Volusia County, Florida
Disaster Debris Management Plan

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ABBREVIATIONS

44 CFR	Title 44 of the Code of Federal Regulations
BDR	Beck Disaster Recovery, Inc.
CE	Construction and Engineering Division
County	Volusia County
County Manager	County Manager's Office
C&D	Construction and Demolition
EM	Emergency Management Division
DES	Department of Environmental Services
DDIR	Detailed Damaged Inspection Reports
DSG	Disaster Specific Guidance
EOC	Emergency Operations Center
EPA	U.S. Environmental Protection Agency
ER	Emergency Relief Program
FCO	Federal Coordinating Officer
FDEM	Florida Division of Emergency Management
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FEMA 325	Debris Management Guide – FEMA Publication 325
FHWA	Federal Highway Administration
GIS	Geographic Information Systems
GPS	Global Positioning System
Handbook	FEMA Applicant Handbook
HHA	Hold Harmless Agreements
HHW	Household Hazardous Waste
HOA	Homeowner's Associations
MOU	Memorandum of Understanding
NOAA	National Oceanic and Atmospheric Agency
NRCS	Natural Resources Conservation Service
OSHA	Occupational Safety and Health Administration
PA	Public Assistance

DEFINITIONS

PAO	Public Assistance Officer
PIO	Public Information Officer
Plan	Disaster Debris Management Plan
PO	Purchase Orders
PSA	Public Service Announcements
Purchasing	Purchasing and Contracts Division
PW	Project Worksheets
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bids
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
State	State of Florida
SW	Solid Waste Division
SWMCO	Solid Waste Management Compliance Officer
VC	Volusia County
VCPW	Volusia County Public Works
WRU	Water Resources and Utilities Division

DEFINITIONS

Applicant – State agency, local government or eligible private nonprofit organization that intends on applying for Federal Emergency Management Agency (FEMA) Public Assistance (PA) grants.

Code of Federal Regulations – Title 44 – Emergency Management and Assistance – The Code of Federal Regulations – Title 44 Emergency Management and Assistance (44 CFR) provide procedural requirements for the PA Program operations. These regulations are designed to implement a statute based upon FEMA's interpretation of the Stafford Act. They govern the PA Program and outline program procedures, eligibility, and funding

Construction and Demolition Debris – FEMA 325 defines construction and demolition (C&D) debris as damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures. Current eligibility criteria include:

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

Debris Removal Contractor – The debris removal contractor is contracted by Volusia County to remove and dispose of debris that is a result of a severe debris-generating event.

Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with their numerical identification.

FEMA Publication 322 – Public Assistance Guide – Provides a general overview of the FEMA PA Program protocol immediately following a disaster. The PA Program provides the basis for the federal/local cost sharing program. This document specifically describes the entities eligible for reimbursement under the PA Program, the documentation necessary to ensure reimbursement and any special considerations that local governments should be aware of to maximize eligible activities.

FEMA Publication 323 – Applicant Handbook – The Applicant Handbook (Handbook) is the official "how to" for local governments who are considering applying for reimbursement following a disaster through the PA Program. The Handbook provides the rules, procedures and sample documents that local governments need as the "applicant" to FEMA. The publication is formatted so that

the applicant has a step-by-step guide for each phase of the reimbursement process and identifies information that is critical to ensure reimbursement.

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

- The elimination of immediate threats to lives, public health and safety;
- Elimination of immediate threats of significant damage to improved public or private property; or
- Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

Hanger – A hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for leaning trees according to FEMA 325 are:

- The limb must be greater than two inches in diameter;
- The limb is still hanging in a tree and threatening a public-use area; and
- The limb is located on improved public property.

Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

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

Household Hazardous Waste – The Resource Conservation and Recovery Act defines hazardous wastes as materials that are ignitable, reactive, toxic or corrosive. Examples of household hazardous waste (HHW) include items such as paints, cleaners, pesticides, etc. Due to the nature of hazardous waste certified technicians must be used to handle, capture, recycle, reuse and dispose of hazardous waste. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way;
- HHW removal must be the legal responsibility of the applicant; and
- HHW must be a result of the major disaster event.

Leaner – A tree is considered hazardous and defined as a "leaner" when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and

the tree is six inches in diameter or greater and measured two feet from the ground. The current eligibility requirements for leaning trees according to FEMA 325 are:

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

Monitoring Firm – The monitoring firm is an organization under contract with Volusia County to monitor debris removal operations. The monitoring firm ensures the debris removal contractor is working within the scope-of-work contracted by the County and documents debris removal operations.

Robert T. Stafford Disaster Relief and Emergency Assistance Act – Provides the authorization of the PA Program. The fundamental provisions of this act are as follows:

- Assigns FEMA the authority to administer federal disaster assistance;
- Defines the extent of coverage and eligibility criteria of the major disaster assistance programs;
- Authorizes grants to the states; and
- Defines the minimum federal cost-sharing levels.

Vegetative Debris – As outlined in FEMA 325, vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public right-of-way by residents and volunteers. Current eligibility criteria include:

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

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

- White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way;
- White goods removal must be the legal responsibility of the applicant; and

- White goods must be a result of the major disaster event.

Section 1
INTRODUCTION

Background

Volusia County, Florida (County) encompasses 1,207 square miles, with 16 incorporated municipalities. As a coastal community, the County is especially susceptible to tropical systems from the Atlantic and even the Gulf of Mexico. On August 13, 2004 Hurricane Charley made landfall in Punta Gorda, Florida and continued to travel northeast across the state, heavily impacting the County. Hurricane Charley, and later Hurricanes Frances and Jeanne, served as a reminder of how vulnerable the County is to tropical systems.

Other debris-generating events such as tornadoes also affect the County. On the morning of February 2, 2007, the County was awoken by early morning tornadoes, subsequently referred to as the "Groundhog Day Tornadoes." Thousands of houses were damaged, significant debris was generated and lives were lost. During the recovery efforts following the Groundhog Day Tornadoes, over 116,377 cubic yard of vegetative debris and over 20,355 cubic yard of construction and demolition debris were collected. The 2004 hurricane season and the "Groundhog Day Tornadoes" of 2007 generated debris in the County, demonstrating the need for a working plan to quickly and effectively respond to future debris-generating events.

Purposes of the Plan

Volusia County Public Works Department (VCPW) is the primary agency responsible for the recovery and restoration of public infrastructure for the unincorporated areas of Volusia County following a disaster. The purpose of this Disaster Debris Management Plan (Plan) is to:

- Provide organizational structure and guidance, and outline the key areas of responsibility;
- Standardize procedures for the clearance, removal and disposal of debris caused by a debris-generating event;
- Establish the most efficient and cost effective methods to resolve disaster debris removal and disposal issues;
- Expedite debris removal and disposal efforts that provide visible signs of recovery designed to mitigate the threat to the health, safety and welfare of County residents;
- Coordinate partnering relationships through communications and pre-planning with local, state and federal agencies involved with debris management responsibilities;

- Implement and coordinate private sector debris removal and disposal contracts to maximize cleanup efficiencies;
- Identify important rules, regulations and guidelines enacted by Federal Emergency Management Agency (FEMA) and other agencies governing the disaster debris removal process; and
- Identify key steps (in the form of checklists and an operational plan) that the County will need to take prior to a threat of disaster and during a disaster debris management effort.

General Approach and Assumptions

This Plan provides a coordinated response blueprint for the County, the County's monitoring firm and the County's debris removal contractor. To assist the County in expeditiously recovering from a debris-generating event, the approach of this Plan will be to outline pre-event preparations during times of normalcy, operations immediately prior to a known disaster threat, operations following the disaster event and demobilization and close-out following completion of debris removal efforts.

With regards to debris removal efforts, this Plan assumes the following:

- The County's greatest threat of a debris-generating event is in the form of a severe weather system, such as a hurricane;
- The response and recovery outlined in this Plan is designed for a Category 3 or greater system as described on the Saffir-Simpson Scale;
- This Plan is also applicable to smaller debris-generating events such as a Category 1 or 2 system or tornado;
- In the event of a debris-generating event, the County will activate one or more of its pre-positioned debris removal contractors;
- In the event of a debris-generating event, the County will activate its pre-positioned monitoring firm;
- If warranted, the County through the state will request federal assistance from FEMA; and
- The County will be operating under the current Public Assistance (PA) guidelines for reimbursement as described in the Stafford Act. Changes to the PA Program or published program-specific guidance's may result in a revision to the debris management plan or its implementation.

Authority

Volusia Code Chapter 46 Article V provides authority for the County Manager to declare a state of emergency.

Chapter 46 EMERGENCY SERVICES

ARTICLE V. EMERGENCY MANAGEMENT SERVICES GROUP

Sec. 46-141. Title established.

In order to provide effective and orderly governmental control and coordination of emergency operations in times of emergencies or disasters, there is established, pursuant to F.S. § 252.38, an emergency management agency known as the "Volusia County Emergency Management Services Group." This agency shall be the coordinating agency for all activity in connection with emergency operations and shall be the instrument through which the county manager shall exercise his authority under the laws of the state in times of emergencies.

(Ord. No. 96-1, § I, 3-14-96)

Sec. 46-142. Director's office established.

There is further established the office of the emergency management services director. The director, who will supervise the day-to-day operations of the emergency management services group, shall be appointed by the county manager to serve at his pleasure and subject to his direction and control. The director shall be directly responsible for the organization, administration, and operation of the emergency management services group. He shall coordinate emergency management activities, services, and programs within the county and shall serve as a liaison to the state division of emergency management of the department of community affairs, or the successor to that division, and to other local emergency management agencies and organizations.

(Ord. No. 96-1, § II, 3-14-96)

Sec. 46-143. Quorum; power and authority.

If a quorum of the county council is unable to meet for such purpose, the chairman of the council shall have the power and authority to request state assistance or invoke emergency-related mutual aid assistance by declaring a state of local emergency in the event of an emergency affecting the county. By law the duration of such state of local emergency is limited to seven days; however, it may be extended, as necessary, in seven-day increments. In the event that the chairman is unavailable during an emergency situation, then the vice-chairman of the county council shall assume the authority and responsibilities of the chairman. In the event that both the chairman and vice-chairman are unavailable during such an emergency situation, then any available member of the county council, beginning with the county council member who has served for the longest continual period, shall assume said authority and responsibilities. Precedence shall be given between council members with equal terms of service to that councilmember whose surname begins with the earlier letter in the alphabet. In the event that all of the county council members are unavailable during such an emergency situation, then the authority and responsibilities of the chairman shall be exercised and discharged by the county manager or, in his absence, the chief operating officer. The individual occupying the position of interim chairman shall exercise the powers and discharge the duties of the position until such time as a preceding named official becomes available to exercise the powers and discharge the duties of interim chairman.

(Ord. No. 96-1, § III, 3-14-96)

Sec. 46-146. Same--Power and authority.

In a declared state of local emergency, the emergency management services director, subject to the immediate direction and control of the county manager, shall have the power and authority to:

(1) Expend appropriated funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergency; and direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies.

(2) Appoint, employ, remove, or provide, with or without compensation, coordinators, rescue teams, fire and police personnel, and other emergency management workers.

(3) Establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(4) Assign and make available for duty the offices and agencies of the county, including the employees, property, or equipment thereof relating to firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operations purposes, as the primary emergency management forces of the county for employment within or without the county.

(Ord. No. 96-1, § VI, 3-14-96)

Sec. 46-147. Same--Authority to waive procedures and formalities.

Upon declaration of a state of local emergency, the emergency management services director, subject to the immediate direction and control of the county manager, has the power and authority to waive the procedures and formalities otherwise required of the county by law pertaining to:

(1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.

(2) Entering into contracts.

(3) Incurring obligations.

(4) Employment of permanent and temporary workers.

(5) Utilization of volunteer workers.

(6) Rental of equipment.

(7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

(8) Appropriation and expenditure of public funds.

(Ord. No. 96-1, § VII, 3-14-96)

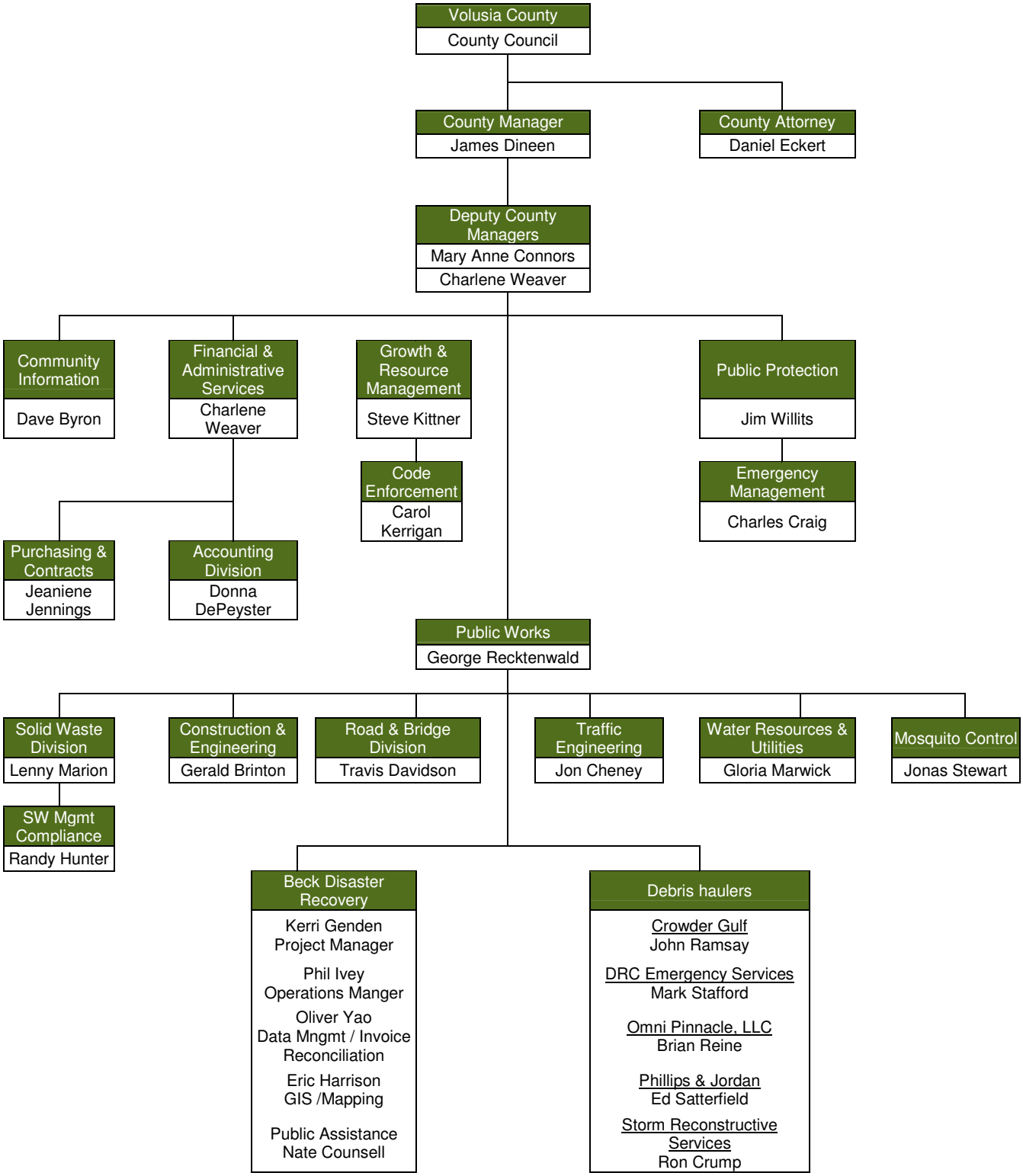
Section 2
ROLES AND RESPONSIBILITIES

Lead Agencies

VCPW is the primary agency responsible for debris removal, disposal and the restoration of the public infrastructure for the unincorporated areas of Volusia County following a disaster. VCPW's Road and Bridge Division (R&B) is responsible for emergency debris clearance of essential transportation routes and other critical public facilities based on pre-established list of priorities and recommendations from the Volusia County Emergency Operations Center (EOC). R&B is also responsible for the implementation of debris removal, disposal and monitoring actions. The VCPW's Solid Waste Division (SW) is a supporting agency responsible for coordinating the temporary storage, permanent storage and final disposal of all disaster-related debris. SW is also responsible for managing any debris recycling, white goods and household hazardous waste disposal actions.

The organization structure for debris management is described in Figure 2-1. Each agency's role in managing the debris cleanup process has been summarized below.

Figure 2-1 Organizational Chart



County Manager

The County Manager's office (County Manager) will provide a degree of oversight for the debris removal activities. Through the Community Information Officer, the County Manager will provide information to the public regarding the progress of the disaster recovery efforts.

Emergency Management Division

The Emergency Management Division (EM) regulates all emergency management preparedness, response and recovery activities. The EM will be responsible for opening and coordinating the EOC, and leading any emergency response activities.

Public Works Department

VCPW is a lead agency for the debris removal process. The primary point of contact is the Department Director, however, the Department Director may consider appointing one or more individuals to coordinate the debris removal operations. VCPW's responsibilities are to administer and manage the debris removal, reduction and disposal activities. These responsibilities include but are not limited to:

- Coordinating with designated County departments prior to and after the event;
- Acting as the County representative in debris related discussions and meetings with municipal jurisdictions and other entities;
- Communicating with various state and federal agencies (i.e., FEMA, FHWA, and FDOT);
- Scheduling all training activities and meetings regarding the debris management;
- Activating and overseeing all private contractors including hauling and monitoring firms through the duration of the debris removal and disposal process;
- Coordinating with FEMA regarding Project Worksheet (PW) development;
- Coordinating with the County's monitoring firm with regards to contractor invoice reconciliation; and
- Providing County management, elected officials, and the public with information regarding the progress of the debris removal effort.

Road and Bridge Division

R&B is responsible for the initial emergency road clearing (cut and push) activities during the first 70 hours following a hurricane. R&B will stage equipment in strategic locations throughout the County to allow for the cut and push crews to begin work immediately after the disaster. Primary transportation arteries leading to hospitals, shelters and designated emergency facilities will be identified and cleared as soon as possible. R&B is also responsible for managing the debris removal and the disposal process by coordinating meetings as needed with in-house forces, private debris

contractors including hauling and monitoring firms through the duration of the debris removal and disposal process.

Solid Waste Division

SW is responsible for debris disposal activities. SW is a supporting agency responsible for coordinating the temporary storage, permanent storage, and final disposal of all disaster-related debris. SW is also responsible for managing any debris recycling, white goods and household hazardous waste disposal actions. SW Management Compliance Officer (SWMCO) is responsible for the investigation of illegal dumping of storm related debris. The ineligible debris piles are tagged, the individuals responsible for the illegal dumping are notified of the violation and the piles monitored for resolution or further enforcement action. The SWMCO also assists in the determination of debris on private property that is a public nuisance and/or presents public health and safety issue.

Construction Engineering Division

The Construction Engineering Division (CE) will be involved in the initial damage assessment and debris estimation immediately following the hurricane. The damage assessment and debris estimates will be used to determine the financial impact and scope of the disaster. The data collected can be used to develop preliminary FEMA PWs and the Federal Highway Administration (FHWA) Detailed Damaged Inspection Reports (DDIR). CE will also be responsible for beach ramp and bridge damage assessment and repair activities.

Water Resources and Utilities Division and Mosquito Control Division

The Water Resources and Utilities Division (WRU) and the Mosquito Control Division (MC) are supporting agencies. These divisions will coordinate with R&B to assist in the debris removal from canal, ditches, retention pond and applicable waterways.

Interdepartmental Coordination

VCPW will coordinate with various County departments who will assist in the cleanup effort. The primary roles and responsibilities for each department have been summarized below. Each department or division will be responsible for appointing a primary point of contact to interface with the VCPW debris manager.

County Attorney

The role of the County Attorney is to ensure the legality of all debris removal activities. The County Attorney reviews all contracts, Right-of-Entry/Hold

Harmless/Subrogation of Insurance, and any contracts for the use of private land for temporary debris locations.

The County Attorney is also involved in any updates to County condemnation or nuisance ordinances that may be used in the Right-of-Entry process to clear debris from private property.

Purchasing and Contracts Division

The primary responsibility of the Purchasing and Contracts Division (Purchasing) is to work with VCPW during the debris removal contractor and debris monitoring request for proposal (RFP) process. Their expertise is necessary to ensure that the RFP abides by all local and state requirements. Purchasing is responsible for the development of all forms and standard contractual language, the advertisement and notification to prospective contractors, pre-bid meetings, and contract negotiations. VCPWs will coordinate with Purchasing to issue purchasing orders (PO) to pre-positioned contracts for debris removal and monitoring activities.

Community Information Division

The Community Information Division will be responsible for coordinating all press releases to the public regarding the debris removal process. The focus of the press releases will be to provide the public with information on:

- Debris eligibility criteria;
- Public rights-of-way;
- Debris removal process and timeframes;
- Debris separation and stacking requirements;
- White goods and household hazardous waste;
- Debris removal deadlines;
- Debris disposal sites; and
- Debris hotline number.

Accounting Division

The Accounting Division (Accounting) is responsible for processing all debris removal and debris monitoring contractor invoices for payment. The County's debris monitoring contractor will review, validate and resolve debris removal invoice discrepancies prior to submittal of a recommendation to pay to VCPWs. VCPW's will process debris removal and debris monitoring invoices to Accounting, who will ensure that the County's contractors are paid in a timely fashion. Accounting may also employ consultant services to assist in debris related invoice reconciliation and project worksheet development.

Code Enforcement Activity

The Code Enforcement Activity works in conjunction with SWMCO to identify private property debris that is causing a public nuisance and/or creating a public health and safety concern. Code Enforcement will work closely with the Community Information Department to inform the citizens of the issues and potential consequences.

Table 2-1
County Departments' and Divisions' Roles and Responsibilities

Department/Division	Primary Roles/Responsibilities
Lead Department	
County Manager	▪ Provides a degree of oversight for all phases of debris removal operation ▪ Provides information to the public on status of debris removal operations
Emergency Management Division	▪ Operates and coordinates all activities at the EOC ▪ Regulates all emergency management preparedness, response and recovery activities
Public Works Department	▪ Lead agency during the debris removal process ▪ Provides oversight for all phases of debris removal operation ▪ Coordinates with designated County Departments prior to and after an event ▪ Acts as the County's representative in debris related discussions and meetings with municipal jurisdictions and other entities ▪ Communicates with various state and federal agencies ▪ Schedules all training activities and meetings regarding debris management ▪ Activates and oversees all private contractors related to debris removal ▪ Coordinates with FEMA regarding PW development ▪ Coordinates with the debris removal monitoring firm with regard to invoice reconciliation ▪ Provides County management, elected officials and the public with information regarding the process of the debris removal effort
Road and Bridge Division	▪ Coordinates and manages emergency roadway clearance activities (70 hour push) ▪ Stages equipment prior to an event to assist in emergency clearance activities following a disaster event ▪ Oversees monitoring firm and debris removal contractors
Solid Waste Division	▪ Responsible for coordinating the Temporary Debris Storage and Reduction Site (TDSRS), permanent storage and final disposal of all disaster-related debris ▪ Monitors and investigates illegal dumping of storm related debris ▪ Assists in determining if debris on private property is

Department/Division	Primary Roles/Responsibilities
	a public nuisance and/or presents public health and safety issues
Construction Engineering Division	▪ Conducts damage assessments immediately following a debris-generating event ▪ Responsible for beach ramp and bridge damage assessment and repair activities
Water Resources and Utilities Division Mosquito Control Division	▪ Assists in the debris removal from canal, ditches, retention pond and applicable waterways
Support Departments	
County Attorney	▪ Provides oversight regarding the legality of all debris removal activities ▪ Reviews all contracts including, ROE/Hold Harmless/Subrogation of Insurance, and any contracts for the use of private land for TDSRS
Purchasing and Contracts Division	▪ Coordinates with VCPW during the contractor request for proposal process ▪ Generates contractor purchase orders as necessary throughout the clean-up and restoration process
Community Information Division	▪ Provides information to the public regarding debris removal operations
Accounting Division	▪ Processes all debris removal and debris monitoring contractor invoices for payment.
Code Enforcement	▪ Coordinates with SWMCO to identify private property debris that is causing a public nuisance and/or creating a public health and safety concerns

External Agencies

Following a disaster event federal, local, quasi-governmental entities and agencies will be involved in the debris removal and management process. Table 2-2 summarizes the roles and responsibilities of external agencies during the debris removal process. Representatives from these groups should be contacted annually so that the County is aware of any changes as they relate to debris removal. In the event of a disaster, some or all of the agencies listed below may require weekly or bi-weekly meetings to be held in order to update the agencies on the debris clean-up progress.

Table 2-2
External Agencies' Roles and Responsibilities Table

Agency	Primary Duties/Responsibilities
Federal Highway Administration (FHWA)	▪ Responsible for the funding of debris clearance and removal on federal aid highways *(FHWA will reimburse for first pass of debris removal on federal aid highways)*
Federal Emergency Management Agency (FEMA)	▪ Provides assistance to eligible applicants in debris removal efforts from public and private property following a Presidential disaster declaration
Environmental Protection Agency (EPA)	▪ Responsible for authorities related to the clean-up of mixed debris (debris with oil or hazardous material) ▪ Responsible for the establishment of standards for proper management of debris
Florida Department of Environmental Protection (FDEP)	▪ Approves the use of land as TDSRS ▪ Assists in closure of TDSRS and verifies remediation of land to original state
Florida Department of Transportation (FDOT)	▪ Maintains road clearance responsibility for all state and federal roads
Florida Division of Emergency Management (FDEM)	▪ Manages the overall response and recovery efforts to natural and technological disaster response in Florida
Natural Resource Conservation Service (NRCS)	▪ Provides assistance in debris clean-up for runoff retardation or soil erosion prevention that causes an impairment in watershed and is an imminent threat to life or property

Section 3
ACTION PLAN

This section provides guidance required for all phases of a debris-generating event. For the purposes of this Plan, four phases are discussed: Normal Operations, Pre-Event Preparation, Post-Event Response and Post-Event Recovery.

Situation

Natural disasters such as hurricanes, tornadoes and flooding precipitate a variety of debris that include, but are not limited to, such things as trees and other vegetative organic matter, building/construction material, appliances, personal property, sand, mud and sediment. The quantity and type of debris generated from any particular disaster will be a function of the location, storm path at impact and kind of event experienced, as well as its magnitude, duration and intensity. This Plan is based on the debris-generating capacity of a Category 3 Hurricane with wind speeds in excess of 111 miles per hour and heavy rainfall. A Category 3 Hurricane will cause extensive damage to large trees and shrubs in addition to structural damage to homes and commercial property. Mobile homes will be destroyed. Storm surge will push sea levels 9-12 feet above normal resulting in shoreline flooding, significant beach erosion and flooding of low lying inland areas. The quantity and type of debris generated, its location and the size of the area over which it is dispersed will have a direct impact on the type of removal and disposal methods utilized to address the debris problem, associated costs incurred and how quickly the problem can be addressed.

A major natural disaster that requires the removal of debris from public or private lands and waters could occur at any time. The amount of debris resulting from a major natural disaster will exceed VCPW removal, recycling and disposal capabilities. VCPW will contract for additional resources to assist in the debris removal, reduction, recycling and disposal process.

Debris Volume Estimate

Based on the United States Army Corps of Engineers (USACE) Debris Estimating Model, a Category 3 tropical system (particularly a tropical system impacting the County from the Atlantic Ocean) could generate more than 2,900,000 cubic yards of debris, as shown in Table 3-1, Debris Volume and TDSRS Acreage Requirement by Category - Unincorporated. Table 3-1 contains a breakdown of the debris estimate in cubic yards for Category 1-5 tropical systems and the respective TDSRS acreage needed to support debris removal and reduction operations. Table 3-2 estimates debris volumes that could be generated by the County including the incorporated portions. The guidance that follows applies to all debris-generating events that may affect the County.

Table 3-1
Debris Volume and TDSRS Acreage Requirement by Category[1] - Unincorporated

Strength	Cubic Yards	Acreage
Category 1	220,000	11
Category 2	890,000	46
Category 3	2,900,000	149
Category 4	5,570,000	286
Category 5	8,910,000	458

Table 3-2
Debris Volume and TDSRS Acreage Requirement by Category – Incorporated Included

Strength	Cubic Yards	Acreage
Category 1	880,000	45
Category 2	3,500,000	180
Category 3	11,380,000	585
Category 4	21,890,000	1,126
Category 5	35,030,000	1,802

Normal Operations

This Plan is a dynamic document that must be updated periodically and exercised to maintain maximum preparedness. During times of normalcy this Plan will be reviewed and updated as necessary. The Normal Operations Checklist is also provided in Appendix P.

Normal Operations Checklist

- Update contact lists;
- Evaluate TDSRS;
- Review and update road list and road maps;
- Establish and maintain pre-positioned contracts;
- Establish and maintain inter-local or mutual aid agreements; and

[1] See Appendix C for detailed Category models.

- Review FEMA guidance.

Update Contact Lists

Table 3-3, Key Personnel and Contact List, will be updated regularly to reflect changes in personnel or contact information.

Evaluate TDSRS

Locations identified to serve as TDSRS following a debris-generating event are reevaluated annually to ensure they still remain viable candidates for TDSRS operations. Likewise, additional TDSRS may be identified as the development and landscape of the County progresses over time. See Appendix D for current sites pre-approved by the Florida Department of Environmental Protection (FDEP) and FDEP Guidance for Establishment, Operation and Closure of Staging Areas for Hurricane-generated Debris. Currently the County has received pre-approval from FDEP for temporary storage of vegetative and C&D debris at Plymouth Avenue Landfill and Tomoka Farms Road Landfill.

Review Road List and Road Maps

Changes or updates relating to road segments and applicable maintenance responsibility amongst local, state and federal agencies are critical for reimbursement through the PA Grant Program and the FHWA Emergency Relief Program. The County reviews and updates road lists and maps at least annually. Updated and accurate road lists and maps will assist in documenting debris removal operations and thereby assist the County during the reimbursement process.

Establish and Maintain Pre-Positioned Contracts

During times of normalcy, the County has established and maintains pre-positioned contracts for debris monitoring and debris removal services. The procurement of such services is compliant with the County Purchasing Manual (See Appendix K) and the procurement competition requirements specified in 44 CFR Part 13.36. See Appendix J for FEMA RP9580.201, Fact Sheet: Debris Removal Applicant's Contracting Checklist, for additional guidelines regarding procurement and contracting.

The 2007 FEMA PA Pilot Program requires applicants to have at least two pre-qualified debris removal contractors and documentation demonstrating how the contractors were selected. The County currently maintains pre-positioned contracts with five contractors (see Appendix A for a listing and Appendix N for contracts) for debris removal services. The contracts were established through the competitively bid RFP 06-P-89 BB, Debris Removal, Reduction and Disposal (see Appendix L).

The County also currently maintains a pre-positioned contract with Beck Disaster Recovery, Inc. for monitoring services. The contract was established through the competitively bid RFP 07-P-139BB, Disaster Debris Management and Support Services (see Appendix M).

Review FEMA Guidance

Rules and regulations dictating operational procedures change periodically, the information in the Plan is reviewed and updated annually to reflect such changes.

Pre-Event Preparation

The County begins pre-event preparations when a debris-generating event is moving toward the coast of Florida and the County has been placed in the National Oceanic and Atmospheric Agency (NOAA) five-day forecast map. Key County personnel and representatives of involved outside agencies (see Table 3-3) are put on alert and monitor the progress of the storm event to gauge where and when it might strike, the likely area of impact and with what severity. All relevant parties will be briefed of their specific duties as outlined in Table 2-1.

The availability of pre-selected/pre-approved TDSRS locations will be evaluated by VCPW. Alternate locations will be considered by prioritizing potential alternate sites if one or more pre-approved sites are not available. VCPW representatives contact the pre-positioned monitoring firm and debris removal contractors to place them on stand-by.

Pre-Event Checklist

- Download most recent road list and relevant documents to a CD;
- Alert key personnel and place monitoring firm and debris removal contractors on stand-by;
- Review Plan with key personnel;
- Stage emergency road clearing equipment in strategic locations; and
- Issue pre-event media press releases.

The checklist performed during pre-event preparation is critical in assembling a coordinated response. The checklist is a valuable tool to ensure that proper steps are taken in a time of extreme duress. The Pre-Event Checklist is also provided in Appendix P.

Download Most Recent Road List and Relevant Documents to a CD

VCPW will acquire and download to a CD the most recent road list and maps of the County prior to the debris-generating event. Many of the computers and servers that store this information may be unavailable immediately after the event. Having this information on-hand ensures that debris collection operates properly and commences in a timely manner. The most recent road list has been downloaded to CD and is attached to this Plan. The County will provide updates of the road list to their monitoring firm and debris removal contractors when needed.

Copies of the CD are stored at the VCPW building and in a safe location outside the projected path of the debris-generating event.

Alert Key Personnel and Place Monitoring Firm and Debris Removal Contractors on Stand-By

Prior to a debris-generating event, County contacts listed in the Key Personnel and Contact Information table (Table 3-3) are put on alert by VCPW. VCPW will contact key County personnel via verbal and/or electronic communication informing them of information needed to begin the response and recovery process. In addition, VCPW conducts a meeting with the key personnel to discuss emergency road clearing and response activities.

The County's monitoring firm and debris removal contractors are put on alert by VCPW that their contracts may be activated. Discussions with the monitoring firm and debris removal contractors address the following key issues:

- Availability and amount of assets that will be dedicated to debris removal operations;
- Estimated time of mobilization;
- Exchange of mobile contact information;
- Identification of staging area(s) for truck certification; and
- Identification of staging area(s) for debris monitors.

Table 3-3
Key Personnel and Contact Information

Name	Title	Office	Cell
Volusia County Contacts			
James Dinneen	County Manager	(386) 736-5920	
Mary Anne Connors	Deputy County Manager	(386) 736-5920	
George Recktenwald	Public Works Director	(386) 736-5965	(386) 717-2324
John Angiulli	Public Works Operations Manager	(386) 736-5965 Ext. 2712	(386) 717-4399
Arden Fontaine	Public Works Special Projects Manager	(386) 736-5965 Ext. 5621	
Lenny Marion	Pubic Works – Solid Waste Director	(386) 943-7889	(386) 527-6332
Travis Davidson	Public Works - Roads and Bridges Director	(386) 822-6422	(386) 561-0233
Regina Montgomery	Public Works - Recycling Coordinator	(386) 943-7889	(386) 527-6343
Charles Craig	Emergency Management Director	(386) 736-5980	

Name	Title	Office	Cell
David Byron	Community Information Director	(386) 822-5062	
Beck Disaster Recovery			
Chuck McLendon	Chief Operating Officer	407-803-5750	407-353-0342
Kerri Genden	Project Manager	407-803-5715	407-803-3584
Phil Ivey	Operations Manager	407-803-5700	850-777-0279
Crowder-Gulf			
John Ramsay	President	(800) 992-6207	
DRC Emergency Services			
Mark Stafford	Chief Operating Officer	(800) 721-4372	
Omni Pinnacle			
Brian Reine	Managing Member	(866) 780-5182	
Phillips & Jordan			
Edd Satterfield	Assistant Vice President	(800) 763-4718	
Storm Reconstructive Services			
Ron Crump	President	(205) 556-0049	

Review Plan with Key Personnel

Once an initial meeting is scheduled with all of the County's key contacts, VCPW, its monitoring firm and debris removal contractors will review the County's Plan. The initial meeting should focus on key activities that need to occur immediately following the storm including damage assessments and emergency road clearing activities. During the initial meeting, the County's Workplace Safety Program Guidelines and the Health and Safety Strategy located in Appendix H and I respectively will also be reviewed by the County and modified as necessary.

Stage Emergency Road Clearing Equipment in Strategic Locations

In order to facilitate emergency road clearing following a debris-generating event, R&B will strategically place equipment throughout the County.

Pre-event Media Press Release

The Community Information Division will issue a pre-event media press release preparing residents for the potential debris removal operation. The press releases assure the public that the County is prepared and has a plan in place to immediately respond to an event. The press releases include information on County facilities

closure times/dates and information regarding changes in garbage and recycle collections. In addition, the County will provide information on proper curbside debris procedures and estimates on when the clean-up process will begin. A draft press release for this scenario is included in Appendix B, Press Releases.

Post-Event Response (70-Hour Push)

The 70-Hour Push encompasses the period of time that roadways are cleared of scattered debris, leaning trees and other obstructions in roadways for emergency response vehicles. This response phase is generally defined as the first 70 working hours following a debris-generating event. This operation is reimbursable by FEMA on a time and materials basis. It is critical that all labor, types of equipment and the amount of time the equipment is used are documented with detail and accuracy. (Please note that the reimbursement criteria and duration for time and materials work is subject to change following a disaster.) During this phase, R&B will initiate emergency roadway clearing operations. If necessary, the County may request additional resources for emergency road clearance operations from its debris removal contractors. Road clearance priorities are pre-established to allow access to critical public facilities such as: fire stations, police stations, hospitals, emergency supply centers and other critical facilities. Concurrent to emergency push operations, the County's debris removal contractors and SW are performing necessary preparation work to open TDSRS locations.

The following response checklist is critical in assembling a coordinated response. The checklist is a valuable tool to ensure that proper steps are taken in a time of extreme duress. The Response Checklist is also provided in Appendix P.

Response Checklist

- Begin emergency roadway debris clearance.
- Conduct damage assessment.
- Activate monitoring firm and debris removal contractors.
- Begin truck certification.
- Prepare TDSRS based on concentration of debris.
- Conduct meetings/briefings with key personnel.
- Review debris volume and collection cost assessment;
- Request contact information and meeting with FEMA PAO and other Federal agencies.
- Issue media press release.

Begin Emergency Roadway Debris Clearance

The VCPW will commence with road clearance of priority transportation routes and "cut and toss" activities. R&B will utilize internal labor and equipment to assist with emergency cut and toss activities. These operations will focus on major transportation arteries leading to storm shelters, hospitals, fire stations, police stations, supply points and other critical locations throughout the County.

Conduct Damage Assessment

Damage assessments are necessary to determine the extent and the location of the debris. CE will conduct windshield surveys of the County to communicate critically damaged areas to VCPW and assist in prioritizing road clearance efforts. Additional surveys may be conducted by helicopter in order to obtain an aerial view of damaged areas within the County. CE will assist in the development of debris estimates for PW development and planning debris contractor asset levels and response configuration.

Activate Monitoring Firm and Debris Removal Contractors

VCPW will utilize the damage assessments to determine whether to activate the County's monitoring firm and debris removal contractors. VCPW will inform the County Manager, EM Director and the Purchasing & Contracts Director when this decision is made. The activation of a monitoring firm and debris removal contractors are required if the tropical disturbance makes landfall as a Category 3 hurricane or greater. Once the monitoring firm and debris removal contractors are activated, each contractor will receive an updated road list, debris collection zone map (Appendix O), the County's Workplace Safety Program Guidelines (Appendix H) and the Health and Safety Strategy (Appendix I). The monitoring firm and debris removal contractors will begin logistical coordination and equipment ramp-up immediately upon receiving a Notice-to-Proceed.

- Monitoring Function:

  Upon activation, the monitoring firm deploys an on-site project manager and staff to support truck certification, collection and disposal monitoring functions. The monitoring firm will orient employees with operational procedures and refresh staff with the field training program on current debris removal eligibility, FEMA and FHWA requirements, County debris removal contract requirements and safety procedures. Collection monitors must carefully document debris collection information to demonstrate eligibility and ensure proper debris removal contractor payments and FEMA /FHWA reimbursement. The documentation should include:

  - Location of debris, including full address and zone;
  - Time and date of collection;
  - Name of contractor;
  - Name and unique employee number of monitor;

- Truck certification number;
- Truck Capacity (disposal site monitor will fill out load call [%] information);
- Debris classification; and
- Disaster declaration number.
- Monitoring Function:

- Debris Removal Contractor Function:

  Upon activation, the debris removal contractor mobilizes staff and equipment to the event location. Equipment will be certified as required by the monitoring firm. TDSRS site preparation is initiated, including logistical setup and monitoring tower construction. The contractor will orient subcontractors with operational procedures and refresh staff with current debris removal eligibility, FEMA/FHWA requirements, County debris removal contract requirements and safety procedures.

Begin Truck Certification

VCPW, the monitoring firm and the debris contractors initiate the truck certification process. All debris removal trucks hauling debris under a volumetric contract with the County must have their capacity and dimensions measured, sketched, photographed and documented on a truck certification form (See Appendix E, Field Documents). Each debris removal truck will be assigned a unique number for debris tracking and invoice reconciliation purposes. The debris monitoring firm will ensure the accuracy of all truck certification documentation.

- Truck certifications will contain:
  - Unique truck number;
  - Driver name and contractor name;
  - Driver phone number;
  - License number, State issued, and expiration;
  - Tag number, State issued, and expiration; and
  - Vehicle measurements.

Prepare TDSRS Based on Concentration of Debris

VCPW, monitoring firm and debris removal contractors will meet to discuss the opening and operation of pre-identified TDSRS locations. If TDSRS locations have not already been pre-approved by FDEP, SW or the debris removal contractor must obtain FDEP approval prior to site preparations.

The following items are taken into consideration when opening and operating a TDSRS:

- Qualification criteria:

- Current availability;
- Duration of availability;
- Prior use, history or environmental concerns of the site;
- Ingress/Egress;
- Concentration of debris relative to each site; and
- Geographic location within the County.

- Reduction Method:

  VCPW will utilize a combination of incineration, chipping and grinding for vegetative debris reduction. C&D debris that is received at the TDSRS will be hauled to a final disposal facility to be recycled or crushed.

  - **Incineration –** Open burning of hurricane-generated debris must receive prior authorization from the Division of Forestry[2]. The burning of vegetative debris typically results in a reduction ratio of 20:1. The leftover ash may be hauled to a final disposal facility or be incorporated in a land application.
  - **Chipping and Grinding –** Using this method, vegetative debris is chipped or ground and typically results in a reduction ratio of 4:1. The leftover mulch is either hauled to a final disposal facility or recycled.
  - **Crushing –** The crushing of vegetative debris is the least effective reduction method and results in a reduction ratio of 2:1. Crushing is an appropriate reduction method for C&D debris that cannot be recycled.

- Recycling of Debris:

  Common recyclable materials that are a result of a debris-generating event include wood waste, metals and concrete. The following are potential uses for each of the materials:

  - **Wood Waste** – Vegetative debris that is reduced through chipping or grinding results in leftover mulch. The remaining mulch can be used for agricultural and landscape purposes or as alternate daily cover for the landfill.
  - **Metals** – Metal debris such as white goods, aluminum screened porches, etc. that may result from a debris-generating event can be recycled. Certain metals such as aluminum and copper are highly valuable to scrap metal dealers.
  - **Concrete** – Concrete, asphalt and other masonry products that may become debris as a result of a debris-generating event can be crushed and potentially used for road construction projects or as trench backfill.

There is a multitude of information available regarding the recycling and selling of solid waste debris. An example of such resource is the Southern Waste Information

[2] See County Approved TDSRS and FDEP Guidance for TDSRS, Appendix D

eXchange, Inc. Web site (http://www.wastexchange.org) which is a non-profit clearinghouse with information regarding the recycling of solid waste. Table 3-4 is a list of possible end users for recyclable debris.

Table 3-4
Recyclable Materials and End Users

Commodity	Market	Name	Contact
Mulch	Biomass	Ridge Generating Station	3131 K-ville Ave. Auburndale, FL 33823 (863) 665-2255
Mulch	Biomass	Okeelanta Cogeneration Plant	8001 Highway 27 South Palm Beach, FL 33493 (561) 993-1003
Mulch	Biomass	Telogia Power, LLC	P.O. Box 199 Telogia, FL 32360 (850) 379-8341
Vegetative Debris	Mulch	DeLand Landfill, Inc.	1988 W. Plymouth Ave. Deland, FL 32720 (386) 736-1261
Vegetative Debris, Metal, Concrete	Wood, fines, concrete/brick, asphalt, steel, aluminum	Samsula Landfill	363 S State Road 415, New Smyrna, FL 32168 (386) 423-6769
Vegetative Debris, Metal, Concrete	Wood, fines, concrete/brick, asphalt, steel, aluminum r	Four Jays Recycling, Inc.	425 S State Road 415 New Smyrna, FL 32168 (407) 330-1905
Metal	Ferrous and Non-Ferrous Metals	Almet Recycle & Surplus	407 Flormich St. Holly Hill, FL 32117 (386) 673-1281
Metal	Ferrous and Non-Ferrous Metals	Trademark Metals Recycling LLC	402 3rd St. Holly Hill, FL 32117 (386)-255-1453
Metal	Ferrous and Non-Ferrous Metals	Gel Corporation	1990 Tomoka Farms Rd. Port Orange, FL 32128

- TDSRS Preparation:

  After a review of the availability and suitability of TDSRS, the debris removal contractor can begin site preparation. As part of the preparation, baseline data will be gathered from the site to document the state of the land before debris is deposited. The following action items are recommended to compile baseline information:

- **Photograph the Site –** Digital photos will be taken to capture the state of the site before debris reduction activities begin. Photos should be updated periodically throughout the project to document the progression of the site.
- **Record Physical Features –** Records will be kept detailing the physical layout and features of the site. Items such as existing structures, fences, landscaping, etc. should be documented in detail.
- **Historical Evaluation –** The past use of the site area will be researched. Issues relating to historical or archeological significance or other environmental concerns of the site must be cleared prior to use.
- **Sample Soil and Water –** If possible and deemed necessary soil and groundwater samples will be taken before debris reduction activities commence. Samples will help ensure the site is returned to its original state. Typically soils and groundwater samples should be analyzed for total Resource Conservation and Recovery Act (RCRA) metals, volatile organic compounds and semi-volatile organic compounds using approved Environmental Protection Agency (EPA) methods.

The VCPW, SW and monitoring firm will oversee the debris removal contractor's activities to ensure that they are in compliance with their contractual obligations, environmental standards and acting in the best interest of the County and its residents. FDEP will be contacted to provide final approval under an emergency declaration for the TDSRS locations. FDEP Guidance for Establishment, Operation and Closure of Staging Areas for Hurricane-Generated Debris is included in Appendix D.

- Disposal Monitoring:

  The primary function of the monitoring firm with regards to disposal monitoring is to document the disposal of disaster debris at approved TDSRS and final disposal locations. Monitors perform Quality Assurance/Quality Control (QA/QC) checks on all load tickets and haulout tickets to ensure that information captured by collection monitors is complete. This QA/QC includes but is not limited to:

  - Inspection of truck placards for authenticity and signs of tampering;
  - Inspection of disposal vehicles for signs of modifications of certified storage capacity;
  - Inspection of disposal vehicles for safety concerns;
  - Verification that placard information is documented properly; and
  - Verification that all required fields on the load ticket have been completed.

  Afterwards, the disposal monitor will document the amount of debris collected by making a judgment call on vehicle fullness (typically on a percentage basis). The percentage documented for each debris removal vehicle is later applied to the calculated cubic yard capacity of the vehicle to determine the amount of debris collected. The disposal monitor's responsibilities include, but are not limited to:

- Completing and physically controlling load tickets;
- Ensuring debris removal trucks are accurately credited for their loads;
- Ensuring trucks are not artificially loaded (i.e., debris is not wet or compacted);
- Ensuring hazardous waste is not mixed in with loads;
- Ensuring all debris is removed from the debris removal trucks before exiting the TDSRS or final disposal site; and
- Ensuring only debris specified within the County's scope of work is collected.

In addition to the responsibilities listed above, final disposal site monitors are also tasked with the following:

- Ensuring all debris is disposed at a properly permitted landfill; and
- Matching landfill receipts and/or scale house records to haulout tickets.

Conduct Meetings/Briefings with Key Personnel

Coordination meetings and briefings with key personnel will be conducted to update the status of the road clearance efforts, TDSRS openings, contractor asset ramp-up and pertinent public information for press releases.

Daily meetings held each morning at a location determined by the County will include key personnel from the County, monitoring firm and debris removal contractors. The purpose of daily meetings is to focus on daily objectives and include a discussion of operational progress, issues and concerns, and best practices moving forward. During the meeting the County will also review real time statistics and completion maps that reflect operations through the end of the previous day.

Review Debris Volume and Collection Cost Assessment

VCPW, monitoring firm and debris removal contractors will meet to review the debris volume and collection cost assessment. The topics of discussion in this meeting may include, but are not limited to:

- Amount of debris generated - total cubic yards;
- Type of debris generated - vegetative, C&D, sand or other miscellaneous debris;
- Number and estimated date of arrival for assets – trucks, loaders, monitoring personnel;
- Estimated number of TDSRS locations necessary;
- Preliminary scope of debris removal efforts; and
- Estimated cost of the debris removal efforts.

Following this meeting, the County and/or monitoring firm will begin to collect required documentation for the development of FEMA PWs.

Request Contact Information and Meeting with FEMA Public Assistance Officer

This request is made through FDEM.

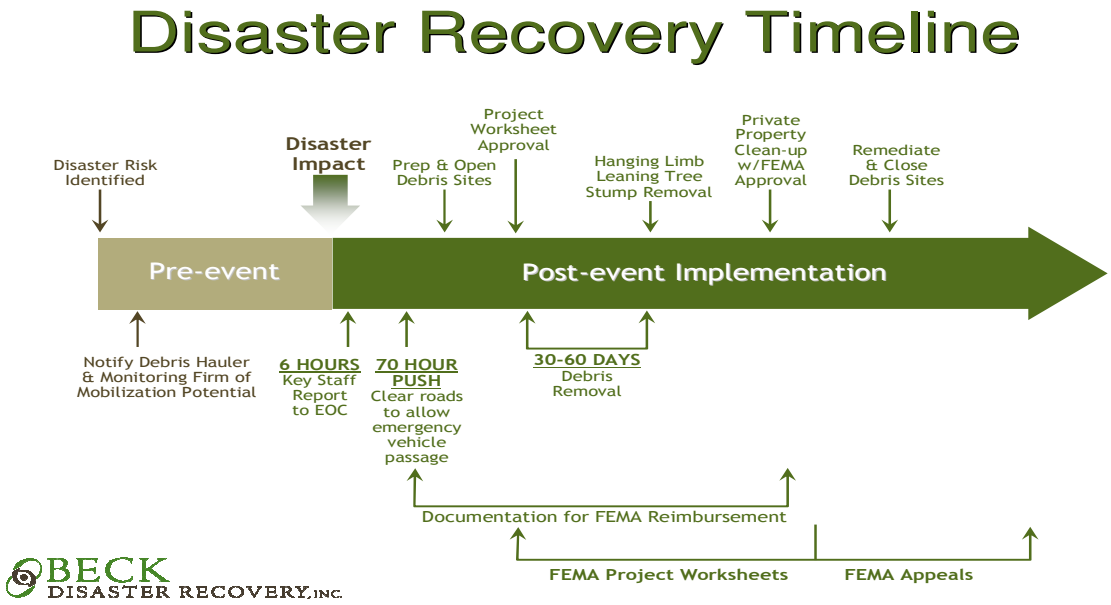
The County Manager and VCPW will immediately request the contact information of the designated FEMA PAO for the disaster. Upon receiving the information, the County will request a meeting with FEMA PAO. During this meeting the County will discuss the following issues:

- Summarize the County's debris removal operations to date;
- Review debris and cost estimates for the County;
- Review any Disaster Specific Guidance (DSG) documents issued by FEMA;
- Examine the County's debris removal plan;
- Provide contact information for all County monitoring firm and debris removal contractors and key personnel; and
- Determine additional information the PAO will need to generate PWs for the County. In order for FEMA to generate a Category A, debris removal and debris monitoring PW, it will require the following information:
  - Copy of the debris removal contractor contract(s);
  - Copy of the debris monitoring firm contract(s);
  - Information on the procurement process of the debris removal and monitoring contracts;
  - Address (if available) and GPS coordinates for all TDSRS;
  - Debris volume and costs estimates (using USACE model and damage assessment reports);
  - Monitoring cost estimate (based on budgeted labor hours); and
  - Brief debris removal plan overview.

Issue Media Press Release

A press release from the Community Information Division to various media sources should be issued within the first three days following the debris-generating event. The content of the press release will be to reassure and comfort the public that the County is responding to the event and has activated its monitoring firm and debris removal contractors to begin debris removal activities. (Sample press releases are located in Appendix B, Press Releases.)

Figure 3-1
Disaster Recovery Timeline



Post-Event Recovery

For the purpose of debris management, the post-event recovery phase is marked by the debris removal contractor collecting and reducing debris from the public right-of-way (ROW).

Concurrent to the commencement of ROW debris removal operations, the County will be evaluating the need for contract debris removal on private property, parks and waterways. The County is also responsible for beach remediation which will be evaluated and addressed at this time. As noted in the Disaster Recovery Timeline (Figure 3-1), these specialized debris removal operations typically do not begin until roughly 60 days following a debris-generating event. Specialized debris removal operations are often governed by DSGs and require some level of FEMA pre-validation. However, if the County determines that there is an immediate and imminent threat to public health and safety, these programs can be expedited.

The following Recovery Checklists are critical in expediting and ensuring proper steps are taken during the debris removal process. The Recovery Checklists are also included in Appendix P. The Recovery Checklists are subdivided into the following time periods:

- 2 Days – 2 Weeks;
- 2 Weeks – 1 Month;
- 1 Month – 3 Months; and
- 3 Months – Project Completion.

Recovery Checklist: 2 Days – 2 Weeks

- Open TDSRS.
- Evaluate debris removal zones, prioritize roads/areas.
- Issue press release regarding curbside collection guidelines.
- Begin ROW/Curbside debris removal.
- Open citizen drop-off stations.
- Perform parks damage assessment.
- Begin environmental monitoring program of TDSRS.
- Coordinate with external agencies.
- Conduct coordination meetings and initiate discussions with FEMA and FHWA.
- Obtain FEMA guidance for gated community and private property debris removal.

Open TDSRS

TDSRS will be opened, beginning with sites closest to the most heavily impacted areas of the County. Monitoring towers will be located at the ingress and egress of the TDSRS. Monitoring towers will be high enough so that tower monitors can verify the contents of the debris removal trucks.

Prioritize Roads/Areas

After reviewing damage assessments and the concentration of debris within the County, the preliminary zone map included in Appendix O may be sub-divided into smaller work zones and recorded on the County's GIS data.

Issue Press Release Regarding Curbside Collection Guidelines

Issue second press release regarding curbside collection guidelines for residents to follow. Topics such as public ROW, stacking, segregation of vegetative, C&D, Household Hazardous Waste (HHW) and white goods, disposal sites and operating hours, critical dates and hotline numbers will be addressed.

Begin ROW/Curbside Debris Removal

The County will allow the debris removal contractors to proceed with limited curbside collection of public ROWs. A decision will be made by VCPW to delay first pass collection if it will allow residents sufficient time to move debris to the public ROW to maximize collection. The County will document start and end dates for first pass and subsequent debris removal passes for proper record keeping and reimbursement from all appropriate agencies. Curbside collection entails residents piling their disaster-related debris along the public ROW. It is critical that residents segregate their debris in categories such as vegetative, C&D, HHW and white goods. This will help prevent

the contamination of debris loads and expedite the clean-up process. The processes for HHW and white goods clean-up are outlined below.

- **Household Hazardous Waste Clean-Up**

  HHW includes gasoline cans, aerosol spray cans, paint, lawn chemicals, batteries, fire extinguishers, fluorescent lamps, household electronic tires, etc.

  HHW will be collected separately and disposed of at the County's HHW recycling facility or buried in the Class 1 landfill. Collection of HHW may be conducted internally or contracted out on a unit rate basis. The actions taken by the County with regards to HHW removal include but are not limited to:

  - Communicate to County residents HHW eligibility following an event.
  - The importance that residents separate HHW from other debris to ensure that HHW does not enter the debris stream at TDSRS locations.
  - Decide whether to establish HHW drop-off sites to augment or replace HHW curbside collection.
  - Coordinate with the debris removal contractor and the monitoring firm to identify, segregate and dispose of intermingled HHW at TDSRS locations.
  - Interface with the FDEP. Describe the HHW collection program and permitted facilities to be used for disposal or recycling.

- **White Goods Clean-Up**

  White goods include refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, etc.

  White goods will be collected separately and disposed of at the County's white goods recycling facility. White goods debris that contains ozone depleting refrigerants, mercury or compressor oils will have such materials removed by a certified technician before recycling. All state and federal laws will be followed regarding the final disposal of removed refrigerants, mercury, or compressor oils. Collection of white goods can be conducted internally, or contracted out on a unit rate basis. The actions taken by the County with regards to white goods removal include but are not limited to:

  - Communicate to County residents white goods eligibility following an event.
  - The importance that residents separate white goods from other debris to ensure that white goods are not mixed with C&D or vegetative debris during collection.
  - Interface with FDEP. Describe the white goods collection program and permitted facilities to be used for disposal of recovered refrigerants, mercury or compressor oils. (See Appendix D for potential final disposal sites)

- **Load Tickets**

For the debris categories outlined above, pre-printed load tickets will be used as reimbursement documentation for the County. An example of a load ticket is located

in Appendix E, Field Documents. The top portion of the ticket will be filled out by the collection monitor at the beginning of each load. The address field will be completed when the debris removal contractor has completed work. The collection monitor will also ensure the debris removal contractor is working within the scope of the contract with the County. The load ticket will then be given to the debris removal vehicle driver to turn in to the disposal monitor upon arrival at the TDSRS or final disposal site. The disposal monitor will complete the remaining portion of the load ticket. The disposal monitor documents the amount of debris collected by making a judgment call reflecting the vehicle's fullness (typically on a percentage basis). The percentage documented for each debris removal vehicle is later applied to the calculated cubic yard capacity of the vehicle to determine the amount of debris collected.

Open Citizen Drop-Off Stations

Citizen drop-off stations accommodate residents eager to remove debris from their property. Site security, published hours of operation, and closure dates will be established to avoid illegal dumping.

Perform Parks Damage Assessment

VCPW will coordinate with the Leisure Services Division to assist if necessary with the removal of safety hazards from County parks. VCPW and Leisure Services Division must first identify vegetative hazards that require removal within the parks. When surveying damages, it is extremely important for the County and its monitoring firm and debris removal contractors to be fully cognizant of all FEMA issued DSGs. Current eligibility criteria include:

- Leaning trees 24 inches in diameter or greater;
- Hanging limbs two (2) inches in diameter or greater; and
- Uprooted stumps 24 inches in diameter or greater.

Begin Environmental Monitoring Program of TDSRS

Throughout the duration of the project, the County's debris removal contractor will be monitoring and collecting data as needed for use in any remediation and close-out of the TDSRS. Collected data should be compared to previous data to establish any remediation actions necessary to return the site to its original state. The following items will be included in an environmental monitoring program:

- **Sketches or Photographs of Site Operations** – During the course of the project, operations at the TDSRS may expand, condense or shift. Changes to the site should be documented along with the locations of debris reduction activity. The documentation will assist in determining areas of concern that may need additional sampling and testing during site closure.
- **Documentation of Issues at the Site** – Records will be kept documenting issues such as petroleum spills, hydraulic spills or the discovery of HHW within debris at the site. This documentation will assist in the remediation of the site.

Coordinate with External Agencies

The County coordinates with FDOT and other relevant agencies to ensure all County road segments are moving forward with debris removal operations.

Conduct Coordination Meetings and Initiate Discussions with FEMA and FHWA

Daily meetings held each morning at a location determined by the County will include key personnel from the County, monitoring firm and debris removal contractors. The purpose of daily meetings is to focus on daily objectives and include a discussion of operational progress, issues and concerns, and best practices moving forward. During the meeting the County will also review real time statistics and completion maps that reflect operations through the end of the previous day. VCPW, debris removal contractor and the monitoring firm will communicate debris removal plans and operations with assigned FEMA and FHWA representatives. Clear communication fosters a coordinated effort that enhances the transparency of the operation for auditors and ensures maximum FEMA and FHWA reimbursement.

Obtain FEMA Guidance for Gated Community and Private Property Debris Removal

Eligibility of gated community and private property debris removal will be determined by FEMA on a case-by-case basis following an event. The debris and devastation must be so widespread that debris removal from private property becomes a "public interest." Using current FEMA 325 guidelines, debris removal from private property is defined as a public interest when operations:

- Remove threats to the health and safety of the community at large;
- Prevent significant damage to public or private property; or
- Assist in the economic recovery and thereby benefit the community at large.

In order for private property debris removal to be eligible for reimbursement the County will submit a written request to the FEMA Federal Coordinating Officer (FCO) before private property debris removal operations begin. The request will include the following information:

- **Immediate threat determination** – The County must provide documentation from the Florida Department of Health, Volusia County Health Department or equivalent public health authority that debris on private property is a threat to public health and safety.
- **Documentation of legal responsibility** – The County must demonstrate that it has the legal authority to enter private property and gated communities and accepts the responsibility to abate all hazards, regardless of whether or not a Federal Disaster Declaration is made.

If private property debris removal is authorized by FEMA, the County will be prepared to provide the following documentation:

- **Right-of-Entry and Hold Harmless Agreements** – The County will attain signed Right-of-Entry (ROE) and Hold Harmless Agreements (HHA) documents holding the federal government and the County harmless from any damages caused to private property. A sample ROE/HHA agreement is included in Appendix G. The County may execute ROE and HHA forms prior to a disaster under the condition that the ROE and HHA form do not reference a particular event or disaster number.
- **Photos** – Photographs will be taken of the conditions of private property before and after debris removal is completed. The photos will assist in the verification of address and scope-of-work on the property.
- **Private property debris removal assessment** – The assessment will be a property specific form to establish the scope of eligible work on the property. The assessment can be in the form of a map or work order, as long as the scope of work can be clearly identified.
- **Documentation of environmental and historic review –** Debris removal efforts on private property must comply with all review requirements under 44 CFR (specifically parts 9-Floodplain management and protection of wetlands and 10-Environmental Considerations).

Recovery Checklist: 2 Weeks – 1 Month

- Maintain and evaluate ROW clean-up.
- Begin ROW stump removal as necessary.
- Open additional TDSRS as necessary.
- Continue coordination meetings, including FEMA and FHWA.
- Begin beach scrape and screen process if necessary and approved by FEMA.
- Begin debris removal from private property and gated communities.
- Communicate project close-out to residents via press release.

Maintain and Evaluate ROW Clean-Up

Information on debris collection (vegetative, C&D, white goods, HHW, etc.) and completion progress will be documented by the monitoring firm and provided to the County on a daily basis. The County will document start and end dates for first pass and subsequent debris removal passes for proper record keeping and reimbursement from all appropriate agencies.

Begin ROW Stump Removal as Necessary

Following initial ROW debris removal efforts, the County may determine a significant threat remains to the County public in the form of hazardous stumps along the ROW. Before ROW stump removal operations commence all applicable DSG criteria or FEMA Publication 325 guidelines for eligibility will be reviewed. FEMA's Recovery

Policy for Hazardous Stump Extraction and Removal Eligibility is included in Appendix F. Current FEMA Publication 325 defines a stump as hazardous if all of the following criteria are met:

- The stump has 50 percent of more of the root-ball exposed;
- The stump is greater than 24 inches in diameter when measured 24 inches from the ground;
- The stump is located on a public ROW; and
- The stump poses an immediate threat to public health and safety.

The County will ensure FEMA is involved for eligibility determination prior to implementing a stump removal process.

Open Additional TDSRS Locations as Necessary

If the initial TDSRS are approaching maximum capacity, additional TDSRS may need to be prepared. The same procedures taken to open and monitor the initial TDSRS will be applied to any additional TDSRS the County may utilize.

Continue Coordination Meetings, Including FEMA and FHWA

Daily meetings held each morning at a location determined by the County will include key personnel from the County, monitoring firm and debris removal contractors. The purpose of daily coordination meetings is to focus on daily objectives and include a discussion of operational progress, issues and concerns, and best practices moving forward. During the meeting the County will also review real time statistics and completion maps that reflect operations through the end of the previous day. VCPW, debris removal contractor and the monitoring firm will coordinate debris removal plans and operations with assigned FEMA and FHWA representatives. It is critical to maintain timely communication with the County's assigned FEMA and FHWA representatives. The daily meetings help to ensure maximum coordination and assist to expedite resolving any operational problems that may occur.

Begin Beach Scrape and Screen Process if Necessary and Approved by FEMA

If the concentration of debris found along the beach is significant enough to warrant a threat to human health and safety, the debris removal contractor may be authorized to commence with the scrape and screen operation. This operation involves scraping sand (up to one foot deep) on each beach beginning at the private property line and ending at mean high water mark. The sand is then screened to remove debris and the cleaned sand is placed back on the beach to bring beach elevation back to pre-scrape level. Screen rejects will be hauled off the beach as debris to the TDSRS or final disposal site.

If the debris is disbursed and minimal in nature, the County may use internal forces to perform spot debris removal. In either case, the County will review prevailing DSG and seek authorization from FEMA prior to commencement of removal activities.

Begin Debris Removal from Private Property and Gated Communities

If approved, debris removal from private property and gated communities will be coordinated with the debris monitoring firm and debris removal contractors.

Communicate Project Close-Out to Residents via Press Release

The debris removal project close-out press release will focus on clarifying any ineligible debris confusion and communicating a curbside debris collection deadline to minimize illegal dumping. Protocol for leaners/hangers and private property/gated community debris removal programs, if applicable, will be communicated at this time. Depending on the severity of the debris-generating event, project close-out may be further away.

Recovery Checklist: 1 Month – 3 Months

- Maintain and evaluate ROW clean-up.
- Begin ROW leaners/hangers program.
- Begin ROE sand recovery process if necessary and approved by FEMA.
- Initiate haulout.
- Continue Coordination Meetings.

Maintain and Evaluate ROW Clean-Up

Information on debris collection and completion progress will be documented by monitoring firm and provided to the County on a daily basis. During this period, the County will announce the completion of second pass and establish tentative deadlines for residential curbside debris removal on the ROW, as well as a for the County's debris removal contractor to complete third pass.

Begin ROW Leaners/Hangers Program

A ROW leaners/hangers program will be initiated to remove leaning trees and hanging limbs along the public ROW that pose a danger to transportation routes, pedestrians and/or public/private structures. The threat will be identified and verified against DSG criteria and coordinated with FEMA for eligibility prior to the commencement of work to ensure maximum reimbursement. The County may utilize internal forces, the debris removal contractor or a combination to perform leaner/hanger removal. Currently FEMA Publication 325 provides the following guidance on eligibility requirements for leaners and hangers.

Leaner – A tree is considered hazardous and defined as a "leaner" when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is at least six (6) inches in diameter measured at chest height. In addition, one or more of the following FEMA Publication 325 criteria must be met:

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

Hanger – A hanger is a hazardous limb that poses a significant threat to the public. The current eligibility requirements for hangers according to FEMA Publication 325 are as follows:

- The limb must be greater than two (2) inches in diameter;
- The limb is still hanging in a tree and threatening a public-use area; and
- The limb is located on improved public property.

Unit Rate Tickets

Unit rate tickets will be used as reimbursement documentation for the County's Leaners/Hangers Program. An example of a unit rate ticket is located in Appendix E, Field Documents. To ensure maximum reimbursement, debris monitors will use GPS devices to document the GPS coordinates of tree or hanger removals and take digital photos of the work done.

Begin ROE Sand Removal/Recovery Process if Necessary and Approved by FEMA

The storm surge associated with a major debris-generating event may be significant enough to displace sand from the beach onto the public ROW and private property. The County will utilize internal forces, the debris removal contractor or a combination to perform sand removal/recovery activities. Removed sand will be screened and used for beach re-nourishment. If the sand displaced on private property is an adequate quantity for beach re-nourishment purposes, the County will evaluate the cost of removing, screening and replacing displaced sand on private property versus the cost of removing displaced sand as debris and securing clean sand from a remote location.

- To ensure maximum FEMA reimbursement for beach restoration activities, the County will review all applicable DSGs and coordinate with FEMA representatives prior to implementing any sand removal/recovery activities.

Initiate Haulout

Reduced debris at the TDSRS will be hauled to a final disposal site or recycled. Generally for final disposal purposes, the most environmentally responsible and cost-effective method is for the County to recycle reduced debris. The County will utilize its Tomoka Landfill, located at 1990 Tomoka Farms Road, Daytona Beach, Florida for final disposal. The County could utilize alternate sites for recycling and/or final disposal. See Table 3-4 for recycling options and Table 3-5 for other potential final disposal sites

Table 3-5
Potential Final Disposal Landfills

Name	Location
DeLand Landfill, Inc.	1988 W. Plymouth Ave. Deland, FL 32720
Samsula Landfill	363 S State Road 415, New Smyrna, FL 32168
Four Jays Recycling, Inc.	425 S State Road 415, New Smyrna, FL 32168

The County and the monitoring firm will ensure the debris removal contractor attains proper disposal tipping fee documentation. Appendix E contains a sample haulout ticket that will be used by the monitoring firm and debris removal contractor as reimbursement documentation for the County.

Continue Coordination Meetings

Coordination meetings with key personnel from the County, monitoring firm, debris removal contractors and FEMA will continue to be held. The frequency may be reduced from daily depending upon the debris removal progress and outstanding issues. The purpose of the meeting is to ensure timely communication for maximum coordination and guidance to expedite resolving any operational problems that may occur as the debris removal operations concludes.

Recovery Checklist: 3 Months – Project Completion

- Complete all debris recovery activities.
- Ineligible debris on ROW.
- Complete the disposal of reduced debris.
- Close-out and remediate TDSRS.
- Conduct project close-out meetings with FEMA and external agencies.

Complete All Debris Recovery Activities

The County's debris monitoring contractor and debris removal contractor will identify eligible debris piles. The debris removal contractor will ensure the eligible debris piles are removed promptly.

Ineligible Debris on ROW

Ineligible debris on the public ROW that has been identified will be removed by the County in one of three ways:

- Hold individual homeowners responsible for the disposal of ineligible debris; or
- Task the County debris removal contractor with the removal of ineligible debris and incur the associated cost. This debris will be hauled directly to final disposal/recycling at Tomoka Landfill to reduce associated handling costs.

- County will use internal forces to remove ineligible debris and dispose/recycle at the Tomoka Landfill.

Complete the Disposal of Reduced Debris

Reduced debris at the TDSRS will be hauled to a final disposal site or recycled. . Generally for final disposal purposes, the most environmentally responsible and cost-effective method is for the County to recycle reduced debris. The County will utilize its Tomoka Landfill, located at 1990 Tomoka Farms Road, Daytona Beach, Florida for final disposal. The County could utilize alternate sites for recycling and/or final disposal. See Table 3-4 for recycling options and Table 3-5 for other potential final disposal sites

Close-Out and Remediate TDSRS

FDEP will be contacted before final closure of the TDSRS to ensure all required actions are taken. Generally the TDSRS must be returned to their original environmental state. Restoration of the TDSRS includes removing all remnants of operations and the remediation of any contamination that may have occurred during operations. A final sample of environmental data will be collected to ensure the site is returned to its original state. Final closure of the TDSRS will require written notice to the FDEP. The results of any required environmental samples will be included with the written notice.

Conduct Project Close-Out Meetings with FEMA and External Agencies

The County will receive detailed data from the monitoring firm regarding the debris removal operations within the County prior to the project close-out meeting. The County will compile all contractor invoices, contracts and other documentation supporting debris removal operations in preparation of the project close-out meeting.

Section 4
OVERVIEW OF RULES AND REGULATIONS

The documents described in this section provide the legal authority for local governments to engage in debris clean-up operations and seek reimbursement from the federal government. The County will review each of these documents on an annual basis to familiarize themselves with the governing statutes, but also to identify any changes to the regulations and guidelines.

Federal Emergency Management Agency Guidelines

Under the current federal system, FEMA coordinates the response and recovery efforts for all Presidential declared disasters. FEMA provides guidance documents for local governments to be used for disaster planning and response. Three guidance documents that are generally associated with debris recovery have been summarized below.

FEMA Publication 322 – Public Assistance Guide

The PA Guide provides a general overview of the FEMA PA Program protocols immediately following a disaster. The PA Program provides the basis for the federal/local cost sharing program. This document specifically describes the entities eligible for reimbursement under the PA Program, the documentation necessary to ensure reimbursement, and special considerations local governments should be aware of to maximize eligible activities.

An electronic version of FEMA Publication 322 is available through the following hyperlink:

http://www.fema.gov/government/grant/pa/padocs.shtm

FEMA Publication 323 – Applicant Handbook

The Applicant Handbook (Handbook) is the official "how to" for local governments who are considering applying for reimbursement following a disaster through the PA Program. This Handbook should be used in conjunction with this Plan immediately following a debris-generating event.

The Handbook provides the rules, procedures and sample documents that local governments need as the "applicant" to FEMA. The publication is formatted so that the applicant has a step-by-step guide for each phase of the reimbursement process including what information is critical to ensure reimbursement.

An electronic version of FEMA Publication 323 is available through the following hyperlink:

http://www.fema.gov/government/grant/pa/padocs.shtm

FEMA Publication 325 – Debris Management Guide

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

- Elimination of immediate threats to lives, public health and safety;
- Elimination of immediate threats of significant damage to improved public or private property; and
- Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

An electronic version of FEMA Publication 325 is available through the following hyperlink:

http://www.fema.gov/government/grant/pa/padocs.shtm

Disaster Specific Guidance

Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with their numerical identification.

These guidance documents typically relate to the authorization of private property clean-up, clean-up and payment of stumps or notification of large projects. Staff should be aware of any new DSG that are issued by FEMA following an event.

Other Relevant Documents

The two primary directives developed by the federal government that provide for the authorization and use of federal funds to reimburse local governments for disaster-related expenses are the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the Code of Federal Regulations – Title 44 Emergency Management and Assistance. A brief summary of these laws is provided below.

Robert T. Stafford Disaster Relief and Emergency Assistance Act

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) provides the authorization of the PA Program. The fundamental provisions of this act are as follows:

- Assigns FEMA the authority to administer federal disaster assistance;
- Defines the extent of coverage and eligibility criteria of the major disaster assistance programs;
- Authorizes grants to the states; and

- Defines the minimum federal cost-sharing levels.

An electronic version of the Stafford Act is available through the following hyperlink:

http://www.fema.gov/about/stafact.shtm

Code of Federal Regulations: Title 44 – Emergency Management and Assistance

The Code of Federal Regulations – Title 44 Emergency Management and Assistance (44 CFR) provides procedural requirements for the PA Program operations. These regulations are designed to implement a statute based upon FEMA's interpretation of the Stafford Act. They govern the PA Program and outline program procedures, eligibility and funding.

An electronic version of 44 CFR: Title 44 is available through the following hyperlink:

http://www.access.gpo.gov/nara/cfr/waisidx_03/44cfrv1_03.html

Appendix A
MONITORING FIRMS AND DEBRIS REMOVAL CONTRACTORS

Monitoring Firms

Beck Disaster Recovery, Inc.
Disaster Debris Planning and Support Management
800 North Magnolia Avenue, Suite 400
Orlando, FL 32803
(407) 803-5700

Metric Engineering, Inc.
105 W. Wisconsin Avenue
DeLand, FL 32720
(305) 216-4224

Solid Resources, Inc.
2201 Center Court, Suite 119
Sarasota, FL 34232
(941) 379-8100

Debris Removal Contractors

Crowder-Gulf, Inc.
5535 Business Pkwy.
Theodore, AL 36582
(800)-992-6207

DRC Emergency Services, LLC
740 Museum Dr.
Mobile, AL 36608
(888) 721-4372

Omni Pinnacle, LLC
130 West Howze Beach Rd.
Slidell, LA 70458
(985) 645-0306

Phillips & Jordan, Inc.
P.O. Drawer 604
16 Court St.

Robbinsville, NC 28771
(828) 479-3371

Storm Reconstruction Services, Inc.
1609 Veterans Memorial Pkwy.
Tuscaloosa, AL 35404
(866) 566-0049

Appendix B
SAMPLE PRESS RELEASES

For Immediate Release

Volusia County, Fla. – The potential for dangerous hurricane conditions is eminent for Volusia County and its residents. In anticipation of a likely large debris-generating storm, residents are asked to secure or store all yard items that may become damaging projectiles. Once dangerous conditions subside and roads have been cleared of obstructions, residents should bring any debris to the public right-of-way for removal.

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Residents should separate clean, vegetative debris (woody burnable debris such as limbs and shrubbery) from construction and demolition debris. Do not mix hazardous material, such as paint cans, aerosol sprays, batteries, or appliances with construction and demolition debris. Household garbage, tires or roof shingles cannot be combined with any storm debris.

Do not place debris near any water meter vault, fire hydrant or any other above-ground utility. Only debris placed on the public right-of-way will be eligible for collection until further notice.

If all debris is not picked up during the initial pass, residents should continue to push remaining debris to the public right-of-way for collection on subsequent passes. Residential debris drop-off locations may be available within Volusia County. Check the Volusia County Web site (**INSERT WEB SITE**) for the location of these sites and the hours of operation or call **INSERT NUMBER**. Disposal of all reconstruction debris (debris resulting from rebuilding) is the responsibility of the homeowner.

Volusia County residents are encouraged to stay indoors until dangerous winds have passed. Please tune into local news channels for updated weather information.

####

For Immediate Release

Volusia County, Fla. – Volusia County is beginning its recovery process in the wake of **INSERT EVENT**. Volusia County residents are asked to place any storm-generated debris on the public right-of-way.

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Keep vegetative debris (woody burnable debris such as limbs and shrubbery) separated from construction and demolition debris, as they will be collected separately. Bagged debris should not be placed on the public right-of-way, only loose debris will be collected. Any roof shingles or tires resulting from **INSERT EVENT**, may be eligible for removal and should be separated at the curb.

Do not place debris near any water meter vault, fire hydrant or any other above-ground utility. Only debris placed on the public right-of-way will be eligible for collection until further notice. Household hazardous waste may be dropped off at the Tomoka Landfill and/or the West Volusia Transfer Station.

If all debris is not picked up during the initial pass, please continue to push remaining debris to the right-of-way for collection on subsequent passes. Household garbage collection will resume to its normal schedule on **INSERT DATE AND TIME**. Please check the Volusia County Web site (**INSERT WEB SITE**) for additional information and updates on the debris removal process.

For more information, please call the County's debris hotline at **INSERT NUMBER**.

####

For Immediate Release

Volusia County, Fla. – Final preparations are being made for the third and potentially final pass for debris removal in the wake of **INSERT EVENT.**

Volusia County residents should have all storm-generated debris in front of their homes on the public right-of-way (the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement) no later than **INSERT DATE** to be eligible for pick-up.

Volusia County will not be able to guarantee that debris placed on the public right-of-way after the specified deadline will be removed.

Residents should continue to separate vegetative debris (woody burnable debris such as limbs and shrubbery) and construction and demolition debris. Do not place debris near any water meter vault, fire hydrant or any other above-ground utility. Hazardous household chemicals such as paint cans and batteries may be deposited at the **INSERT LOCATION.**

You can follow the debris removal efforts in your neighborhood and the rest of the County by going to the Volusia County Web site (**INSERT WEB SITE**), or by calling **INSERT NUMBER**.

####

Appendix C
DEBRIS ESTIMATE MODELS

Table C-1
Category 1

Debris Volume Estimate Report

Volusia County | Florida

Category 1

BECK DISASTER RECOVERY, INC.

Cubic Yardage Estimate

Estimated 2007 Households	54,906
Storm Category	1
Vegetation Characteristic	Medium
Commercial/Industrial Density	Medium
Storm Precipitation Characteristic	Heavy

Q = H (C)(V)(B)(S) where:

Q =	quantity of debris in cubic yards		220,000
H =	number of households	=	54,906
C =	storm category factor in cubic yards	=	2
V =	vegetation characteristic multiplier	=	1.30
B =	commercial/business/industrial multiplier	=	1.20
S =	storm precipitation characteristic multiplier	=	1.30

Clean Woody Debris	154,000
Mixed C&D Debris	66,000
Total Debris	**220,000**

Cost Estimate

Debris Storage Site Requirements

AC	One Acre	4,840.00	Square Yards (SY)
20	Foot Stack Height	6.67	Yards
	Volume Per Acre	32,267	CY/AC
	Total Debris Estimate	220,000	
	Debris Storage Requirement	6.82	AC
	Road and Buffer Factor	1.66	
	Estimated Storage Requirements	**11.32**	**AC**

Notes:

[1] Source: USACE Hurricane Debris Estimating Model.

[2] Estimated number of hosueholds is based off a 2% increase per year

Table C-2
Category 2

Debris Volume Estimate Report

Volusia County | Florida
Category 2

BECK DISASTER RECOVERY, INC.

Cubic Yardage Estimate

Estimated 2007 Households	54,906
Storm Category	2
Vegetation Characteristic	Medium
Commercial/Industrial Density	Medium
Storm Precipitation Characteristic	Heavy

Q = H (C)(V)(B)(S) where:

Q =	quantity of debris in cubic yards		890,000
H =	number of households	=	54,906
C =	storm category factor in cubic yards	=	8
V =	vegetation characteristic multiplier	=	1.30
B =	commercial/business/industrial multiplier	=	1.20
S =	storm precipitation characteristic multiplier	=	1.30

Clean Woody Debris	623,000
Mixed C&D Debris	267,000
Total Debris	**890,000**

Cost Estimate

Debris Storage Site Requirements

AC	One Acre	4,840.00	Square Yards (SY)
20	Foot Stack Height	6.67	Yards
	Volume Per Acre	32,267	CY/AC
	Total Debris Estimate	890,000	
	Debris Storage Requirement	27.58	AC
	Road and Buffer Factor	1.66	
	Estimated Storage Requirements	**45.79**	**AC**

Notes:

[1] Source: USACE Hurricane Debris Estimating Model.

[2] Estimated number of hosueholds is based off a 2% increase per year

Table C-3
Category 3

Debris Volume Estimate Report

Volusia County | Florida
Category 3

BECK DISASTER RECOVERY, INC.

Cubic Yardage Estimate

Estimated 2007 Households	54,906
Storm Category	3
Vegetation Characteristic	Medium
Commercial/Industrial Density	Medium
Storm Precipitation Characteristic	Heavy

Q = H (C)(V)(B)(S) where:

Q =	quantity of debris in cubic yards		2,900,000
H =	number of households	=	54,906
C =	storm category factor in cubic yards	=	26
V =	vegetation characteristic multiplier	=	1.30
B =	commercial/business/industrial multiplier	=	1.20
S =	storm precipitation characteristic multiplier	=	1.30

Clean Woody Debris	2,030,000
Mixed C&D Debris	870,000
Total Debris	**2,900,000**

Cost Estimate

Debris Storage Site Requirements

AC	One Acre	4,840.00	Square Yards (SY)
20	Foot Stack Height	6.67	Yards
	Volume Per Acre	32,267	CY/AC
	Total Debris Estimate	2,900,000	
	Debris Storage Requirement	89.88	AC
	Road and Buffer Factor	1.66	
	Estimated Storage Requirements	**149.19**	**AC**

Notes:

[1] Source: USACE Hurricane Debris Estimating Model.

[2] Estimated number of hosueholds is based off a 2% increase per year

Table C-4
Category 4

Debris Volume Estimate Report

Volusia County | Florida
Category 4

BECK DISASTER RECOVERY, INC.

Cubic Yardage Estimate

Estimated 2007 Households	54,906
Storm Category	4
Vegetation Characteristic	Medium
Commercial/Industrial Density	Medium
Storm Precipitation Characteristic	Heavy

Q = H (C)(V)(B)(S) where:

Q =	quantity of debris in cubic yards		5,570,000
H =	number of households	=	54,906
C =	storm category factor in cubic yards	=	50
V =	vegetation characteristic multiplier	=	1.30
B =	commercial/business/industrial multiplier	=	1.20
S =	storm precipitation characteristic multiplier	=	1.30

Clean Woody Debris	3,899,000
Mixed C&D Debris	1,671,000
Total Debris	**5,570,000**

Cost Estimate

Debris Storage Site Requirements

AC	One Acre	4,840.00	Square Yards (SY)
20	Foot Stack Height	6.67	Yards
	Volume Per Acre	32,267	CY/AC
	Total Debris Estimate	5,570,000	
	Debris Storage Requirement	172.62	AC
	Road and Buffer Factor	1.66	
	Estimated Storage Requirements	**286.56**	**AC**

Notes:

[1] Source: USACE Hurricane Debris Estimating Model.

[2] Estimated number of hosueholds is based off a 2% increase per year

Table C-5
Category 5

Debris Volume Estimate Report

Volusia County | Florida

Category 5

BECK DISASTER RECOVERY, INC.

Cubic Yardage Estimate

Estimated 2007 Households	54,906
Storm Category	5
Vegetation Characteristic	Medium
Commercial/Industrial Density	Medium
Storm Precipitation Characteristic	Heavy

Q = H (C)(V)(B)(S) where:

Q =	quantity of debris in cubic yards		8,910,000
H =	number of households	=	54,906
C =	storm category factor in cubic yards	=	80
V =	vegetation characteristic multiplier	=	1.30
B =	commercial/business/industrial multiplier	=	1.20
S =	storm precipitation characteristic multiplier	=	1.30

Clean Woody Debris	6,237,000
Mixed C&D Debris	2,673,000
Total Debris	**8,910,000**

Cost Estimate

Debris Storage Site Requirements

AC	One Acre	4,840.00	Square Yards (SY)
20	Foot Stack Height	6.67	Yards
	Volume Per Acre	32,267	CY/AC
	Total Debris Estimate	8,910,000	
	Debris Storage Requirement	276.14	AC
	Road and Buffer Factor	1.66	
	Estimated Storage Requirements	**458.39**	**AC**

Notes:

[1] Source: USACE Hurricane Debris Estimating Model.

[2] Estimated number of hosueholds is based off a 2% increase per year

Appendix D
COUNTY APPROVED TDSRS AND FDEP GUIDANCE FOR TDSRS

Florida Department of Environmental Protection
Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

ELECTRONIC MAIL
JAngiulli@co.volusia.fl.us

Mr. John V. Angiulla
Interim Director
Volusia County Solid Waste Division
3151 E. New York Avenue
DeLand, Florida 32724

OCD-SW-07-0383

Volusia County– SW
Plymouth Avenue Landfill Staging Area – WACS # 27539
Tomoka Farms Road Landfill Staging Area – WACS # 27540
Pre-Approval for Temporary Debris Staging Sites

Dear Mr. Angiulla:

Based on a review of the information submitted by Jennifer Stirk on behalf of Volusia County the Central District Waste Program approves the staging sites listed below for the temporary storage of storm related debris. All staging sites must be managed as directed by Attachment 1 and all Emergency Final Orders issued by the state of Florida.

1. Plymouth Avenue Landfill Staging Area
2. Tomoka Farms Road Landfill Staging Area

You have indicated that the staging sites will be primarily used for the temporary storage of vegetative waste. The only other type of waste authorized to be stored at the staging sites is construction and demolition (C&D) type waste. If the County does store both vegetative and C&D waste at a single staging site the two waste types must be stored separately.

If you have any questions or need further information, please contact Jeff Waters at (407) 893-3328 or by e-mail at jeff.t.waters@dep.state.fl.us. Thank you for your effort to help prepare for the 2007 hurricane season.

Sincerely,

F. Thomas Lubozynski, P.E.
Waste Management Administrator

Date: September 21, 2007

FLT/jtw
cc : Jennifer Stirk, Volusia County Solid Waste Division, JStirk@co.volusia.fl.us
Attachments:1. Guidance for Establishment, Operation and Closure of Staging Areas for Hurricane-generated Debris

"More Protection, Less Process"
www.dep.state.fl.us

Guidance for Establishment, Operation and Closure of Staging Areas for Hurricane-generated Debris

Updated: November 19, 2004

General Information

1. The Department understands that in addition to other requirements by the Federal Emergency Management Agency (FEMA), staging areas must be approved by the Department in order for the owner/operator of the staging area to receive Public Assistance funds from FEMA. Field authorizations for staging areas by the Department may be issued prior to or following a site inspection by Department personnel for staging areas to be used for temporary storage and processing of Hurricane-generated debris.

2. Field authorizations for staging areas may be requested by providing oral or written notice to the Department containing the following information.

- A description of the staging area design: For example, is the staging area an open field or paved? Is it near bodies of water or potable wells? What areas would be used for staging debris and for processing?
- Plans for operation of the staging area: For example will it be used for staging only or also processing? What wastes will be managed and what are the anticipated operating hours and days of the week when the site will be open? Who can bring wastes to the site? If processing occurs, what type is expected?
- The location of the staging area should be provided including the address and if possible, its latitude and longitude or directions from major roadways.
- The name, address, and telephone number of the site manager should be provided.

3. The Department prefers that requests for approval of staging areas be made by solid waste officials in the county or city where the staging area is located. Such staging areas do not need to be owned by the local government but must have county or city (or its designated contractors) oversight and management. The Department may consider approving the private operation of staging areas on a case-by-case basis.

4. The owner or operator of each staging area should keep records of the amount and type of waste received, waste sent off-site for disposal or recycling, and waste left on-site. Such records can be very valuable for demonstrating that the staging area has been operated in accordance with applicable regulations and orders. These records should be kept at a location designated by the site manager and made available for review by Department staff upon request.

Location of Staging Areas

5. If possible, it is advisable to test the soil, groundwater and/or surface water at a proposed staging area prior to receipt of Hurricane-generated debris to establish pre-existing conditions.

6. Staging areas for debris other than yard trash and uncontaminated vegetative debris must not be located within 500 feet of a potable water well, unless otherwise approved by the Department. Staging areas for yard trash and uncontaminated vegetative debris must not be located within 100 feet of a potable water well, unless otherwise approved by the Department.

7. Staging areas for debris other than yard trash and uncontaminated vegetative debris must not be located within 200 feet of a natural or artificial body of water, unless otherwise approved by the Department. Staging areas for yard trash and uncontaminated vegetative debris must not be located within 50 feet of a natural or artificial body of water, unless otherwise approved by the Department.

8. In no case should a staging area be located in wetlands or a water body.

Operation of Staging Areas

9. Staging areas should have:
- stormwater controls, such as silt fences, to prevent discharge of contaminated runoff into water bodies where such discharge may cause violations of Department standards (example: turbidity);
- some method to control the offsite migration of dust, wood chips or other debris residuals from vehicular traffic and from the handling of debris and ash;
- some type of access control to prevent unauthorized dumping and scavenging; and,
- spotters to correctly identify and segregate waste types for appropriate management.

10. Only construction and demolition debris, land clearing debris, yard trash, vegetative waste, or Class III waste may be stored at the staging area. Class I waste (such as household garbage, putrescible waste, or mixed wastes containing these materials) must be removed from the staging areas and disposed of as soon as practicable to prevent odor, vectors and sanitary nuisances. Again, spotters should be used during waste pickup and/or at the staging areas to correctly identify and segregate waste types for appropriate management. The following management options for the Hurricane-generated debris must be followed.
- Class I wastes, including all mixed wastes, must be disposed of at a Class I landfill or, except for asbestos-containing materials, in a waste-to-energy facility.
- Non-recyclables and residuals generated from segregation of Hurricane-generated debris shall also be disposed of in a Class I landfill or waste-to-energy facility.
- Uncontaminated yard trash may be disposed of in permitted lined or unlined landfills, permitted land clearing debris facilities or permitted construction and demolition debris disposal facilities.
- Uncontaminated yard trash and clean wood may be processed at a registered yard trash processing facility.
- Construction and demolition debris that is mixed with other Hurricane-generated debris need not be segregated from other solid waste prior to disposal in a lined landfill. Construction and demolition debris that is either source-separated or is separated from other Hurricane-generated debris at an authorized staging area may be managed at a permitted construction and demolition debris disposal or recycling facility upon approval by the Department of the methods and operational practices used to inspect the waste during segregation.
- Unsalvageable refrigerators and freezers containing solid waste such as rotting food that may create a sanitary nuisance may be disposed of in a Class I landfill; provided, however, that chlorofluorocarbons and capacitors must be removed and recycled to the greatest extent practicable using techniques and personnel meeting the requirements of 40 CFR Part 82.

11. Burning of Hurricane-generated yard trash, other vegetative debris, and in some cases demolition debris, provided reasonable efforts are made to limit the demolition debris being burned to untreated wood, is allowed in air curtain incinerators (ACIs) if the conditions of the Emergency Order[1], OGC No. 04-1659, are followed. The following additional information is provided for operation of the ACIs and management of the ash residue.
- The ACI burn area should have a minimum setback distance of 100 feet from the debris piles and 1000 feet from the nearest building, or as required by the local Fire Department.
- Ash should be removed from the ACI burn pit when the level reaches approximately two feet below the lip of the burn pit and the burn should be extinguished 2 hours before removal of the ash.
- As required in the Order, ash residue from the combustion of yard trash or clean wood wastes may be disposed of in a permitted disposal facility, or may be land spread in

[1] The Emergency Order can be obtained from the Department's website at the following address: http://www.dep.state.fl.us/mainpage/em/hurricane04.htm. The Emergency Order also has additional information on the management of domestic wastewater residuals.

any areas approved by local government officials except in wellfield protection areas or water bodies.

- As required in the Order, ash from the combustion of other Hurricane-generated debris shall be disposed of in a Class I landfill. Metals or other non-combustible materials segregated from the ash residue may also be disposed of in an unlined, permitted landfill.

12. Open burning of Hurricane-generated vegetative debris must receive prior authorization from the Division of Forestry. Ash from this burning may be disposed or used as described above for ACIs.

13. Chipping and/or grinding of Hurricane-generated vegetative debris is encouraged to help reduce the volume of the material. The Department recommends the following guidelines for managing the volume reduced material.

- In accordance with National Fire Protection Association[2], mulch and chip piles should not exceed 18 feet in height, 50 feet in width and 350 feet in length. Piles should be subdivided by fire lanes having at least 25 feet of clear space at the base around each pile. These piles should not be compacted.
- Smoking should only be allowed in designated areas well away from the combustible material.
- Possible uses of the size reduced material include: (1) a soil amendment where it is disked into the soil or mixed with potting soil; (2) as mulch for weed control, moisture retention, soil temperature control, erosion control or slope stabilization; (3) fuel; (4) feedstock for composting operations; (5) animal bedding material; and (6) pulp wood.
- Use of the size reduced material as a soil amendment must be at normally accepted agronomic rates as determined by industry practice. Recommendations for appropriate application rates by the Institute of Food and Agricultural Sciences[3] (IFAS) may be used, and can be obtained from the local IFAS Agricultural Extension agent.
- The use of mulch must be considered beneficial rather than disposal. Mulch must not be placed in water bodies or on wetlands.

Closure of Staging Areas

14. Staging areas for Hurricane-generated debris are temporary locations that can be used for the duration of the Emergency Order or as otherwise approved by the Department. The following guidelines apply to the closing of temporary staging areas.

- Owner/operators of the staging areas must contact the Department prior to closing a staging area to discuss and coordinate what will be required for closure including environmental sampling, if needed.
- All Hurricane-generated debris must be removed by the expiration of the Emergency Order, unless otherwise approved by the Department.
- Mulch produced from processing vegetative debris may be left on-site if prior approval is obtained from the Department. The Department will consider these requests on a case-by-case basis.
- Areas that were only used to stage vegetative debris, or ash from burning solely vegetative debris, will not require any environmental sampling after the debris or ash is removed unless there is reason to believe that the area may have become contaminated (e.g., significant visible staining or known contaminant releases in the area).
- Areas that were used to stage mixed debris, or ash from burning mixed debris, will normally require environmental sampling after the debris or ash is removed unless there is reason to believe that no contamination of the area occurred (e.g., the area is paved with asphalt or concrete and there is no visible evidence of staining or known contaminant releases).

[2] NFPA 230, "Standard for the Fire Protection of Storage"
[3] The web address for IFAS is http://www.ifas.ufl.edu/

- When environmental sampling for soils and groundwater is needed, it should typically include at least one soil sample and one groundwater monitoring well in areas showing significant visible staining or areas believed to be impacted by the staged waste or ash. Unless otherwise approved by the Department, these samples should normally be analyzed for total RCRA metals, volatile organic compounds and semi-volatile organic compounds using approved EPA methods. The Department can also require other approaches to conducting environmental sampling at staging areas on a case-by-case basis.

15. The Department must be informed in writing when all closure activities at the staging area are completed. If environmental sampling was conducted as part of the closure activities, then the closure notice should include the results of this sampling, unless otherwise approved by the Department.

Appendix E
FIELD DOCUMENTS

BECK DISASTER RECOVERY, INC.	LOAD TICKET #

Applicant:	**Disaster #**
Program:	**Contractor:**
Truck # :	**Truck Capacity:**

House # :	**Street Name:**	**Zone #:**

Debris Classification:

☐ Vegetative/Woody	☐ Mixed
☐ Construction & Demolition	☐ White Goods
☐ Household Hazardous Waste	☐ Animal Carcasses
☐ Hazardous Materials / Toxic	☐ Other:_____

Driver's Name:	**Loading Odometer:**
Loading Time:	**Loading Date:**
Monitor Signature:	**I.D. #**

TDSRS / Disposal Site Location:	
Load Call (%):	**Disposal Odometer:**
Disposal Time:	**Disposal Date:**
Monitor Signature:	**I.D. #**
Contractor Signature:	**I.D. #**
Notes:	

White - Applicant *Yellow and Blue - Contractor* *Pink and Green - Driver* *Gold - Site Copy*

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Volusia County FLORIDA

BECK DISASTER RECOVERY, INC.	HAULOUT TICKET #
Applicant:	**Disaster #**
Program:	**Contractor:**
Truck # :	**Truck Capacity:**
TDSR Site:	

Haulout Debris Classification:

☐ Vegetative Mulch	☐ White Goods
☐ Ash	☐ Hazardous Materials / Toxic
☐ C & D Mulch	☐ Household Hazardous Waste
☐ C & D Compacted	☐ Other:_____

Driver's Name:	**Loading Odometer:**
Loading Time:	**Loading Date:**
Monitor Signature:	**I.D. #**

Disposal Site Location:	**Disposal Odometer:**
Load Call (%):	**Weight (tons / lbs.)**
Disposal Time:	**Disposal Date:**
Monitor Signature:	**I.D. #**
Contractor Signature:	**I.D. #**
Notes:	

Khaki - Applicant Yellow and Blue - Contractor Pink and Green - Driver Gold - Site Copy

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BECK DISASTER RECOVERY, INC.

UNIT RATE TICKET

#

Applicant:	**Disaster #**

Program:

☐ Parks ☐ Right-of-Entry ☐ Time & Materials

☐ ROW Lean/Hanger ☐ Stumps ☐ _____

Contractor:	**Crew # :**
Survey Item # :	**GPS:** **N:** **W:**

House # :	**Street Name:**	**Zone #:**

Parcel # :	**ROE # :**

Contract Rate Code:

1 3 5 7 9

2 4 6 8 Other: _____

Contract Rate Sub-Code

A C E G I

B D F H Other: _____

Unit Count:	**Measurement:**

Start Time: A P	**End Time:** A P	**Date:**

Monitor Signature: **I.D. #**

Contractor Signature: **I.D. #**

Notes:

White - Applicant *Yellow and Blue - Contractor* *Pink and Green - Driver* *Gold - Site Copy*

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BECK DISASTER RECOVERY, INC.

TRUCK CERTIFICATION

CAPACITY	VEHICLE I.D.

GENERAL INFORMATION			
Applicant:	Disaster #	Cert. Location:	
Contractor:	Subcontractor:	Date:	Time: A P
Driver Name:	License #	State:	Expiration:
Driver Phone:	Tag #	State:	Expiration:

Vehicle Type: ☐ Dump Truck ☐ Hydraulic Dump Trailer ☐ Non-hydraulic Dump Trailer ☐ Semi-Trailer ☐ Self-Loading Truck ☐ Other: _____

Features: ☐ Sideboards ☐ Dog Box ☐ Curved/Angled Sides/Floor ☐ Tail Gate Extension ☐ Wheel Wells ☐ Other: _____

MEASUREMENT INFORMATION

Primary Interior Dimensions:	L_1	x W_1	x H_1	= V_1	Cubic Feet (to 0.1)	

Modifications to Overall Interior Dimensions

Circle "+" for Addition or "-" for deduction

Type Code: 1 = Box Shape; 2 = Sideboards; 3 = Tail Gate Extension; 4 = Dog Box; 5 = Wheel Wells; 6 = Other _____

Type Code$_2$:	L_2	x W_2	x H_2	= V_2	CF (to 0.1)	+	-
Type Code$_3$:	L_3	x W_3	x H_3	= V_3	CF (to 0.1)	+	-
Type Code$_4$:	L_4	x W_4	x H_4	= V_4	CF (to 0.1)	+	-
Type Code$_5$:	L_5	x W_5	x H_5	= V_5	CF (to 0.1)	+	-

V_{total} = Primary Interior Cubic Feet +/- Modification Cubic Feet

CYD = V_{total} / 27 *(rounded to the nearest whole number)*

= V_{total} CF (to 0.1) CYD

VEHICLE SKETCH

Primary (Side View)

Primary (End View)

Type Code2: (if applicable)

Type Code3: (if applicable)

Type Code4: (if applicable)

Type Code5: (if applicable)

Measured by: I.D. #	Calculated by: I.D. #	Checked by: I.D. #
Applicant Representative (print): I.D. #	**Contractor Representative (print)** I.D. #	
Signature:	**Signature:**	

White - Applicant Yellow and Blue - Contractor Pink and Green - Driver Gold - Site Copy

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Appendix F
HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY

FEMA
RECOVERY POLICY - RP9523.11

I. TITLE: Hazardous Stump Extraction and Removal Eligibility

II. DATE: May 1, 2006

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two

Page 1 of 2

FEMA
RECOVERY POLICY - RP9523.11

feet from the ground), with the consensus of the Applicant and the State, and is approved in advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps – the same equipment is used to pick up "regular" debris can be used to pick up these stumps.

4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level, and the cut portion included with regular vegetative debris. Straightening or bracing of trees is not eligible for reimbursement.

VIII. **ORIGINATING OFFICE:** Recovery Division (Public Assistance Branch)

IX. **SUPERSESSION:** This Policy Directive supersedes all previous guidance on this subject.

X **REVIEW DATE:** Three years from the date of publication.

David Garratt
Acting Director of Recovery
Federal Emergency Management Agency

Page 2 of 2

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No	CY	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Appendix G
SAMPLE RIGHT-OF-ENTRY AGREEEMENT

ROE Number:

RIGHT OF ENTRY AGREEMENT

Volusia County, Florida

I/We _____, the owner(s) of the property commonly identified as_____,
_____, County of _____,

State of Florida, do hereby request aid in removing debris to prevent further damage to my/our property and therefore grant and give freely and without coercion, the right of access and entry to said property to Volusia County, or the United States Government, its employees, agents, contractors, and subcontractors thereof, pursuant to all applicable laws for the purpose of removing and clearing any or all storm-generated debris of whatever nature from the above described property.

It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless, Volusia County, State of Florida and the United States Government, their agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines and other utility lines located on the described property.

I/We (have ___, have not ___), (will ___, will not___) receive(d) any compensation for debris remova1 from any other source including SBA, NRCS, private insurance, individual and family grant program or any other PA Program. I will report any insurance settlements made to me or my family for debris removal on this property that has been performed at government expense. I am fully aware that an individual who fraudulently or willfully misstates any fact in connections with this agreement shall be subject to a fine of not more than $10,000 or imprisoned for not more than one year or both.

STRUCTURAL DEMOLITION/REMOVAL

I/We (do_____, do not_____) request demolition and/or removal of unsafe structures on the described property, and upon request, certify that I/we have dwelling and/or appurtenant structures located on the property that are storm damaged to the extent to be unsafe, uninhabitable and beyond reasonable repair. If Volusia County's debris removal program allows structural demolition and/or removal of unsafe structures by this request, I/we extend right of entry for such

purpose. By this authorization I/we state all personal effects of value to me/us have been removed from the property. I/We understand that the County is not obligated to demolish or remove structures as part of the debris removal program, and that any structures that may be removed under the program are recognized to be unsafe.

For the considerations and purposes set forth herein, I hereby set my hand this _____day of _____, 20_____.

Owner Signature: _____Owner Signature: _____

Printed Name: _____ Printed Name: _____

_____

Address Telephone

Witness (Signature/Printed Name): _____

Address: _____

Appendix H
WORKPLACE SAFETY PROGRAM GUIDELINES



WORKPLACE

SAFETY PROGRAM

GUIDELINES

Volusia County
Workplace
Safety Program Guidelines

PREFACE

This manual establishes Volusia County's Workplace Safety Program Guidelines and procedures that promote the safety of all County employees while providing reliable and cost effective governmental services to our citizens. Our goal is to eliminate risks to employee safety in the work environment and risks to citizens utilizing our facilities and services.

March 2005/Personnel

Volusia County
Workplace
Safety Program Guidelines

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I. MANAGEMENT COMMITMENT AND INVOLVEMENT

1.0 VOLUSIA COUNTY SAFETY POLICY

It is the policy of Volusia County Government to provide and maintain safe and healthful working conditions, to follow operating practices that will safeguard employees and citizens and to provide efficient operations.

In keeping with the Safety Program, implementation and integration is dependent on the management within each department and division. No aspect of the County's operations warrants greater attention than human resources.

Identification of potentially hazardous operations or conditions requires attention and positive corrective actions. Safety guidelines provided by this safety manual and other safety regulations should be utilized. Training will be used to assure that the County work force is capable of performing their tasks safely.

The County is continuously exerting every effort to make its equipment and working areas as safe as possible by providing new facilities and machinery as needed. By the same token, all employees are expected to perform their tasks in a safe manner and to be concerned with the safety and welfare of fellow employees.

1.1 SAFETY RESPONSIBILITIES AND ENFORCEMENT

A. GENERAL

While safety of operations is everyone's responsibility, the essential persons involved in a responsive safety program are supervisors. Supervisors have the responsibility of making sure that tasks are accomplished and their employees have the resources by which to perform those tasks.

In Volusia County, everyone has an important role in the safety effort. It is through everyone who, by their attitude, ideas, and thoughtful actions, tasks are accomplished without personal injury or equipment damage.

B. DEPARTMENT DIRECTORS

Department Directors are responsible for evaluating and reducing known workplace hazards and unsafe work practices *(see Appendixes 1 and 2 – Workplace Hazard Assessment and Job Hazard Analysis forms)* within their department. The Department Directors also prepare and submit budget requests for safety related items.

C. DIVISION DIRECTORS

Division Directors are responsible for evaluation and reduction of known workplace hazards and unsafe work practices discovered through evaluation, claim investigation,

safety committee reports and employee complaints or suggestions *(see Appendixes 1 and 2 – Workplace Hazard Assessment and Job Hazard Analysis forms).*

Division Directors establish effective job-specific safety training programs within their area and ensure that their employees adhere to established safety rules. They will normally be delegated the authority to enforce safety policies and rules. Division Directors will advise their Department Directors of unsafe conditions or problems related to accident/claim prevention and recommendations for loss control.

Each Division Director may designate a "Safety Contact" person to act as a liaison between management, staff, and the Safety Coordinator.

E. SUPERVISORS

Supervisors ensure that employees under their supervision are thoroughly trained in the safe work practices of their particular jobs and job environment. Supervisors are responsible for employees receiving appropriate job-specific safety rules. They also ensure that employees understand the rules, the requirement to abide by the rules and the consequences of willful or repeated violations of these rules. Supervisors enforce safety policies, standards and rules within their sphere of authority. They take positive action to correct all known or potential safety hazards in their work areas and protect their employees from inherent job hazards. They ensure that their employees have the proper equipment and protective devices to safely do their jobs. Supervisors make sure all injuries are properly treated and promptly reported, and all accidents are investigated and reported even if injury is not apparent. They advise their supervisor or Division Director of unsafe conditions, unsafe acts, problems related to accident prevention and make recommendations for loss control *(see Appendixes 1 and 2 – Workplace Hazard Assessment and Job Hazard Analysis forms).*

F. EMPLOYEES AND VOLUNTEERS

Employees and volunteers of Volusia County Government are expected to place safe work practices and identification of unsafe conditions as the highest priorities while performing daily tasks. Safety commitment includes the following:

1. Abiding by all established work rules and standards, including proper use of issued safety equipment and protective devices;
2. Following the prescribed safe procedures for performing work tasks (no shortcuts or unauthorized procedures);
3. Adhering to all warning, caution, or instructional signs in the workplace;
4. Reporting all accidents and unsafe conditions or incidents;
5. Not performing tasks or operations where unsafe conditions exist;
6. Warning all co-workers of unsafe conditions or practices;
7. Using only the equipment, vehicles, and tools on which they are trained, proficient, and authorized;
8. Using equipment and tools only for their intended purposes;

9. Reporting all defective equipment and tools;

10. Operating County motor vehicles within the posted speed limits, road restrictions, and laws;

11. Not driving a vehicle, using equipment or tools, or performing any work task while under the influence of alcohol or drugs that alter clarity or reason of the mind, or that cause drowsiness; and

12. Being attentive and actively participating in job, equipment, and safety training.

G. SAFETY COORDINATOR

The Volusia County Safety Coordinator serves as a resource to County management on implementation and maintenance of effective workplace safety programs. Workplace conditions and practices are evaluated to ensure that: reasonable measures have been taken to provide employees with safe working conditions; recognized hazards are eliminated or that workers are protected; and all mandated standards, rules and laws have been adopted and correctly implemented. The Safety Coordinator provides, assists or arranges for required safety training and provides advice and technical information to supervisors for claim investigation purposes. He/She also provides technical support to the safety committees to help facilitate their meetings and evaluate their department/division programs. As a resource to the staff, the Safety Coordinator ensures that Volusia County remains current with the latest employee safety issues, standards and technology. Further, the Safety Coordinator monitors the Workplace Safety Program to determine its effectiveness and makes recommendations for program improvements and enhancements.

1.2 ACCOUNTABILITY

County Departments fund the Risk Management Program through appropriations into an Internal Service Fund. All expenditures associated with insurance, legal and claim costs are paid from this fund. The best way to reduce our costs is through an aggressive loss prevention program and pro-active approach to safety.

For more information regarding Risk Management and the Loss Funding Program see "*Supervisor's Guide to Risk Management"* on Personnel/Risk Management's ENN webpage.

II. SAFETY GUIDELINES

2.0 GENERAL

All Departments and Divisions should send a copy of their workplace safety program and job-specific safety rules to the Safety Coordinator, Personnel Division.

2.1 SAFETY STANDARDS AND GUIDELINES

The following references may be used as guidelines when developing a workplace safety program:

A. OSHA – Occupation Safety and Health Administration Standards

B. National Fire Protection Association Standards

C. Manual on Uniform Traffic Control Devices and other Department of Transportation Safety Standards

D. American National Standards Institute (ANSI) Safety Standards

E. Florida Statutes

F. Building Air Quality: *A Guide for Building Owners and Facility Managers*

G. American Congress of Governmental Industrial Hygienist Standards

H. National Safety Council

I. Consumer Product Safety Commission

J. American Society for Testing and Materials

K. Standard Fire Prevention Code – *Southern Building Code Congress International, Inc.*, and local fire authority ordinances and regulations

L. Federal Motor Carrier Safety Regulations

M. National Electrical Code

N. U.S. Coast Guard Auxiliary Boating Skills and Seamanship course

2.2 DOCUMENT RESOURCE INFORMATION

A. Code of Federal Regulations (CFR) information can be obtained from OSHA.

Jacksonville (904) 232-2895

Atlanta (404) 562-2300

Internet: http://www.osha.gov/

B. Information regarding standards and guidelines can be obtained from the Safety Coordinator at 736-5951, ext. 2426

2.3 GENERAL GUIDELINES FOR ALL EMPLOYEES

A. LIFTING:

1. Plan the move before lifting; ensure that you have an unobstructed pathway.
2. Test the weight of the load before lifting by pushing the load along the resting surface.
3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
6. Face the load.
7. Bend at the knees, not at the back.
8. Keep your back straight.
9. Get a firm grip on the object using your hands and fingers. Use handles when they are present.
10. Hold the object as close to your body as possible.
11. While keeping the weight of the load on your legs, stand to an erect position.
12. Perform lifting movements smoothly and gradually; do not jerk the load.
13. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
14. Set the objects down in the same manner as you picked them up, except in reverse.
15. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.
16. Never lift anything if your hands are greasy or wet.
17. Wear protective gloves when lifting objects that have sharp corners or jagged edges.
18. Slide materials to the end of the tailgate before attempting to lift them off a truck. Do not lift over the walls or tailgate of the truck bed.

B. HOUSEKEEPING

1. Do not place materials such as boxes or trash in walkways, passageways, or stairwells.
2. Stack materials neatly in the designated storage area.
3. Do not block or obstruct stairwells, exits, or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.
4. Do not try to kick objects out of pathways. Push or carry them out of the way.
5. Clean your work area frequently. Do not let work residue build up to create a slip or trip hazard.
6. After completing your work task, put unneeded tools and materials away in their designated storage areas.
7. Do not let items overhang from shelves into walkways.
8. Straighten or remove rugs or mats that do not lie flat on the floor.
9. Clean up spills or leaks immediately by using a paper towel, rag, or a mop and bucket.
10. Use caution signs/cones to barricade slippery areas such as freshly mopped floors.

C. LADDERS AND STEP LADDERS

1. Read and follow the manufacturer's instructions label affixed to the ladder if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber footpads, or are otherwise visibly damaged.
3. Keep ladder rungs clean and free of grease. Remove build-up of material such as dirt or mud.
4. Do not place ladders in a passageway or doorway without posting warning signs or cones that detour pedestrian traffic away from the ladder. Lock the doorway that you are blocking with the ladder and post signs that will detour traffic away from your work.
5. Do not place a ladder at a blind corner or doorway without diverting foot traffic by blocking or roping off the area.
6. Allow only one person on a ladder at a time.
7. Maintain a three-point contact by keeping both hands and one foot, or both feet and one hand, on the ladder at all times when climbing up or down the ladder.
8. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.

9. Do not stand on tables, chairs, boxes or other improvised climbing devices to reach high places. Use a ladder or stepstool.
10. Do not stand on the top two rungs of any ladder.
11. When using a straight or extension ladder, extend the ladder at least 3 feet above the edge of the landing.
12. Do not stand on a ladder that wobbles, or leans to the left or right of center.
13. Secure the ladder in place by tying it to the structure or having another employee hold it.
14. Do not move a rolling ladder while someone is on it.
15. Do not place ladders on barrels, boxes, loose bricks, pails, concrete blocks or other unstable bases.
16. Do not carry items in your hands while climbing up or down a ladder.
17. Do not try to "walk" a ladder by rocking it. Climb down the ladder, and then move it.
18. Do not use a ladder as a horizontal work platform.

D. STAIRS

1. Use handrails when ascending or descending stairs.
2. Do not run on stairs or take more than one stair at a time
3. Do not jump onto or from stairs.
4. Do not lean over hand rails on stairwells or landings

E. HAZARDOUS MATERIALS

1. Follow the instructions on the label and in the Material Safety Data Sheet (MSDS) for each chemical product used in your workplace.
2. Use personal protective clothing and equipment such as neoprene gloves, rubber boots, rubber aprons, and protective eyewear, when using chemicals labeled "Flammable", "Corrosive", "Caustic", or "Poisonous".
3. Do not use protective clothing that has split seams, pinholes, cuts, tear, or other signs or visible damage.
4. When required to use protective gloves, wash your gloves before removing them using cold tap water. Always wash your hands after removing the gloves.
5. Do not use chemicals from unlabeled containers or unmarked cylinders.

F. OFFICE SAFETY

1. Keep floors clear of items such as paperclips, pencils, tacks or staples.
2. Close drawers and doors immediately after use.
3. Use the handles when closing doors, drawers, and files.
4. Put heavier files in the bottom drawers of file cabinets.
5. Do not tilt the chair in which you are sitting. Keep all chair legs on the floor.
6. Do not raise the seats of swivel chairs beyond the point where your feet can touch the floor.
7. Store all sharp objects, such as pens, pencils, letter openers, and scissors, in drawers or with the points down in a container.
8. Carry all sharp objects with the points down
9. Do not stand on furniture to reach high places. Use a step stool or ladder.
10. Use a cord cover or tape the cord down when running electrical or other cords across aisles, between desks, or across entrances or exits.
11. Do not connect multiple electrical devices into a single outlet.
12. Do not use electrical office machines, tools or equipment if the power cord is frayed, cut or cracked, or if the ground prong has been removed or broken off.
13. Turn off and unplug office machines before adjusting, lubricating, or cleaning them off.
14. Do not use fans that have excessive vibration, frayed cords, or missing guards.
15. Position hands and fingers onto the handle of the paper cutter before pressing down on the blade.
16. Keep the paper cutter handle in the closed/locked position when it is not in use.
17. Do not use the paper cutting devices if the finger guard is missing.
18. Do not place your fingers in or near the feed of a paper shredder.
19. Point the ejector slot away from yourself and bystanders when refilling staplers.
20. Keep fingers away from the ejector slot when loading or testing stapling devices.
21. Use a staple remover, not your fingers, for removing staples.

22. Do not compact material in the wastebasket with your hands or feet.

G. ERGONOMICS AND VIDEO DISPLAY TERMINALS

1. Take periodic rest breaks from repetitive or prolonged activities by standing up and stretching.
2. Use a chair that is padded, stable, mobile, swivels, and allows the operator movement.
3. Sit straight up in your chair; if needed, use a footrest that has adjustable height and is large enough to allow operator movement.
4. Select tools with the weight for the task which distributes pressure evenly over the hand, fits your hand size, and has a handle that accommodates a relaxed grip position
5. Adjust your computer screen and keyboard so that they are directly in front of you. Use a desk or table large enough to hold the display screen, keyboard, and all necessary documents.
6. Place the keyboard low enough so that you are not required to reach up or out for the keys.
7. Keep wrists and hands in a straight position while keystroking by keeping the forearms parallel to the floor and elbows at your sides.

H. VEHICLE/DRIVING SAFETY

1. Only authorized personnel should operate a county-owned vehicle.
2. Do not operate a vehicle if you are ill or fatigued.
3. Do not operate a vehicle if you are taking medication with a container label that indicates the medication may cause drowsiness or other side effects.
4. Shut all doors and fasten seat belts before moving the vehicle.
5. Turn the vehicle off before fueling.
6. Do not smoke or use a radio/cellular phone while fueling a vehicle.
7. Increase visibility by adjusting all mirrors before driving; and making sure windows are clean.
8. Reduce distractions while driving by not using a radio/cellular phone, eating/drinking, listening to loud music, etc..
9. Wash hands with soap and water if you spill gasoline on your hands.
10. Obey established traffic patterns and posted signs.

III. SAFETY EVALUATION PROGRAM

3.0 GENERAL

Safety Evaluations (Inspections) of all locations should be conducted on a regular basis to assure that hazards are kept at a minimum and safe work practices are used. Documentation of findings will be forwarded to the Department/Division Director, through Safety Contacts and chain of command.

3.1 DEPARTMENT/DIVISION EVALUATIONS

The following evaluation guidelines can be used to identify unsafe conditions.

A. DAILY EVALUATIONS

1. All portable electrical equipment for grounding or damage that may cause an electrical hazard.
2. Worksite housekeeping.
3. Handling, use, and storage of toxic, flammable, or explosive chemicals.
4. Condition of vehicles and an operational check of such equipment prior to use.

B. REGULAR AND PERIODIC EVALUATIONS

1. Work environment - Housekeeping, machine guarding, guardrails, stairs, catwalks, ramps, noise concerns, lighting, ventilation, heat stress conditions, and other possible hazards associated with the specific worksite.
2. Job procedure - Conduct job hazard evaluations to eliminate, as much as possible, any existing job hazards which may injure employees or damage materials or machines.

C. PREVENTIVE MAINTENANCE PROGRAM

Check all:

1. Tools, equipment, and machinery.
2. Building structure, interior and exterior.
3. Floor and elevated storage areas for overloading, and to identify objects that might fall and cause damage or injury.
4. Vehicles for safe operating conditions.

3.2 SAFETY COORDINATOR'S EVALUATIONS

The Safety Coordinator will conduct occupational safety evaluations of all County facilities and field operations, with approval of the Department/Division Director. A record of visits and any recommendations for corrective action will be noted on the *Safety Evaluation Checklist (see Appendix 3)* and reported to the appropriate Department/Division Safety Contact.

The Safety Coordinator is a valuable resource available to assist departments/divisions with training and related program needs.

IV. SAFETY TRAINING PROGRAM

4.0 GENERAL

Among the most important elements in achieving safe operations in the work place is the training of employees in their duties and responsibilities. This includes identification of any hazards associated with their assigned tasks, teaching proper work methods and techniques and assuring awareness of proper operating procedures, to avoid injury or damage to equipment.

To avoid incidents or injuries, supervisors should ensure that all newly assigned employees receive adequate training prior to initial assignment in the workplace.

4.1 DEPARTMENT/DIVISION TRAINING PROGRAM

A. Orientation/indoctrination training by supervisors or trained instructors of new employees and employees transferring to new jobs.

1. **Safety Orientation**
   Workplace safety orientation begins on the first day of initial employment or job transfer. Each employee should be given access to a copy of this manual by his or her supervisor, for review and reference, as well as, a personal copy of the safety rules, policies, and procedures pertaining to his/her job. Supervisors should ask questions of employees and answer employees' questions to ensure knowledge and understanding of safety policies, job-specific rules and procedures described in our safety program manual. All employees should then sign a *Safety Orientation Training acknowledgment form (see Appendix 4)* acknowledging that they have read and understand our workplace safety program and their job-specific rules, and that compliance is required as a condition of employment. Each Department/Division shall maintain certificates at the training site for evaluation or review.

2. **Job-Specific Training**
   Most important to the success of our safety program is job training. Our employees must be trained to do their jobs the right way, the safe way. They must be made fully aware of their job hazards and the ways to avoid hazards and prevent accident or injury. To ensure our employees are properly trained, supervisors should:

   a. Initially train employees on how to perform assigned job tasks safely;

   b. Carefully review with each employee the specific safety rules, policies, and procedures that are applicable and that are described in the safety manual;

c. Give employees verbal instructions and specific directions on how to do the work safely;

d. Observe employees as they do the work. If necessary, provide a demonstration using safe work practices, or remedial instruction to correct training deficiencies before an employee is permitted to do the work without supervision;

e. Provide safe operating instruction on seldom used or new equipment to all employees before they operate the new equipment; and

f. Review safe work practices with employees before permitting the performance of new, non-routine, or specialized procedures.

3. **Periodic Retraining of Employees**

All employees should be retrained periodically on safety rules, policies and procedures, and when changes are made to the safety manual. Individual employees may require retraining after the occurrence of a work-related injury caused by an unsafe act or work practice, or when a supervisor observes employees displaying unsafe acts, practices, or behaviors.

B. Specialized training required by OSHA and other regulations, relative to your specific operations (e.g. Bloodborne Pathogens Standard, Respiratory Protection, Confined Space entry, etc.).

C. Driver Safety Training for over-the-road vehicle operators.

D. County Workplace Safety Program and Department/Division policies.

E. Wellness in the workplace - how well we feel and how long we live depends, to a considerable extent, on how we take care of ourselves. It is important to eat properly, exercise regularly and adopt a healthy lifestyle. The Personnel Division can help employees achieve wellness goals. Employee health and wellness training are available by contacting the Wellness Coordinator at (386) 736-5951.

F. Instructional training for supervisors.

4.2 RECORDKEEPING

Employee training shall be documented on the *Safety Training/Meeting Record or equivalent form (see Appendix 5).* A diagonal line will be drawn on the form across all participant lines not being used and initialed by the trainer or supervisor immediately following the training session. The Department/Division offering the training will maintain the originals of these forms. In cases where personnel from more than one agency are receiving the same training, the person responsible for arranging that training

will send each attending agency a copy of the training record. These records shall be maintained as directed by state statues.

4.3 SAFETY COORDINATOR AS A RESOURCE

The Safety Coordinator is a safety training resource which should be utilized for assistance with program needs. In addition to the items listed above, the Safety Coordinator can help with:

A. An analysis of workplace injuries and illnesses to determine training goals and objectives,

B. Training program outline(s),

C. Comprehensive training program content,

D. Specific methods of presentation,

E. Training aids (e.g. PowerPoint presentations, videotapes, etc.), and

F Other training resources.

V. FIRST AID AND MEDICAL SERVICES

5.0 FIRST AID PROCEDURES

All Departments/Divisions should consider adopting a First Aid Program which will provide:

A. A qualified first aid attendant at each job location or emergency medical services in close proximity. Consider CPR training for attendants and appropriate personal protective equipment shall be available and used;

B. First Aid Tips (pages 16-18);

C. First aid kits of proper type, with supplies of sufficient quantity, kept in sealed containers, restocked as needed and kept at all job sites. The kits should be readily available and approved for the site operations. (see an example on page 19);

D. Automated External Defibrillators (AED) are available at some County locations. Please take the time to identify the closest unit to your worksite.

E. Training in the Bloodborne Pathogens Standard (OSHA 1910.1030) for trained first aid personnel.

5.1 MEDICAL AND EMERGENCY ASSISTANCE

A. Provide radio communications at remote field locations for assistance.

B. Risk Management's occupational injury forms

1. *Auto/Incident Report (see Appendix 6)*

2. *First Report of Injury or Illness (see Appendix 7)*

C. Fire Department, Ambulance, Police **911**

D. Poison Control **1-800-282-3171**

E. Occupational Health Physician **736-5963**
Risk Management
230 N. Woodland Blvd. Suite 250
DeLand, FL 32720

F. Safety Coordinator **736-5951, ext. 2426**

5.2 FIRST AID TIPS

Please note that the source for these first aid instructions is the American Red Cross. Different signs, symptoms, and their causes may dictate different treatments. When in doubt, always call 911 first; the 911 call taker is prepared to give you instructions over the phone.

Poison: First Aid at a Glance

Signs and Symptoms	First Aid
Aids in determining whether poison was swallowed: • Information from victim or observer • Presence of poison container • Condition of victim (sudden onset of pain or illness) • Burns around lips • Breath odor • Pupil contracted to pinpoint size ***Symptoms may vary greatly.***	**For all victims call 911.** • Save label or container for ID **Conscious victims** • Dilute the poison with milk or water • Do not neutralize with counteragents • Do not give oils **Unconscious victims** • Maintain open airway (victim on side) • Give mouth-to-mouth resuscitation or CPR if necessary • Do not give fluids • Do not induce vomiting **Convulsions** • Do not restrain victim • Loosen tight clothing • Watch for airway obstruction • Do not give fluids • Do not induce vomiting

Shock: First Aid at a Glance

Signs and Symptoms	First Aid
• Skin pale (or bluish), cold to touch; possibly moist or clammy • Victim weak • Rapid pulse (over 100) • Rate of breathing usually increases; may be shallow or deep and irregular	**For all victims call 911.** • Keep victim lying down • Cover him only enough to keep him from losing body heat

Fracture and Dislocation: First Aid at a Glance

Signs and Symptoms	First Aid
• Pain and tenderness • May have difficulty moving injured part. • Obvious deformities—swelling and discoloration.	**For all victims call 911.** • Keep broken bone end and adjacent joints from moving. • Give care for shock.

Heart Attack: First Aid at a Glance

Signs and Symptoms	First Aid
Two principal symptoms: • Acute pain in chest, upper abdomen, or down left arm • Extreme shortness of breath	**For all victims call 911.** • Place victim in a comfortable position, usually sitting up. • If not breathing, give rescue breathing, using proper protection. • Do not give liquids to unconscious victims.

Unconsciousness: First Aid at a Glance

Signs and Symptoms	First Aid
• Unresponsiveness	**For all victims call 911.** • Keep victim warm and lying down, head turned to the side. • If breathing stops, give rescue breathing, using proper protection. • Never give an unconscious person food or liquids.

Additional First Aid Instructions

Burns	Wounds

• Thermal (Heat)
  o Rinse the burned area, without scrubbing it, and immerse it in cold water; do not use ice water.
  o Blot dry the area and cover it using sterile gauze or a clean cloth.
• Chemical
  o Flush the exposed area with cool water for 15 to 20 minutes.
	• Minor: Cuts, lacerations, abrasions, or punctures
	  o Wash the wound using soap and water; rinse it well.
	  o Cover the wound using clean dressing.
	• Major: Large, deep and bleeding
	  o Stop the bleeding by pressing directly on the wound, using a clean bandage or cloth.
	  o Keep pressure on the wound until medical help arrives.

Eye Injury

• Small Particles
  o Do not rub eyes
  o Use the corner of a soft clean cloth to draw particles out, or hold the eyelids open and flush the eyes continuously with water.
• Large or Stuck Particles
  o If a particle is stuck in the eye, do not attempt to remove it.
  o Cover both eyes with a bandage.
• Chemical
  o Immediately irrigate the eyes and under the eyelid, with water, for 30 minutes.

FIRST AID KITS



Below are some examples of what a First Aid Kit should contain according to the number of items per person. First Aid Kits should be clearly marked and in an office location that is easily accessible by all employees. Supervisors should ensure that all employees/workers are instructed on the use and location of the First Aid Kits. All kits should be checked/inventoried regularly. Employees should also be informed to notify the proper staff when items in the kits are in low supply.

Contents	10 Person #1160	25 Person #1161	50 Person #1162
Adhesive strips, 3/4" x 3"	16	50	100
Adhesive tape, 1/2"	2-1/2 yds	5 yds	5 yds
Alcohol wound wipes	3	10	20
Ammonia inhalants	3	3	6
Aspirin tablets	10	12	20
Cold Packs	1	1	1
Combine dressings	-	1	1
Cotton, sterile	-	.5 oz	.5 oz
Elastic bandage	-	-	2"
Eye irrigate solution	-	1 oz	1 oz
Eye pads with strips	2	2	4
First aid instructions	Card	Booklet	Booklet
First aid/burn cream, 7/8 oz	1	1	2
Gauze bandage, 2" x 6 yds	1	2	4
Gauze bandage, 4" x 6 yds	-	-	1
Gauze pads, 3"	-	4	8
Gauze pads, 4"	5	2	4
Scissors	-	1	1
Sting relief wipes	3	3	3
Triangular bandages Tweezers	1	1	1
Tweezers	1	1	1
Size of kit	4.5"x7.5"x3"	7"x10"x3"	10"x10"x3"

VI. CLAIMS / INCIDENT INVESTIGATION PROGRAM

6.0 GENERAL

Investigation of claims involving County employees or incidents where citizens are injured in association with County employees, property, or equipment is an invaluable tool in controlling losses. Each claim may be considered a valuable experience if its true cause is objectively determined and all contributing deficiencies are corrected.

Thorough investigation, reporting, recording, and corrective follow-up of each claim/incident can be time consuming. However, the time used for such activities is very worthwhile because it will contribute greatly to reducing future losses of time and resources that would result from similar disruptive accidents. Devoting adequate time and effort to preventing the reoccurrence of similar accidents is an investment that pays compound benefits to the County, its employees, and citizens.

6.1 INVESTIGATION GUIDELINES

Each claim/incident involving County employees or private citizens associated with County-owned or leased facilities or equipment will be investigated and documented. The investigation will normally be completed by the employee's immediate supervisor or, in the case of a private citizen injury, by the County supervisor responsible for the facility or site operations where the injury occurred.

The depth of the investigation and the amount of detail placed in the report should be commensurate with the actual injury/damage incurred and/or the potential for loss. Investigations must include, as a minimum, enough information to determine what, when, where, why, and how the incident occurred and an explanation of what corrective action has or will be taken to prevent similar incidents in the future.

Once the investigation has been completed, the appropriate information must be recorded on the *Auto/Incident Report form with the Supervisor's Report section completed (see Appendix 6).* The form (with supporting documentation, if applicable) must then be forwarded to Risk Management with a copy maintained by the Department/Division.

VII. SAFETY COMMITTEES

7.0 DEPARTMENT/DIVISION SAFETY COMMITTEES

A. MEMBERSHIP

Committee membership should consist of supervisory and non-supervisory personnel; the number of supervisory personnel shall not exceed the number of non-supervisory personnel. Non-supervisory members may be volunteers or elected by their co-workers. When sufficient employee representation is not otherwise met, the department/division shall select and appoint employees to the Committee. The appropriate Department/Division Director establishes the total number and tenure of a safety committee members. The department/division should send a list of committee members to the Safety Coordinator along with the first meeting's minutes.

B. RESPONSIBILITIES

Under the direction and approval of the Department/Division Director, the Safety Committee shall:

1. Review and update workplace safety rules based on claim investigation findings, evaluation findings, and employee reports of unsafe conditions or work practices.
2. Address complaints and suggestions from employees, and issue written updates and changes, when approved by the Department/Division Director.
3. Establish and communicate procedures for conducting internal safety evaluations of the workplace. When approved by the Department/Division Director, these procedures will be used to evaluate the effectiveness of engineering, administrative, and personal protective control measures to protect employees from recognized hazards in the workplace and work environment.
4. Establish and communicate procedures, approved by the Department/Division Director, by which supervisors will investigate workplace claims, safety-related incidents, injuries, illnesses and diseases.
5. Establish guidelines for safety training of Committee members. Participate in safety training and monitor workplace safety education and training to ensure that it is applicable, effective, and documented.
6. Make recommendations, through the Department/Division Director for County-wide policy changes and safety program improvements. These

recommendations shall then be forwarded to the Safety Coordinator for review.

C. MEETINGS

The scheduled date, time, location, and agenda of committee meetings shall be posted in conspicuous places where employees normally gather, at least one week prior to the meeting date. Each committee shall convene its first scheduled meeting within 45 days after the date of its inception. Thereafter, the committee shall convene its scheduled meetings at least once each quarter and at such other times as a majority of the committee agrees or the Department/Division Director requires. A quorum of the membership of a committee is required before official business may be transacted at a meeting.

D. RECOMMENDATIONS

Safety Committee recommendations will be sent to the appropriate Department/Division Director for consideration. The Department/Division Director will issue a timely written response to each written recommendation of the safety committee.

E. RECORDKEEPING

Complete and accurate minutes of committee meetings shall be recorded and maintained *(see Appendix 8 for a sample format of minutes).* Minutes should be posted within one week after each meeting at conspicuous places where employees meet, and copies shall be provided to individual employees upon written request. All safety committee records, including communications, shall be maintained as directed by Facilities Services' Records Manager.

VIII. RECORDKEEPING PROCEDURES

8.0 GENERAL

Claim, injury, and occupational illness records are essential to efficient and effective loss control efforts. Records supply the information necessary to identify accident/injury trends so that the safety program efforts can be directed and monitored.

Risk management will control and maintain the record copy of all Auto/Incident Reports and employee Workers' Compensation First Report of Injury/Illness.

8.1 LOG AND SUMMARY OF WORK RELATED INJURIES AND ILLNESSES

Each Department/Division should maintain a *Log and Summary of Occupational Injuries, Diseases, and Illnesses (see Appendix 9),* at each work facility, covering the employees who are based at that site. Each injury, illness, occupational disease, or fatality should be recorded legibly within six (6) working days of the occurrence. Copies of Auto/Incident Reports and Workers' Compensation First Report of Injury/Illness may be maintained at each facility or the Department/Division.

All records shall be established on a calendar year basis and maintained as directed by State Statue.

APPENDIX

Volusia County
Workplace Safety Program Guidelines

FORMS

1. Workplace Hazard Assessment
2. Job Hazard Analysis
3. Safety Evaluation Checklist
4. Safety Orientation Training
5. Safety Training/Meeting Record
6. Auto/Incident Report
7. First Report of Injury or Illness
8. Safety Committee Minutes
9. Log & Summary of Occupational Injuries, Diseases, and Illnesses

WORKPLACE HAZARD ASSESSMENT FORM

Department/Division	Assessor
Site:	Date of Assessment I, _____ (name) certify that the evaluation of the identified work areas was conducted on: _____ (date)
Task or Job Function:	

	SECTION 1. Hazards	(Check the appropriate box)		**SECTION 2.** Describe Specific Hazard	**SECTION 3.** Identify type of Control and PPE required for those hazards delineated in Sec. 1 and 2.
EYE	**Eye Hazard**	**YES**	**NO**		
	Impact				
	Puncture				
	Chemical				
	Heat				
	Light/Radiation				
HEAD	**SECTION 1**. Hazards	(Check the appropriate box)		**SECTION 2.** Describe Specific Hazard	**SECTION 3.** Identify type of Control and PPE required for those hazards delineated in Sec. 1 and 2.
	Head Hazard	**YES**	**NO**		
	Burn				
	Electric Shock				
	Impact				
	Puncture				
	Chemical				
EXTREMITY	**SECTION 1**. Hazards	(Check the appropriate box)		**SECTION 2.** Describe Specific Hazard	**SECTION 3.** Identify type of Control and PPE required for those hazards delineated in Sec. 1 and 2.
	Extremity Hazard	**YES**	**NO**		
	Chemical				
	Electric Shock				
	Impact				
	Puncture				
	Compression				
TORSO	**SECTION 1**. Hazards	(Check the appropriate box)		**SECTION 2.** Describe Specific Hazard	**SECTION 3.** Identify type of Control and PPE required for those hazards delineated in Sec. 1 and 2.
	Torso Hazard	**YES**	**NO**		
	Burn				
	Electric Shock				
	Impact				
	Puncture				
	Chemical				
RESPIRATORY	**SECTION 1**. Hazards	(Check the appropriate box)		**SECTION 2.** Describe Specific Hazard	**SECTION 3.** Identify type of Control and PPE required for those hazards delineated in Sec. 1 and 2.
	Respiratory Hazard	**YES**	**NO**		
	Gas				
	Vapor				
	Fumes				
	Dust				
	Mist				
	Asphyxia				
	Particulates				
	Other:				

Attach supplemental sheet if needed.

[redacted]

Job Hazard Analysis Form

Job Title:	*Job Location:*	*Analyst*	*Date*
Task #	*Task Description:*		
Hazard Type:	*Hazard Description:*		
Consequence:	*Hazard Controls:*		
Rational or Comment:			

SAFETY EVALUATION CHECKLIST

Location:_____ **Evaluation Date:**_____

Department/Division:_____ **Report Date:**_____

Contact:_____ **Evaluator:** _____

Listed below are findings and recommendations relative to the above noted department/division. Please review the list and take whatever steps may be necessary to ensure corrective measures are implemented, as soon as possible. If you have any questions, you may contact the Safety Coordinator at (386) 736-5951.

__1. Electrical/Lighting	__11. Accident Investigations	__21. Motor Vehicles
__2. Machine Guarding/Lockout/Tagout	__12. Special Equipment/Operations	__22. Water Treatment/Quality
__3. Hand and Power Tools	__13. Housekeeping	__23. Traffic Control
__4. Materials Handling/Ergonomics	__14. Ladders/Elevated Platforms	__24. Confined Spaces/Excavations
__5. Environmental Control	__15. Floors/Walkways	__25. First Aid/Medical Services
__6. Personal Protective Equipment	__16. Compress Air/Gases	__26. Safety Training
__7. Security/Workplace Violence	__17. Welding/Cutting	__27. Program Recordkeeping
__8. Emergency Action Plan/Exits	__18 Restrooms/Lounges	__28. Hazardous Materials
__9. Fire Protection/Prevention	__19. Parking Lot/Outside Areas	__29. Occupational Health
__10. Flammable/Combustible Materials	__20. Playground/Swimming Facilities	__30. Miscellaneous

EVALUATION COMMENTS/DEPARTMENT REPLY:_____

White Copy – Safety Coordinator **Yellow Copy –** Dept./Div. Safety Contact **Gold Copy –** Dept./Div.

SAFETY ORIENTATION TRAINING

Volusia County Government places great importance on safety and wellness of our employees. To protect our employees against job related injuries and illnesses, we have implemented a comprehensive Safety Program and developed safety rules which you must follow while performing your job duties. The success of our program depends directly upon your support, participation and compliance, including strict adherence to workplace safety rules. Safety is your responsibility and is considered a part of your job as a condition of employment.

As part of your orientation, you must read and certify below that you understand our program, including the appendices, which pertain to your job, and your job-specific safety rules. If you have any questions please ask your supervisor.

I acknowledge that I have read and understand Volusia County's Workplace Safety Program Guidelines, Department/Division safety policies and my job-specific safety rules. I also understand that compliance is a condition of my employment, and willful or repeated violations of the provisions of the safety program or my workplace safety rules may result in disciplinary action, to include termination of employment.

_____ _____

Printed Name Signature

_____ _____

Department/Division Date

SAFETY TRAINING / MEETING RECORD

DEPT./DIV.:_____
DATE(S) :_____**LENGTH OF TRAINING**_____ **HOUR(S)**
LOCATION :_____
SUBJECT(S)

_____

_____

_____

:_____

_____

SCOPE OF TRAINING
:_____

_____

_____

PARTICIPANTS :

PRINT NAME	SIGNATURE	DEPT./DIV.
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

COMMENTS: _____

_____

_____

INSTRUCTOR/ TRAINER/ SUPERVISOR: _____
PRINT NAME

SIGNATURE: _____

COUNTY OF VOLUSIA
AUTO/INCIDENT REPORT

DEPARTMENT & DIVISION	DATE & TIME	LOCATION	REPORT # & AGENCY

DESCRIPTION OF ACCIDENT

COUNTY OPERATOR

DRIVER

DEPARTMENT _____

D/L NO. _____

D.O.B. _____

INJURIES _____

ACCOUNT #: _____

AUTO

COUNTY VEH. YEAR & MAKE _____

PROPERTY NO. _____

I.D. NO. _____

DAMAGES _____

REPAIR ESTIMATE _____

COUNTY VEHICLE

OTHER PERSON INVOLVED

OWNER _____

ADDRESS _____

_____

PHONE/HOME _____ **WORK** _____

DRIVER _____

ADDRESS _____

_____

D/LNO. _____

D.O.B. _____

INJURIES _____

VEH. YEAR & MAKE _____

I.D. NO. _____

PLATE NO. _____

DAMAGES _____

REPAIR ESTIMATE _____

INSURANCE CO. _____

ADDRESS _____

_____

POLICY NO. _____

PASSENGERS

NAME _____ **ADDRESS** _____ **PHONE** _____

NAME _____ **ADDRESS** _____ **PHONE** _____

NAME _____ **ADDRESS** _____ **PHONE** _____

WITNESSES

NAME _____ **ADDRESS** _____ **PHONE** _____

NAME _____ **ADDRESS** _____ **PHONE** _____

NAME _____ **ADDRESS** _____ **PHONE** _____

INCIDENT

NAME & ADDRESS OF PARTY INVOLVED _____

_____ **PHONE NO.** _____

IF INJURY REPORT, COMPLETE THE FOLLOWING:

AGE OF INJURED PARTY _____ **INJURIES** _____

WAS MEDICAL TREATMENT NECESSARY? _____

WHERE? _____

IF PROPERTY DAMAGE REPORT, COMPLETE THE FOLLOWING:

DESCRIBE PROPERTY DAMAGED _____

ESTIMATED COST TO REPAIR _____

WITNESSES

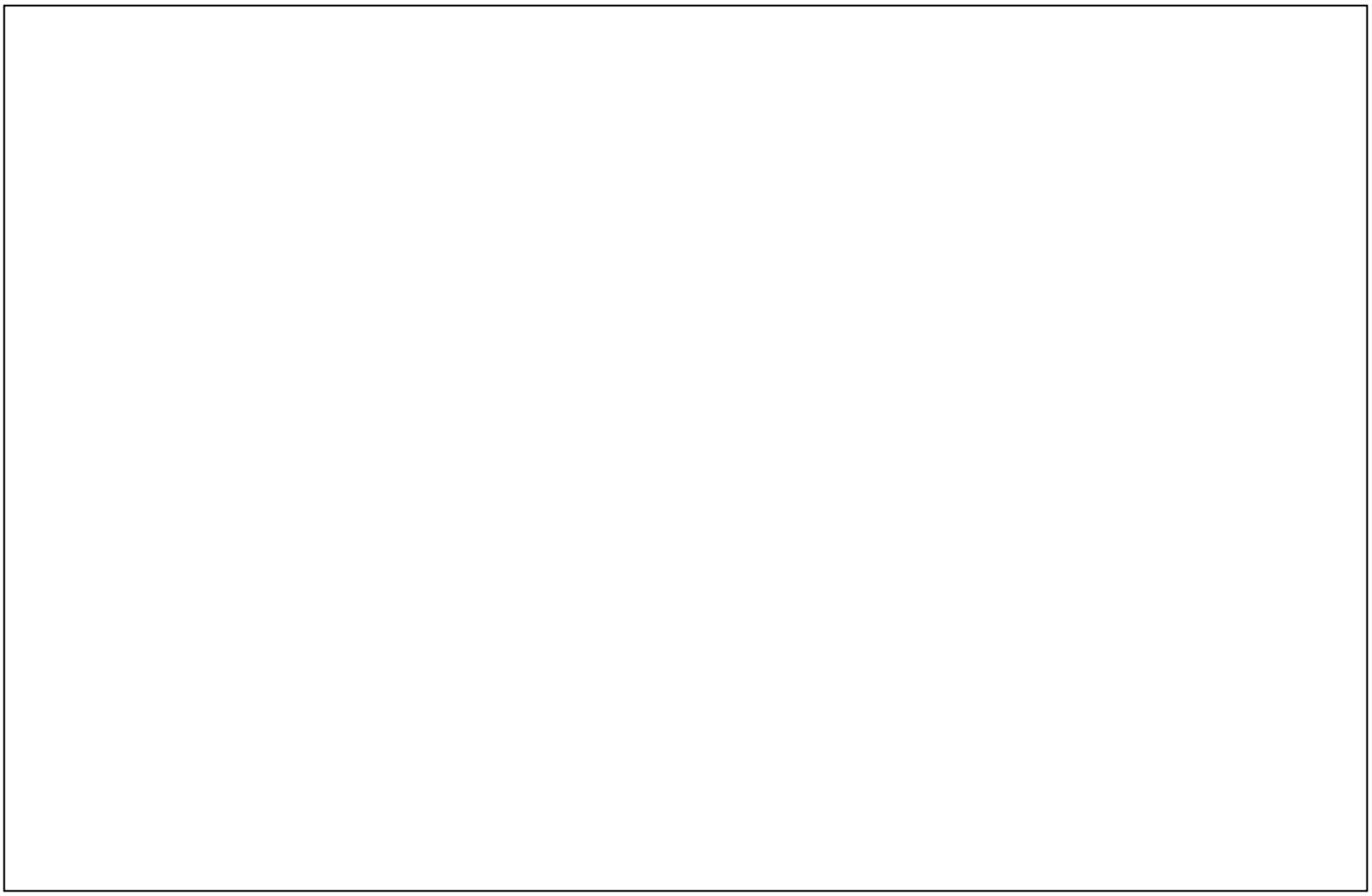
NAME _____ **ADDRESS** _____ **PHONE** _____

NAME _____ **ADDRESS** _____ **PHONE** _____

IF DIAGRAM IS NECESSARY, COMPLETE ON REVERSE SIDE OF THIS FORM.

PLEASE SUBMIT TO RISK MANAGEMENT WITHIN 24 HOURS OF DATE REPORTED

DIAGRAM OF ACCIDENT



REMARKS: _____

SUPERVISOR'S REPORT

HAS THE EMPLOYEE BEEN TRAINED TO DO THIS JOB: _____

WAS THE EMPLOYEE DOING THE JOB CORRECTLY WHEN THE ACCIDENT OCCURRED? _____

WERE CONDITIONS AND/OR EQUIPMENT INEFFICIENT OR UNSAFE? _____

WAS THE JOB PROCEDURE AWKWARD OR UNSAFE? _____

WAS PERSONAL PROTECTIVE EQUIPMENT NEEDED FOR THIS JOB? _____

WAS IT USED? _____ **CORRECTLY?** _____

WHAT ACTION HAS OR WILL BE TAKEN TO PREVENT REOCCURRENCE?

_____ _____ _____ _____

DATE **SIGNATURE** **DATE** **SUPERVISOR'S SIGNATURE**

FIRST REPORT OF INJURY OR ILLNESS

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

For assistance call 1-800-342-1741
or contact your local EAO Office
Report all deaths within 24 hours 1-800-219-8953 or (850) 922-8953

RECEIVED BY CLAIMS-HANDLING ENTITY	SENT TO DIVISION DATE	DIVISION RECEIVED DATE

PLEASE PRINT OR TYPE

EMPLOYEE INFORMATION

NAME (First, Middle, Last)

Social Security Number

Date of Accident (Month-Day-Year)

Time of Accident ☐ AM ☐ PM

HOMEADDRESS

Street/Apt # _____

City _____ State: _____ Zip: _____

TELEPHONE Area Code Number

EMPLOYEE'S DESCRIPTION OF ACCIDENT (include Cause of Injury)

OCCUPATION

INJURY/ILUNESS THAT OCCURRED

PART OF BODY AFFECTED

DATE OF BIRTH ____/____/____

SEX ☐ M ☐ F

EMPLOYER INFORMATION

COMPANY NAME _____

D. B. A _____

Street _____

City _____ State: _____ Zip _____

TELEPHONE Area Code Number

FEDERAL I.D. NUMBER (FEIN)

DATE FIRST REPORTED (Month/DayNear)

NATURE OF BUSINESS

POLICY/MEMBER NUMBER

DATE EMPLOYED ____/____/____

PAID FOR DATE OF INJURY ☐ YES ☐ NO

EMPLOYER'S LOCATION ADDRESS (If different)

Street _____

City: _____ State _____ Zip _____

LOCATION # (if applicable) _____

LAST DATE EMPLOYEE WORKED ____/____/____

RETURNED TO WORK ☐ YES ☐ NO

IF YES, GIVE DATE ____/____/____

WILL YOU CONTINUE TO PAY WAGES INSTEAD OF WORKERS'COMP? ☐ YES

LAST DAY WAGES WILL BE PAID INSTEAD OF WORKERS'COMP ____/____/____

PLACE OF ACCIDENT (Street, City, State, Zip)

Street _____

City: _____ state _____ Zip _____

COUNTY OF ACCIDENT _____

DATE OF DEATH (If applicable) ____/____/____

AGREE WITH DESCRIPTION OF ACCIDENT? ☐ YES ☐ NO

RATE OF PAY ☐ HR ☐ WK

$ _____ PER ☐ DAY ☐ MO

Number of hours per day _____

Number of hours per week _____

Number of days per week _____

Any person who knowingly and with intent to injure, defraud, or deceive any em player or employee, insurance company, or self-inSured program, files a statement of claim containing any false or misleading information comm its insurance fraud, punishable as provided ins. 817.234. Section 440.105(7), F.S.

I **have reviewed, understand and acknowledge the above statement.**

EMPLOYEE SIGNATURE (If available to sign) _____ DATE _____

EMPLOYER SIGNATURE _____ DATE _____

NAME ADDRESS AND TELEPHONE OF PHYSICIAN OR HOSPITAL

AUTHORIZED BY EMPLOYER ☐ YES ☐ NO

CLAIMS-HANDLING ENTITY INFORMATION

☐ 1 (a) Denied Case - DWC-1 2, Notice of Denial Attached

☐ 1(b) Indemnity Only Denied Case - DWC-12, Notice of Denial Attached

☐ 2. Medical Only which became Lost Time Case (Complete all required information in #3)

Employee's 8TH Day of Disability ____/____/____

Entity's Knowledge of 8TH Day of Disability ____/____/____

☐ 3. Lost Time Case - 1 st day of disability ____/____/____ Full Salary in lieu of comp? ☐ YES Full Salary End Date ____/____/____

Date First Payment Mailed ____/____/____ AWW _____ Comp Rate _____

☐ T.T. ☐ T.T. - 80% ☐ T.P. ☐ I.B. ☐ P.T. ☐ DEATH ☐ SETTLEMENT ONLY

Penalty Amount Paid in 1" Payment $ _____ Interest Amount Paid in 1 " Payment $ _____

REMARKS:

INSURER NAME

CLAIMS-HANDLING ENTITY NAME, ADDRESS & TELEPHONE

INSURER CODE#

EMPLOYEE'S_ CLASS CODE

EMPLOYER'S NAICS CODE

SERVICE CO/TPA CODE #

CLAIMS-HANDLING ENTITY FILE #

Fo- DFS-F2-DWC-1 (08/2004)

SAFETY COMMITTEE MINUTES

Date of Committee Meeting: _____ Time: _____

Location: _____ Minutes Prepared By: _____

Members in Attendance:

Name	Name	Name

Previous Action Items: _____

Review of Accidents Since Previous Meeting and Recommendations from Accident Investigation Reports: _____

Review of Findings on Safety Inspections Since Previous Meeting:

Review of Recommendations and Suggestions from Employees and Committee Members: _____

Recommended Updates to Safety Program and Rules: _____

Recommended Administrative, Engineering, and Personal Protective Controls:

Safety Training Recommendations: _____

For Calendar Year 20 ____
Page_____of_____

Log and Summary of Occupational Injuries, Diseases and Illnesses

Maintain records in a manner that protects the confidentiality of employees.

Company Name _____
Establishment Name _____
Establishment Address _____

Case or File Number *Enter a non-duplicating number, which will facilitate comparisons with supplementary records.*	**Date of Injury or Onset of Disease or Illness** *Enter Month/ Day*	**Employer's Name** *Enter first name or initial, middle initial, last name*	**Occupation** *Enter regular job title, not activity employee was performing when injured or at onset of disease or illness. In the absence of a formal title, enter a brief description of the employee's duties.*	**Location** *Enter where the event occurred.*	**Description of Injury, Disease, or Illness & Cause** *Enter a brief description of the problem and indicate the parts of the body affected. Typical entries may be: Strain of lower back; lifting objects, dermatitis on both hands.*	**Fatalities (Injury Related)** *Enter DATE of death. Mo./Day/Yr.*
Totals						

Certification of Annual Summary Totals by _____ Title_____ Date_____

Appendix I
HEALTH AND SAFETY STRATEGY

Health and Safety Strategy

Purpose

The purpose of this health and safety strategy is to supplement the existing County Workplace Safety Program Guidelines with regards to debris removal activities. These are recommended baseline safety provisions. Ultimately, health and safety is the responsibility of the contracted parties involved in debris removal activities. This document will outline some of the general steps necessary to provide a safe work environment for monitoring firm and debris removal contractors' employees. In addition, this document will identify some representative work hazards and the appropriate measures to reduce risk of injury.

1.0 Dissemination of Information

The monitoring firm and debris removal contractors' project managers will be provided with this document and will be expected to disseminate the information and guidelines to their respective personnel. A copy of the document should be available for consultation. In addition, elements of the document will be reviewed from periodically during the project to increase worker awareness.

2.0 Compliance

The monitoring firm and debris removal contractors' project managers are responsible for health and safety compliance of their respective personnel and subcontractors. Any crews or individuals that are not compliant shall be suspended from debris removal activities until the situation is remedied. Frequent offenders of safety policies and procedures will be dismissed from the project entirely.

3.0 Job Hazard Assessment

Though debris removal activities are fairly similar among events, assessing the particular hazards of each disaster is an important part of maintaining health and safety for the debris removal workers. At a minimum, the following areas of focus should be considered as part of job hazard assessment:

- **Disaster Debris** – Disasters that result in property damage typically generate large quantities of debris which must be collected and transported for disposal. The type of debris varies depending on the characteristics of the region (e.g. terrain, climate, dwelling and building types, population, etc.) and the debris-

generating event (e.g. type, event strength, duration, etc.). In addition, the disaster debris produces a host of uneven surfaces, which must be negotiated.

- **Debris Removal** – Often the removal of disaster debris involves working with splintered, sharp edges of vegetative or construction material debris. Many disasters involve heavy rains or flooding. Consequently, disaster debris is damp and heavier than usual. As weights increase, so does the risk of injury.

- **Removal Equipment** – In most disasters, debris must be removed from the public ROW to provide access for emergency vehicles and subsequent recovery efforts. Debris collection and removal requires the use of heavy equipment and power tools to trim, separate and clear disaster debris.

- **Traffic Safety** – The ROW is located primarily on publicly-maintained roads. As a result, much of the debris removal process takes place in traffic of varying levels of congestion. In addition, disasters often damage road signs, challenging safety on the road.

- **Wildlife Awareness** – Disasters are traumatic events for people as well as wildlife. Displaced animals, reptiles and insects pose a hazard to debris removal workers.

- **Debris Disposal** – After disaster debris is collected it is often transported to a Temporary Disposal, Storage and Reduction Site (TDSRS). Upon entry to a TDSRS, the monitoring firm will assess the volume of disaster debris being transported. The collection vehicle will then dispose of the disaster debris and the debris will be reduced either through a grinding operation or incineration. The TDSRS is a common area for injury. Response and recovery workers in this environment are more likely to be exposed to falling debris, heavy construction traffic, noise levels, dust and airborne particles from the reduction process.

- **Climate** – Debris-generating disasters often occur in areas or seasons with extreme weather conditions. The effects of temperature and humidity on physical labor must be monitored, and proper work-rest intervals must be assessed.

4.0 Administrative and Engineering Controls

The use of administrative and engineering controls can greatly reduce the threats to public health and safety in debris removal activities. Some common administrative and engineering controls used in the debris removal process are:

Collection Operations

- Conduct debris removal operations during daylight hours only.

- Limit clean-up operations to one side of the road at a time.
- Limit collection work under overhead lines.
- Inspect piles before using heavy equipment to remove them to ensure that there are no hazardous obstructions.
- Make sure that all collection vehicles have properly functioning lights, horns and back-up alarms.
- Load collection vehicles properly (not overloaded or unbalanced).
- Cover and secure loads, if necessary.
- When monitoring the collection process, stay alert in traffic and use safe driving techniques.

Power Tools

- Inspect all power tools before use.
- Do not use damaged or defective equipment.
- Use power tools for their intended purpose.
- Avoid using power tools in wet areas.

Debris Reducing Machinery (Grinders/Wood Chippers)

- Do not wear loose-fitting clothing.
- Follow the manufacturer's guidelines and safety instructions.
- Guard the feed and discharge ports.
- Do not open access doors while equipment is running.
- Always chock the trailer wheels to restrict rolling.
- Maintain safe distances.
- Never reach into operating equipment.
- Use lock out/tag out protocol when maintaining equipment.

TDSRS/Disposal Operations

- Use jersey barriers and cones to properly mark traffic patterns.
- Use proper flagging techniques for directing traffic.
- Monitor towers must not exit into traffic and should have hand and guard rails to reduce trips and falls.
- Monitor towers must have properly constructed access stairways with proper treads and risers and proper ascent angle (4:1 height/width ratio).
- Monitor towers must be surrounded by jersey barriers which protect the tower and monitors from being struck by inbound or outbound collection vehicles.
- Monitor towers should be located upwind from dust- and particulate generating activities.
- A water truck should spray the site daily to control airborne dust and debris.

5.0 Personal Protective Equipment

Personal Protective Equipment (PPE) is the last resort to providing a safe working environment for workers. PPE does not eliminate or even reduce hazards as

administrative and engineering controls do. PPE works to reduce the risk of injury by creating a protective barrier between the individuals and work place hazards.

Proper use of PPE includes using PPE for its intended purpose. For example, using the wrong type of respirator might expose the worker to carcinogenic particulates. Properly fitting the equipment to the user may require examination by a medical professional. PPE that does not fit well will not provide maximum protection and will decrease the likelihood of the individual continuing to use the equipment. In addition, improper use may result in serious injury or death. The proper use of the equipment is outlined in detail in the manufacturer's instructions.

The following PPE may be applicable in standard ROW, ROE, and vegetative and construction and demolition debris removal activities:

- **Head Protection** – Equipment designed to provide protection for an individual's head against hazards such as falling objects or the possibility of striking one's head against low hanging objects. PPE used to protect the head must comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection - Protective Headwear for Industrial Workers – Requirements."

- **Foot Protection** – Equipment designed to provide protection for an individual's feet and toes against hazards such as falling or rolling objects, objects that may pierce the sole or upper section of the foot, etc. PPE used to protect the feet and toes must comply with ANSI Z-41-1991, "American National Standard for Personal Protection-Protective Footwear."

- **Hand Protection** – Equipment designed to provide protection for an individual's hands against hazards such as sharp or abrasive surfaces. The proper hand protection necessary is dependent upon the situation and characteristics of the gloves. For instance, specific gloves would be used for protection against electrical hazards while the same gloves may not be appropriate in dealing with sharp or abrasive surfaces.

- **Vision/Face Protection** – Equipment designed to provide protection for an individual's eyes or face against hazards such as flying objects. PPE used to protect eyes and face must comply with ANSI Z87.1-1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection." Again, the proper eye/face protection necessary is dependent upon the situation and characteristics of the equipment. For instance, eye and face protection used by individuals who are welding may not be appropriate for individuals operating a wood chipper.

- **Hearing Protection** – Equipment designed to provide protection for an individual's hearing against prolonged exposure to high noise levels. According to OSHA, the permissible level of sound is an average of 90

decibels over the course of an eight hour work day. Above the sound exposure level, hearing protection is required. PPE used to protect hearing must comply with ANSI S3.19-1974, "American National Standard Practice for Personal Protection - Hearing Protection."

- **Respiratory Protection** – Equipment designed to provide protection for an individual's respiratory system against breathing air contaminated with hazardous gases, vapors, airborne particles, etc. PPE used to protect the respiratory system must comply with ANSI Z88.2-1992. In addition, the use of respiratory protection requires a qualitative fit test and in some cases a pulmonary fit test by a licensed medical professional.

6.0 PPE Debris Removal Activity

PPE requirements are made based upon the results of the job hazards assessment. The following list of PPE is organized by debris removal activity and is meant to be a representative list. Specific PPE requirements vary from location to location. In general, individuals involved in the debris removal process should personally monitor water consumption to avoid dehydration and use appropriate skin protection (breathable clothes, light colors, sunscreen, etc.). Ultimately, the selection of PPE is the responsibility of the monitoring firm and debris removal contractors' project managers.

Debris Collection Monitoring

The hazards of disaster debris collection monitoring include, but are not limited to: struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps. PPE requirements include:

- Reflective vest;
- Foot protection (rugged shoes or boots, steel toe and shank if required); and
- Long pants.

Debris Disposal Monitoring

The hazards of disaster debris disposal monitoring include, but are not limited to: struck by or caught in/between vehicles, falls or trips on stairs or uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and struck by falling disaster debris. Monitor towers must be equipped with a first aid kit. PPE requirements include:

- Reflective vest;
- Foot protection (rugged shoes or boots, steel toe if required);
- Long pants; and
- Hard Hat.

Debris Removal

The hazards of disaster debris removal include, but are not limited to: struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and airborne debris. In addition, PPE requirements include:

- Reflective vest;
- Vision and hearing protection;
- Foot protection (rugged shoes or boots, steel toe and shank if required); and
- Long pants.

Debris Disposal and Reduction

The hazards of disaster debris disposal and reduction include, but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective Vest;
- Foot protection (rugged shoes or boots, steel toe if required);
- Vision and hearing protection;
- Long pants; and
- Hard Hat.

Debris Cutting and Trim Work

The hazards of disaster debris cutting and trimming work include, but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from power tools, vegetative or C&D sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective Vest;
- Hand and Foot protection (rugged shoes or boots, steel toe if required);
- Vision and hearing protection;
- Long pants;
- Gloves; and
- Hard Hat.

For additional information regarding health and safety requirements, please contact OSHA:

Health and Safety Contact Information	
Occupational Safety & Health Administration	1-800-321-6742

Appendix J
FEMA FACT SHEET RP9580.201

FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL

APPLICANT'S CONTRACTING CHECKLIST

Overview

To be eligible for reimbursement under the Public Assistance Program, contracts for debris removal must meet rules for Federal grants, as provided for in 44 CFR Part 13.36 *Procurement* (http://www.access.gpo.gov/nara/cfr/waisidx_04/44cfr13_04.html). Public Assistance applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards identified in Part 13. The following guidance is provided to assist Public Assistance applicants in the procurement process.

Contracting Process Checklist

- ☐ Use competitive bidding procedures. Complete and document a cost analysis to demonstrate price reasonableness on any contract or contract modification where adequate price competition is lacking, as detailed in 44 CFR 13.36(f).
- ☐ Provide a clear and definitive scope of work and monitoring requirements in the request for proposals/bids. Use acceptable emergency contracting procedures that include an expedited competitive bid process only if time does not allow for more stringent procedures.
- ☐ Require bidders to provide copies of references, licenses, financial records, and proof of insurance and bonding.
- ☐ Obtain review from your legal representative of your procurement process and any contract to be awarded to ensure they are in compliance with all Federal, State, and local requirements.
- ☐ Document procedures used to obtain/award contracts (procurement information, bid requests and tabulations, etc).
- ☐ Use load ticket requirement to record with specificity (e.g., street address) where debris is picked up and the amount picked up, hauled, reduced and disposed of.

FEMA will, when requested by applicants, assist in the review of debris removal contracts. However, such a review does not constitute approval.

Prepared By: Public Assistance Branch - Date Prepared: August 30, 2006 - Page 1 of 4

FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL

APPLICANT'S CONTRACTING CHECKLIST

Contract Provisions Checklist - Continued

All contracts must contain/reflect the following provisions:

- ☐ Requirement that all contract amendments and modifications be in writing.
- ☐ Requirement that contractor obtain adequate payment and performance bonds and insurance coverage.

Pre-Disaster and Stand-By Contracts Checklist

- ☐ It is recommended that you pre-qualify contractors prior to an event and solicit bid prices from this list of contractors once an event has occurred.
- ☐ The solicitation for pre-qualifying contractors must adequately define in the proposed scope of work all the potential types of debris, typical haul distances, and size of events for which a contract may be activated.
- ☐ To ensure reasonable debris removal costs, award debris removal contracts based on unit prices (volume or weight).
- ☐ If the contract is awarded on a time and material basis, it should be limited to no more than 70 hours of actual clearance and removal operations.
- ☐ After the initial 70-hour period, payment should be on a unit price basis (volume or weight).

Prepared By: Public Assistance Branch - Date Prepared: August 30, 2006 - Page 3 of 4

FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL

APPLICANT'S CONTRACTING CHECKLIST

Avoidance Checklist

- ☐ DO NOT: Award a debris removal contract on a sole-source basis.
- ☐ DO NOT: Sign a contract (including one provided by a contractor) until it has been thoroughly reviewed by your legal representative.
- ☐ DO NOT: Allow any contractor to make eligibility determinations, since only FEMA has that authority.
- ☐ DO NOT: Accept any contractor's claim that it is "FEMA certified." FEMA does not certify, credential, or recommend debris contractors.
- ☐ DO NOT: Award a contract to develop and manage debris processing sites unless you know it is necessary, and have contacted the State for technical assistance concerning the need for such operations. Temporary debris storage and reduction sites are not always necessary.
- ☐ DO NOT: Allow separate line item payment for stumps 24 inches and smaller in diameter; these should be treated as normal debris.
- ☐ DO NOT: "Piggyback" or utilize a contract awarded by another entity. Piggybacking may be legal under applicable state law; however, the use of such a contract may jeopardize FEMA funding.
- ☐ DO NOT: Award pre-disaster/stand-by contracts with mobilization costs or unit costs that are significantly higher than what they would be if the contract were awarded post-disaster. Such contracts should have variable mobilization costs depending upon the size of the debris work that may be encountered.

Appendix K
PURCHASING MANUAL

PURCHASING AND CONTRACTS DIVISION
PROCEDURES MANUAL
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MISSION

The mission of the Purchasing and Contracts Division is to provide for fair and equitable treatment of all persons involved in public purchasing by the County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

THE NEED FOR COMPETITION

The County Council and the County Manager recognize that open and fair competition is a basic tenet of public procurement. This reduces the appearance and opportunity for favoritism and inspires public confidence that Volusia County contracts are awarded equitably and economically. Complete openness and candor are important means of curbing any improprieties and establishing public confidence in the process by which commodities and services are procured.

It is essential to the effective and ethical procurement of commodities and services, that County Departments/Divisions/Activities and Agencies use a system of uniform procedures in managing and procuring commodities and services. A detailed justification of County decisions in procurement must be maintained. Strict adherence to specific ethical considerations by all County officers, employees, and agents, and by the suppliers and contractors is required to maintain the confidence of the public, the County, and the business community, in the expenditures of County funds.

INTRODUCTION

The operation of Volusia County government requires a tremendous diversity of skill, crafts, trades, and professions and covers a multitude of functions and services. It is, in effect, many businesses and utilities working together. By the very nature of its diversification of enterprises and the large scope of work covered, delegation of authority is necessary.

ALL personnel acting on behalf of the County are tasked to operate these many functions as efficiently and economically as possible. Therefore, it is necessary that everyone work together as a team to eliminate excess effort and waste for the efficient and effective operation of County government.

A function that has a significant operational and financial impact on County government is Procurement. The Purchasing and Contracts Division is a service agency that facilitates the procurement of materials, supplies, equipment, professional, technical, and contractual services required for County operation. The Purchasing and Contracts Division also has a control function to ensure that the laws, rules and regulations concerning the purchase and disposal of goods and services are obeyed, and that all transactions are carried out under the highest ethical standards. The Division also provides information resources, research, and information on new products and services, as well as trends and opportunities.

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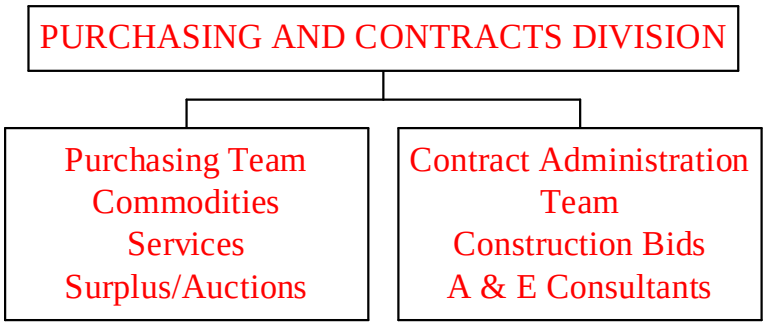
Since all purchases are made with taxpayer dollars, there are many laws, rules and regulations governing how procurement should be conducted in Volusia County; the most important of which is the Purchasing Ordinance. A copy of the Ordinance is included with this manual.

This manual has been developed to serve as a framework within which well-informed decisions can be made. Due to the diversity of needs and requirements, and differing rules and regulations governing each type of purchase, not all possibilities can be addressed in detail in this manual. This manual is only intended to act as a guide. Its purpose is to point out the duties and responsibilities of those involved with the procurement function, and to assist them in maintaining the County's reputation for fairness and integrity. The goal is the promotion of the County's best interests through intelligent action and fair dealing that will result in obtaining the maximum value for each dollar of expenditure.

The Purchasing and Contracts Division consists of Purchasing Agents and Contract Administration staff who specialize in certain commodity and departmental assignments as well as support personnel. A list of those assignments, along with the Division's organizational chart, can be found on the Purchasing and Contracts Division ENN Site. The Purchasing and Contracts Division has been organized into buying teams to facilitate the purchase of commodities, services and construction. Please contact the appropriate staff member or the Purchasing Director with any questions. There are no "dumb" questions. It is easier to ask how to do something properly than to try to undo or redo something done wrong. Occasionally situations arise for which there is not a preset policy or procedure. The Purchasing and Contracts staff will gladly assist in planning a purchasing activity in advance so that it will be done within the limitations of regulations to meet specific needs.

ORGANIZATIONAL CHART



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QUICK REFERENCE GUIDE

TOTAL CONTRACT VALUE	**QUOTE/BID REQUIREMENTS (Minimum)**	**AWARD APPROVAL**
$0 - ~~$749.00~~ $999.00† *(Revised 11/3/2005)*	Single Quote Purchasing Card	Department Director or designee
$0 - $2,999.99	Single Quote Delegated Purchase Order	*Certified* Delegated Purchasing Agents*, ONLY
$0 - $2,999.99	Single Quote	Purchasing Agent
$3,000 - $9,999.99	3 Verbal Quotes Minimum	Purchasing Director or Designee
$10,000 - $24,999.99	3 Written Quotes Minimum	Purchasing Director and County Manager
$10,000 - $24,999.99 *(As approved by County Manager on 3-1-2001)*	Fuel Purchases 3 Written Quotes Minimum	Purchasing Manager
$25,000 and above	Formal, Advertised Invitations	County Council
$25,000 - $50,000 *(As approved by County Council on 4-18-1996)*	Formal, Advertised Invitations for Housing Rehabilitation Projects	County Manager County Council must approve projects over $50,000

† Amount may be set lower by Department/Division/Activity Director.
* Approved and Appointed only by Purchasing Director.

Contracts for the purchase of any commodities or services may only be signed by the County Manager, the Chairman of the County Council, or the Purchasing Director, as may be applicable.

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ETHICS

All County employees are bound by the Code of Ethics as prescribed in the Volusia County Charter, Article XII; Volusia County Merit System Rules and Regulations, Section 86-45. Conduct of Employees; and Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees.

If there is any question regarding ethical conduct or action, please contact a staff member from Legal, Personnel, or Purchasing and Contracts, **before** any action is taken.

TYPES OF COMMON PURCHASING TRANSACTIONS

Petty Cash

Some agencies maintain a petty cash fund for small purchases for which the purchasing function is not necessary. The Finance Division has regulations regarding a petty cash fund. Please contact Finance to set up a petty cash fund.

Purchasing Card

The Purchasing Card is an ideal tool for small purchases. Purchasing Cards are issued in an employee's name with preset spending controls and limits. The per-transaction limit for purchases is set at seven hundred forty nine dollars or less ($749.00). Purchasing Cards are only issued upon written request from the Department or Division Director and after the employee has attended mandatory training. The Purchasing Card is intended for small dollar, non-recurring purchases. Please refer to the Purchasing Card Manual for additional details regarding this program.

Delegated Purchase Order (DPO)

Individuals that have completed the annual training and have obtained a signed contract from the Purchasing Director have been delegated the authority and responsibility to issue Delegated Purchase Orders for amounts not exceeding three thousand dollars ($3,000.00) including freight, shipping and handling. DPOs require a single quote. *(For more details, refer to Delegated Purchasing Agent Manual.)*

Standard "A" Purchase Order

The County standard purchase order begins with an "A" prefix that is issued for routine County purchases of commodities and services. It is requested by the user with a requisition and is issued for the purchase of most types of items and/or services. Standard "A" purchase orders are encumbered in the financial accounting system.

Service Contract Purchase Orders (SCS)

Service Contract Purchase Orders (SCS) are issued as a result of a quote or bid, and are usually for construction or consultant type jobs where progress payments are required throughout the duration of the project OR for payments for transactions where regular specific payments are required over a specified length of time. While the term of a Service Contract Purchase Order may or may not coincide with the fiscal year, the amount of funds encumbered must be available in the current year's budget. Requests for construction, consultants, leases, or similar transactions must begin with the proper agency as listed in "Interaction with Other County Departments/Divisions/Activities", as noted on page 51 of this manual.

Price Agreement Purchase Orders
A Price Agreement is **an** indefinite quantity agreement. It is a tool to facilitate purchases when the exact quantity of a required commodity or service is unknown or may vary depending upon the using agency's requirements. A Price Agreement is used to obtain commodities or services needed frequently for operations and maintenance.

A Price Agreement requires either competition or award according to another political entity's contract, such as a State Contract, SNAPS, GSA, PRIDE, RESPECT, etc. *(For more details, please see Cooperative Purchasing page 48)*, OR acceptable written justification as a sole/single source. If usage is anticipated to exceed **$3,000** in a single year, at least three (3) written quotes must be obtained. If usage is anticipated to exceed **$25,000** in a single year, formal competition (bid or RFP) must be used to select the vendor, unless the award is made from another political entity's contract, or justified as a sole/single source. **Any formal competition resulting in an award over $25,000 must be submitted to County Council for approval.**

A Price Agreement may be requested by using agencies or initiated by the Purchasing and Contracts Division. A Price Agreement shall be authorized by the Purchasing Director or designee, and issued for Countywide use. The term of a Price Agreement may not necessarily coincide with the fiscal year.

After review by the Purchasing and Contracts Division, a request for a Price Agreement may be returned to the user with the recommendation to use a more appropriate purchasing method such as a regular Purchase Order, Delegated Purchase Order, Procurement Card or Direct Payment Voucher.

A list of commodities or services available for purchase from current Price Agreements may be obtained from the Purchasing and Contracts Division Intranet site on ENN. Departments/ Divisions/Activities may request a commodity or service be purchased through the Price Agreement method at anytime during the fiscal year.

Refer to page 35 of this manual for details on how to request and/or utilize a Price Agreement.

Letter Contracts
Letter Contracts are issued for contracts for which there is no competitive function (such as charitable contributions approved each fiscal year by County Council, or payments to other governmental agencies). Letter contracts are only issued to other governments or to non-profit organizations. Letter Contracts usually are issued each fiscal year for those payments approved in each fiscal year budget. Letter Contracts may be requested and issued any time during the fiscal year for approved transactions.

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Direct Payment Voucher
For certain approved transactions for which there is no competitive Purchasing function, a using agency may make a request for payment directly to Accounting without processing through the Purchasing and Contracts Division. Direct Payment Vouchers require all the necessary approvals and signatures as a requisition. **Only the following transactions are approved for payment using a Direct Payment Voucher:**

- Bond related expenses
- Case related expenses such as transportation, towing, forensic services, witness expenses, storage expenses, copies of records, transcripts
- Charitable contributions (one time payment only)
- Child support payments
- Clerk of Court fees and expenses
- Debt service payments
- Indigent burials
- Inmate medical services
- Instructor fees
- Insurance (approval by Risk Management only)
- Land purchases (Public Works /Right-of-Way including legal fees and related costs)(Council approval required)
- Medical insurance refunds (Personnel only)
- Outside Counsel (Legal only)
- Payments to Other Government Agencies (all types of taxes, assessments, fees, permits, utility deposits)
- Postage (U.S. Post Office only - no invoice required)
- Pre-approved interview and/or moving expenses (Personnel only)
- Railroad signal maintenance
- Refunds on overpayment (i.e.: tag & title fees, taxes, parking violations, payroll deductions, utility deposits, etc.)
- Risk Management Claims settlements
- Sheriff's tags
- Subscriptions to, and public and legal advertisements in newspapers and periodicals
- Tax deed application expenses and surpluses
- Tuition, lab fees, books, required course materials to approved schools (registration forms required)

Emergency Purchase Order
Emergency purchases are **ONLY** for commodities or services necessary because of certain emergency conditions that may affect the health, safety, and welfare of the citizens of Volusia County. Please refer to EMERGENCY PURCHASING, page 9, for the complete set of procedures

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THE PURCHASING FUNCTION

The purchasing function begins with a "need" by a using agency. For everyone, the user, the vendors, and the Purchasing and Contracts Division, to function efficiently and effectively, needs must be **planned** as far in advance as possible. Each need must be thoroughly reviewed as to the type of procurement process that will best facilitate the delivery of the commodity or service required, at the time it is needed, and at the best possible price. A review of approved budget at the beginning of each fiscal year is recommended, in order to plan a procurement strategy and timetable. Planning should include coordination with other Departments / Divisions / Activities as necessary. Procurement requirements should be prioritized by time of need. The Purchasing and Contracts Division services the needs of ALL County Departments / Divisions / Activities, each with their own set of priorities. When planning a purchasing strategy, do not hesitate to contact a staff member to assist in the development of a reasonable timetable and appropriate methodology.

REQUESTING A PURCHASE

Most purchases are requested using a REQUISITION FORM. Please complete every blank on the requisition form applicable to the request for purchase, including the "Bill To/Ship To" code, so that needs are communicated properly. Requisitions received without the necessary information may slow down the approval process.

A requisition form can include three (3) different forms - (1) the INITIAL REQUISITION FORM, (2) a CONTINUATION FORM for additional commodities not allowed by restricted space on the initial form, and (3) a TEXT FORM to provide additional information about each commodity not allowed by restricted space on the initial requisition form. Additional information can be attached with the requisition form(s).

The requisition form was designed to mirror the data input requirements of the Local Government Finance System / Extended Purchasing Subsystem computerized accounting and purchasing systems (LGFS/EPS).

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SPECIFICATIONS

The term "specification" means any description of the physical or functional characteristics, or of the nature of the supply or service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

The specification is the basis for obtaining a commodity or service suitable for the County's needs considering the total costs of ownership and operation as well as the initial purchase costs. It is the policy of the County that specifications permit maximum practical competition consistent with this purpose. Specifications shall be drafted with the objective of clearly describing the user's functional and/or performance requirements.

If a purchase is made without knowing the exact requirements of the requesting agency, errors and frustration are common results. It is the responsibility of the using agency to clearly understand the agency's needs and requirements and communicate those needs to the Purchasing and Contracts Division. Purchasing and Contracts Division staff will assist the using agency in writing specifications for any product or service required. Certain technological or standardized purchases require participation from other County agencies in drafting the specifications.

It is the general policy of the County to purchase standard commercial products whenever practical. When developing specifications, accepted commercial standards shall be used and unique requirements shall be avoided, to the extent practical. Specifications that list a Brand Name "Or Equal" description are intended to be descriptive and not restrictive, and to indicate the minimum quality and characteristics of the products that will be accepted. Proposals offering "equal" products will be considered for award if such products are clearly identified in the proposal and are determined by the user and the Purchasing and Contracts Division to fully meet or exceed the salient characteristics listed in the specifications.

PURCHASING REQUIREMENTS

SMALL PURCHASES

A Small Purchase is defined as any purchase whose total value is below the bid threshold limit, currently set by the Purchasing Ordinance at $25,000.

The estimated value of the purchase determines what steps must be completed before a purchase order can be issued.

OBTAINING QUOTES

While it is the Purchasing and Contracts Division's responsibility to obtain quotes, the using agency can shorten the time involved by obtaining one or more quotes. The Request for Quotes must be identical in the description of quantity, quality, terms and conditions. An adequate description of the specifications must be included so that the Purchasing and Contracts staff member may contact vendors for quotes/bids to obtain the commodity or service when it is needed, delivered to the proper place, of the quality and in the quantity specified, and, of course, at the best price. Even if quotes are provided with the user agency's requisition, a complete description of the user agency's needs, required delivery time, and all

special conditions must be clearly written on the requisition or attached as a memo. **If in the best interest of the County, The Purchasing and Contracts staff member may obtain additional quotes.**

Single Quote

(1) **Estimated Value under $749.00**

Use the Purchasing Card for this type of purchase. See Purchasing Card Procedures Manual for guidelines.

(2) **Estimated Value under $3,000.00**

While this dollar limit only requires a single quote, the user agency should check the marketplace to ensure that the best value is being obtained. If the vendor and cost including freight and/or shipping is known, complete a requisition form with all the information available and submit it to the Purchasing and Contracts Division. The requisition will be reviewed by the appropriate staff member. If the staff member agrees with the recommendation for purchase, the requisition will be processed. If the staff member questions whether the commodity can be purchased from another vendor, for a better price, or is available from another source or contract, the requestor will be contacted to discuss the change.

Verbal Quotes

(3) **Estimated Value $3,000.01 - $9,999.99**

Requisition forms for purchases for this dollar value are completed in the same manner as above. However, a **minimum** of three (3) VERBAL quotes is required. The user may obtain the necessary quotes and furnish them with the requisition form, or provide sufficient specifications so that the appropriate Purchasing and Contracts staff member can obtain quotes. If a user obtains the quotes, list the firm name, telephone number, name of the person contacted, and each unit price including any freight costs, either on the requisition or on a separate page.

Written Quotes

(4) **Estimated Value $10,000.0 - $24,999.99**

Requisition forms for purchases of this dollar value are completed in the same manner as above. However, a **minimum** of three (3) WRITTEN quotes is required. Obtain the necessary quotes and furnish the original of each written quote with the requisition form, or provide sufficient specifications so that the Purchasing and Contracts Division staff member can obtain quotes.

FORMAL SOLICITATIONS

If the estimated value is greater than $25,000, the Purchasing and Contracts Division must prepare and solicit formal, sealed, advertised Invitations (Invitation To Bid, Request For Proposals, Request For Statements of Qualifications, or Request For Information).

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If available, specifications for the requested purchase shall accompany the requisition. The appropriate Purchasing and Contracts Division staff member will review the specifications to ensure that they are adequate for the Invitation to Bid document or will work with the requesting agency to write additional specifications, terms and conditions. The Purchasing and Contracts Division staff member will coordinate all of the details of the invitation such as a pre-proposal conference, if applicable, and the suggested opening, evaluation and award dates, etc. After the Formal Opening, the staff member and the using agency will evaluate the bids or proposals based upon predetermined criteria for award. The using agency shall transmit in writing its recommendation for award to the Purchasing and Contracts Division.

PUBLIC ADVERTISEMENTS

All formal invitations must be publicly advertised at least a week in advance of the specified opening date in the *Daytona News Journal*. There are other advertising requirements depending upon the type and value of the proposed contract. Other advertising is suggested if a wide selection of potential proposers is required.

Public Advertising Requirements:

Type	Times	Minimum**	Recommended
County Bids, RFP's, RSQ's [1]	1	5 days	20-30 days
Construction < $200,000 [2]	1	21 days	30 days
Construction > $200,000 [2]	1	30 days	30 days
Sale or Lease of County Real Property [4]	2	14 days	30 days
Road Projects [3]	2	30 days	30 days
Federal Aviation Authority Projects	2	10 days	20-30 days
Federal Transit Authority Capital Equipment	1	10 days	20-30 days
Federal Transit Authority -projects	2	10 days	20-30 days
Grants	1/grant	1/grant or 5 days	20-30 days
Addendum - changing closing date	1	5 days	10 - 15 days

*Minimum - number of days from date Public advertisement appears in the newspaper until closing date.
** Public advertisement must also be at least 5 days before any pre-bid meeting.

[1] Volusia County Code Section 2-271;
[2] Florida Statutes 255.0525 (2);
[3] Florida Statutes 336.44 (2);
[4] Florida Statutes 125.35

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Pre-Solicitation, Pre-Bid, Pre-Proposal Conferences
Conferences may be scheduled and conducted by the Purchasing Director, or designee, before the official time and date set for the Formal Opening to explain the procurement requirements and to solicit information from potential bidders/proposers.

A MANDATORY conference may be scheduled and conducted if the technical or physical requirements of the Invitation require the physical presence of potential proposers. Proposals from anyone not attending the mandatory conference will not be considered. Mandatory conferences restrict competition and therefore must be justified in writing to the Purchasing Director, and approved by the Purchasing Director, prior to release of the Invitation.

Formal Opening
All invitations shall be opened publicly at the date, time and place designated in the Invitation under the direct control of the Purchasing and Contracts Division. The name of each bidder or proposer shall be read aloud and tabulated along with the pertinent information as described in the Invitation.

Late Proposals
Any bid, proposal, or offer received at the place designated in the Invitation after the official date and time specified for receipt of proposals shall be considered late and will not be considered for award. Any request for withdrawal or modification received after the date and time specified shall not be considered. The time clock in the Volusia County Purchasing and Contracts Division is the official time for all Formal Openings.

Bidders List
The Purchasing and Contracts Division maintains a computerized database of vendors with whom the County has done business in the past, and a list of firms who have expressed interest in submitting quotes and bids to the County. Any firm wishing to register with the County can request a "Bidders Registration Form" from the Purchasing and Contracts Division or download it from our website. The vendor must complete the form, select the applicable Commodity Codes, and return it to the Purchasing and Contracts Division, who will forward it to Finance Accounting for assignment of a vendor number.

Users can call the Purchasing and Contracts Division to see if a certain vendor is included in the database. (Those users on-line to the LGFS system can look up vendors on their computer.) Users may suggest additional potential bidders they would like to receive an invitation, request for quote or bid or they may request a Bidders Application Form be mailed or faxed to a potential bidder with whom they are interested in doing business.

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AWARD OF CONTRACTS AND APPROVALS

Award

All quotes and invitations shall be awarded to the lowest responsive and responsible bidder, or upon criteria established before the bids are opened. If no criteria are specified in the quotes or Invitation to Bid, the award will be based upon the price alone.

Approvals

Before any purchase order can be issued, the following approvals are required based upon the total value of the purchase:

Value up to $10,000	Purchasing Director
Value less than $25,000 for Fuel Purchases	Purchasing Director
Value over $10, 000 and less than $25,000	Purchasing Director and County Manager
Value $25,000 and Greater	County Council
Value up to $50,000 for Housing Rehabilitation Projects	County Manager (Approved by County CouncilOn 4-18-1996)

Purchase of Capital Equipment

The County Manager shall have the authority to award all contracts for capital equipment from the capital equipment list approved by the County Council provided that:

1. The final cost per item does not exceed the approved budget cost by more than ten percent; and
2. The final cost per item does not exceed the approved budget cost by more than $10,000.

Protest Procedures

A vendor/bidder may protest the award of any contract any time prior to its award by contacting the Purchasing Director by formal written notice on company letterhead. The Purchasing Director shall respond to the protest within a reasonable amount of time, not to exceed ten (10) business days. If the vendor/bidder is not satisfied with the Purchasing Director's resolution of the problem, the vendor/bidder must direct the protest to the County Manager within five (5) business days for a solution. If a solution cannot be reached with the County Manager, the vendor/bidder may appeal directly to the County Council at their next scheduled meeting. The decision of the County Council is final. Any further protest must be resolved through the Florida Judicial System.

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CONSULTANT SELECTION PROCESSES

The County regularly requires the services of certain types of professionals to accomplish the missions of the County. While some of these services may be solicited based upon price and related criteria, sometimes it is better to choose the professional service provider based on their qualifications. Under Florida Statute Chapter 287.055, the acquisition of all architectural, engineering, landscape architectural, surveying, and mapping services must be procured through the qualifications only process known as the Consultants Competitive Negotiation Act (CCNA). The External Auditor selection process is also a qualifications only process governed by Florida Statute Chapter 11.45. Other types of professional service providers may also be chosen based on qualifications as the needs of the County dictates.

For the purpose of these policies and procedures, the term "consultant" means an independent contractor who is considered to have education, specialized knowledge, experience or special abilities not generally available within County government. This includes but is not limited to: accountants, actuarials, appraisers, architects, artists, auditors, counselors, designers, economists, educators, engineers, financial analysts, lobbyists, management and systems analysts, medical practitioners, planners, promoters, researchers, scientists, sociologists, surveyors, trainers, and other professionals as designated by the Purchasing Director.

The following basic procedures shall be followed to select a consultant based upon qualifications when the estimated total cost of the contract is above the formal invitation amount, or when required by statute. This process shall be referred to as the Request for Statements of Qualifications (RSQ) process. The Request for Proposal process shall be followed to select a consultant when the evaluation criteria include items in addition to qualifications. These processes may be modified to accommodate specific requirements of the County.

The using agency shall define and prepare a written basic scope of services required for the project or series of projects that will require contracting for professional services as described above. If the required services are for architectural, engineering, landscape architectural, surveying, or mapping services, the scope of services shall be sent directly to the Contracts Team for review and to see if the services are already under contract. All others shall be sent to the appropriate Purchasing and Contracts Division staff member.

After receipt of the scope of services, the Contracts Team shall prepare a rough draft Request for Statements of Qualifications (RSQ). This will be given to the requesting using agency for review. Recommended changes shall be incorporated in the RSQ as applicable and a final draft RSQ shall be prepared and submitted to the using agency for approval.

The Purchasing Director will work with the Chief Financial Officer to determine which of the following processes (A, B, C, D) to use on each selection. The County Council or the County Manager may chose to modify a process or use a different process if such better serves the needs of the County, except in CCNA selections.

If Processes C or D are chosen, the Purchasing Director shall submit the final draft RSQ to the County Manager and County Attorney, via the Chief Financial Officer, with a staff recommendation on the selection process to be used and a recommended selection committee.

Any resultant consultant contract shall be limited to a maximum term of three (3) years unless a different term is specified by the County Council. Each consultant contract shall have a clause to permit the termination of the contract without cause at the County's convenience.

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PROCESS "A"

Technical Selection Committee Makes Selection
and
County Council Approves the Selection Committee's Ranking

This process shall be used to select consultants for "routine" services when there are no public policy issues involved. The Purchasing Director shall appoint the selection committee. This type of selection committee shall normally be comprised of three (3) members: using representative, and two (2) knowledgeable third parties not from the using agency; however, additional members may be included as required. All members will have equal voting privileges. The Purchasing Director, or designee, will be the non-voting chair of the selection committee to ensure and certify the integrity of the selection process.

The Purchasing and Contracts Division will set the official closing time and date for the RSQ and will be responsible for the public notification and distribution of the RSQ to potential respondents and the proper receipt of any submittals. Any proposal or submittal received after the official closing time and date shall not be considered.

The Purchasing and Contracts Division will be responsible for the proper public notice of the selection committee meeting(s).

The selection committee shall review all responsive submittals and will determine whether presentations are required. The Purchasing and Contracts Division will coordinate the presentation process. The selection committee will rank the respondents in accordance with the requirements of the project and/or using agency. This does not prohibit the selection of multiple respondents without ranking for specific periods and/or projects.

The Purchasing and Contracts Division will prepare the agenda item recommending that County Council approve the ranking of the selection committee and authorize the County Manager to appoint a negotiating team to negotiate the final contract. Any contract or task assignment over $25,000.00 shall be submitted to the Council for approval.

If the Council rejects the ranking submitted by the selection committee, the current solicitation process shall be terminated. If the Council rejects the ranking, the Council may direct that a new RSQ be prepared and issued and shall direct the selection process (A, B, C, D) to be used. This does not prevent the Council from choosing another method of determining the most qualified respondent(s).

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PROCESS "B"

Selection Committee Makes Initial Ranking
and
County Council Approves Ranking

This process shall be used to select consultants when there are not any significant public policy or program issues, but the participation of a Council member will provide insight into the Council's objectives.

If this process is chosen, the Council Chair shall be requested to appoint a Council member to participate in the selection committee. The Purchasing Director shall appoint the rest of the selection committee. This type of selection committee shall normally be comprised of three (3) members: Council member, using representative, knowledgeable third party not from the using agency; however, additional members may be included as required. The Council member will have voting privileges equal to all other voting members. The Purchasing Director, or designee, will be the non-voting chair of the selection committee to ensure and certify the integrity of the selection process.

The Purchasing and Contracts Division will set the official closing time and date for the RSQ and will be responsible for the public notification and distribution of the RSQ to potential proposers and the proper receipt of any submittals. Any proposal or submittal received after the official closing time and date shall not be considered.

The Purchasing and Contracts Division will be responsible for the proper public notice of the selection committee meeting(s) and will coordinate the selection committee meeting(s) with the Council Member's schedule.

The selection committee shall review all responsive submittals and will determine whether presentations are required. The Purchasing and Contracts Division will coordinate the presentation process. The selection committee will rank the respondents in accordance with the requirements of the project and/or using agency. This does not prohibit the selection of multiple proposers without ranking for specific periods and/or projects,

The Purchasing and Contracts Division will prepare the agenda item recommending that County Council approve the ranking of the selection committee, and authorize the County Manager to appoint a negotiating team to negotiate the final contract. Any contract or task assignment over $25,000.00 shall be submitted to the Council for approval.

If the Council rejects the ranking submitted by the selection committee, the current solicitation process shall be terminated. If the Council rejects the ranking, the Council may direct that a new RSQ be prepared and issued, and shall direct the selection process (A, B, C, D) to be used. This does not prevent the Council from choosing another method of determining the most qualified respondent(s).

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PROCESS "C"

Selection Committee Makes Initial Shortlist without Ranking
and
County Council Receives Presentations and Makes Final Ranking and Selection

This process shall be used for selection of consultants when there are some significant public policy or program issues that require County Council direction and participation. This process may also be used when the outcome of the selection process involves another political jurisdiction or when there may be significant public involvement in the outcome.

If this process is chosen, the Council Chair shall be requested to appoint a Council member to participate in the selection committee to provide insight into the Council's goals and objectives and anticipated outcomes. With the consent of the County Manager, the Purchasing Director shall appoint the rest of the selection committee. This type of selection committee shall normally be comprised of three (3) members: Council member, using representative, knowledgeable third party not from the using agency; however, additional members may be included as required. The Council member will have voting privileges equal to all other voting members. The Purchasing Director, or designee, will be the non-voting chair of the selection committee to ensure and certify the integrity of the selection process.

The Purchasing and Contracts Division will set the official closing time and date for the RSQ and will be responsible for the public notification and distribution of the RSQ to potential proposers and the proper receipt of any submittals. Any proposal or submittal received after the official closing time and date shall not be considered.

The Purchasing and Contracts Division will be responsible for the proper public notice of the selection committee meeting(s) and will coordinate the selection committee meeting(s) with the Council Member's schedule.

The selection committee shall review all responsive submittals and provide a list of not less than three (3) respondents, in no rank order, to make presentations to Council. (If less than three responses are received, all respondents will be submitted to Council.)

The selected respondents shall be invited to make a presentation to the Council. The Purchasing and Contracts Division will coordinate the presentation process including preparation of the agenda item.

Each Council member will be provided with a copy of the information submitted by each respondent selected by the selection committee at least one week before the presentations are scheduled.

The County Council, during a scheduled and advertised meeting, shall hear presentations from the selected respondents. After the presentations and discussions are completed, the Council shall vote to select the top respondent(s). The Council shall vote on the top-ranked respondent first with the respondent receiving the majority of votes being ranked "number one." If no respondent receives a majority of the votes of the Council members present and voting, the Council shall vote again or make a motion to take other action. The Council may vote either for the second and third ranked respondent by separate votes or as a combined vote. If this is a selection for an Architect or Engineer

under the Consultant's Competitive Negotiations Act (CCNA), Chapter 287.055, Florida Statutes, the Council shall rank the top three respondents. This does not prohibit the selection of multiple respondents without ranking for specific periods and/or projects, nor shall this prevent the Council from choosing another method of determining the most qualified respondent(s).

If the Council rejects the respondents submitted by the selection committee, before, during, or after the presentations, either all respondents must be given an opportunity to make presentations to Council and Council makes a selection from them, or the solicitation process shall be terminated.

If the solicitation process is terminated, the Council may direct that a new RSQ be prepared and issued and shall direct the selection process (A, B, C, D) to be used. This does not prevent the Council from choosing another method of determining the most qualified respondent(s).

The County Manager shall appoint a negotiating team to negotiate the contract(s) with the Council selected respondent(s) and shall submit the negotiated contract(s) to the Council for approval.

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PROCESS "D"

County Council Serves as Selection Committee

This process shall be used for the selection of a consultant when there are significant public policy issues and when the Council chooses to serve as the selection committee. This process shall also be used to select the External Auditor.

If the County Council and County Manager chose this process, the Purchasing Director shall draft a Request for Statements of Qualifications (RSQ) with a recommended schedule of events in accordance with directions from the County Manager and shall submit it to the County Manager for distribution to Council members. Council members should review the draft RSQ and suggest changes. All changes shall be sent to the Purchasing and Contracts Division via the County Manager.

The Purchasing and Contracts Division, at the direction of the County Manager, will set the official closing time and date for the RSQ. The Purchasing and Contracts Division will be responsible for the public notification, distribution, and the proper receipt of any submittals. Any response submitted after the closing time and date will not be considered.

Each Council member will be provided with a copy of the information submitted by each respondent as soon as possible after the official closing date.

The County Council, during a scheduled and advertised meeting, may review the submittals, and either makes a selection or selects respondents to make presentations to the Council. The Council may ask for specific information to be included in the presentations. If the Council chooses to have presentations, the Purchasing and Contracts Division, at the direction of the County Manager, will coordinate the presentation process including preparation of the agenda item.

The County Council, during a scheduled and advertised meeting, shall hear presentations from the previously selected respondents. After any discussion, the Council shall vote to select the top respondent(s). The Council shall vote on the top-ranked respondent first with the respondent receiving the majority of votes being ranked "number one." If no respondent receives a majority of the votes of the Council members present and voting, the Council shall vote again or make a motion to take other action. The Council may vote either for the second and third ranked respondent by separate votes or as a combined vote. If this is a selection for an Architect or Engineer under the Consultant's Competitive Negotiations Act, Chapter 287.055, Florida Statutes, Council shall rank the top three respondents. This does not prohibit the selection of multiple respondents without ranking for specific periods and/or projects, nor shall this prevent the Council from choosing another method of determining the most qualified respondent(s).

The County Chair shall appoint or shall direct the County Manager to appoint a negotiating team to negotiate the contract that shall be submitted to the Council for approval.

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Consultant Selection Matrix

Activity Process	Development of Requests for Statements of Qualifications (RSQ)	Selection Committee Membership	Primary Ranking	Presentations Made to:	Approval of Final Ranking	Award	Typical Example
Process "A"	Technical Staff	Technical Staff	Selection Committee	Selection Committee	County Council	County Council	Routine Consulting Projects
Process "B"	Technical Staff	Appointed County Council Member and Technical Staff	Selection Committee	Selection Committee	County Council	County Council	CCNA Selections [Architectural & Engineering Services]
Process "C"	Staff at direction of County Council	Appointed County Council Member and Technical Staff	Selection Committee [shortlist only, no ranking]	County Council	County Council	County Council	Tax / Fee Study Consultants Architect for Design of Courthouse Public transportation Consultants
Process "D"	Staff at direction of County Council	County Council	County Council	County Council	County Council	County Council	External Auditor Economic Development Consultant

Adopted by County Council May 3, 2001.

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REQUESTS FOR SERVICES OF AN ARCHITECT, ENGINEER, LAND SURVEYOR AND MAPPER, OR LANDSCAPE ARCHITECT

As previously stated, Florida Statute 287.055, as amended, governs requests for purchase of these types of professional services commonly known as the "Consultants Competitive Negotiations Act" (CCNA). In short, it states that any project whose construction cost exceeds **$250,000** and the professional fee for design exceeds **$25,000**, falls under the jurisdiction of this law. These services are obtained by qualifications instead of pricing.

How To Obtain These Type Services:

Existing Contracts

The Purchasing and Contracts Division maintains a list of contracts for these type of services once awarded by Council. The type of service needed may already be available through an existing contract**.** To view the list of contracts, visit the Purchasing and Contracts Division's ENN page and find the list entitled "Professional Services" under the "Forms Section". Contact the Contracts Team to choose the correct firm and initiate the Task Assignment process.

New Contracts

The following process is followed if a contract does not already exist:

1. The Purchasing and Contracts Division will issue a Request for Statements of Qualifications (RSQ) to obtain qualification data from potential businesses from which a selection will be made.
2. Selection is made by a Selection Committee comprised of the Purchasing Director, or designee, as the Chair of the Committee, representative(s) from the using agency and any other staff the Purchasing Director deems necessary. See Consultant Selection Matrix for procedures.
3. After the Selection Committee makes a recommendation, the Purchasing and Contracts Division will prepare an agenda item for Council approval to begin negotiations with the top ranked firm(s).
4. The Contract Administrator negotiates a master contract with the top ranked firm(s).
5. Fees are negotiated with the appropriate firm(s) and the resulting task assignments are routed for additional approvals by the Purchasing Director, County Manager and/or County Council, depending upon the dollar value and scope of services.
6. After the appropriate approval(s), the Contracts Team will administer the contract(s), and any additional requirements will be coordinated through them.
7. Upon notification by the Contract Administrator that the contract has been approved, the user agency will issue a purchase order requisition to encumber the funding. The Contract Administrator will be responsible for the receiving copy of the purchase order for payment processing.
8. The Contract Administrator will obtain and review insurance certificates and bonds.
9. The Contracts Team will coordinate the execution and distribution of the contract documents and obtain the appropriate signatures.
10. Throughout the course of the contract, the Contracts Team and the user agency work closely together monitoring the contracting firm's service activity. The contracting firm reports and functions under the direction of the County Representative (using agency's representative) with assistance from other groups/activities with specific expertise as required (i.e.

engineering reviews from Engineering/Construction, etc.)

11. Copies of all correspondence and direction to and from the contract firm shall be provided to the Contracts Administrator for inclusion in the contract master file.
12. Monthly payment requests shall be prepared by the contracting firm and submitted to the County for review by both the using agency and the Contracts Team.
13. Upon approval by the using agency and Contract Administrator, the invoice shall be submitted to Finance for payment processing.
14. The user department initiates Amendments/Change Orders to the original contract.
15. The contracting firm will submit all contemplated negotiated changes to the County in the form of a Price Proposal.
16. The user department and the Contract Administrator shall review the price proposal and if appropriate, the Contracts Administrator shall prepare the Contract Amendment/Change Order and Council Agenda Item for approval if necessary.
17. The Amendment/Change Order shall be approved by the Purchasing Director, County Manager and/or Council Chair, in accordance with signature authority level.
18. The user department shall issue a purchase order requisition for the change order to encumber the funds. Upon receipt of the receiving copy of the purchase order, the Contract Administrator shall issue the approved Amendment/Change Order to the contract firm.
19. For completion of the contract services/final payment, the user department issues a certification that the contract service is complete.
20. The final payment invoice is approved by the user department and the Contract Administrator and is submitted to Finance for payment.
21. The Contract Administrator assists the user department in assemblance and compliance of all required closeout documents and ensures proper closeout of the Purchase Order.

DESIGN-BUILD SERVICES

A design-build project combines the design and construction of a building or structure in a single contract performed by one firm. Design-build procedures are governed by Florida Statute 287.055 as amended and sets forth specific criteria for obtaining design-build services. Along with other criteria, this method requires a design criteria package be prepared, sealed by a design criteria professional employed by or retained by the County and included with the Request for Statements of Qualifications (RSQ). Evaluation of the proposal is initially based upon the qualifications of the proposer, but the final contract price, technical and design aspects are negotiated with at least the top three ranked proposers. The design criteria professional who prepares the design criteria package is not eligible to submit a proposal or render any other services under the design-build procedure. To obtain design-build services, contact the Purchasing and Contracts Division to begin the preliminary processes.

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REQUESTS FOR CONSTRUCTION SERVICES

Construction projects should be requested through the Purchasing and Contracts Division. However, major capital improvement projects may require other approvals and processing. Each request for construction will be reviewed on a case-by-case basis and the appropriate purchasing method determined by the Purchasing Director.

Large construction projects may be competitively bid and contracted to a firm who is authorized to manage the construction project on behalf of the County. Management may or may not include the purchase of materials, supplies, and equipment for the County. Before the award of a construction management contract the decision must be made and procedures set forth for purchasing requirements of the specific project.

The following process shall be utilized to procure construction type contracts:

1. An outside project designer or user department, shall provide the preliminary design/programming and project cost estimate.
2. The project design documents shall be reviewed by the user department, and Contracts Team.
3. Plans and specifications shall be compiled by the user department, or outside project designer as applicable, and shall be incorporated into a bid document by the Contracts Team.
4. Bid advertisement is prepared and submitted for publication in the local newspaper.
5. The Pre-Bid Conference is scheduled by the Contracts Team and is conducted by the County Representative or outside project Consultant/Designer (if so tasked by his contract) with the assistance of the user department, Contracts Team and other groups/activities as required.
6. Contract Addenda are prepared by the User Department or outside project Consultant/Designer as applicable, is reviewed by the Using Department and Contracts Administrator and issued by the Purchasing Director.
7. The Purchasing and Contracts Division will open the bids.
8. Bids are evaluated and a recommendation for award is made by the Using Department and outside Consultant/Designer as applicable, and submitted to the Contracts Team.
9. The Contracts Team shall prepare the agenda item for the award recommendation and route it through the applicable approval process.
10. User Department issues requisition to the Purchasing and Contracts Division.
11. After the PO prints, the Contracts Team keeps the receiving copy for payment processing.
12. The Contracts Team schedules a Pre-Construction Conference. This is conducted by the County Representative or an outside Consultant/Designer, with assistance from User Department as applicable. Minutes of the conference are prepared and distributed by the County Representative or Consultant/Designer.
13. The Contracts Team obtains the Bonds and Insurance Certificates from the Contractor and submits them to Legal Department for review and approval.
14. The Purchasing Director issues the Notice of Award.

15. The Contractor's activity during construction is monitored and controlled by Field Inspector(s) and/or outside Consultant/Designer (if included in task assignment). Field inspection reports shall be provided to the Contracts Team for inclusion in the master file.
16. The Contractor shall prepare invoices in concurrence with Field Inspector(s) and/or outside project Consultant/Designer.
17. Monthly invoices will be reviewed and approved by the User Department and the Contracts Team.
18. The Contracts Team will submit payment requests to Finance after data has been verified and added to the central database.
19. Changes to the original contract will be initiated by the User Department with assistance from the Field Inspector or outside project Consultant/Designer as applicable.
20. The Contractor shall prepare the price proposal for the required Change Order.
21. The Contracts Team shall review the Change Order Proposal for conformance to contract terms and budgetary constraints.
22. The change order shall be approved in accordance with applicable signature authority levels: Purchasing Director, County Manager or County Council. If Council approval is required, the Contracts Team shall prepare the Council Agenda Item.
23. After approval of the agenda item, the Contracts Team shall prepare and issue the Change Order.
24. The Certificate of Substantial Completion will be submitted by the County Representative and/or outside Consultant/Designer as applicable, with concurrence of the User Department.
25. The Certificate of Final Completion of the project and final payment will be submitted by the County Representative and/or outside Consultant/Designer as applicable, with concurrence of the User Department.
26. The final payment shall be reviewed and approved by the User Department and the Contracts Team
27. The Contracts Team will submit final payment requests to Finance after data has been added to the central database.
28. Finance shall close out the Purchase Order upon receipt of Final Invoice.
29. Warranty Inspection shall be completed by Public Works Service Center and Building Department.
30. Upon notification of successful inspection, the Contracts Team shall notify the Bonding Company of contract completion.

REQUESTS FOR REPAIRS AND MAINTENANCE

Simple repairs and routine maintenance may be requested through the Purchasing and Contracts Division directly and processed as a commodity purchase; however, major projects may require coordination with other agencies within the County (such as Facilities Management Services). Each request for repair and/or maintenance services will be reviewed on a case-by-case basis and the appropriate purchasing method determined by the Purchasing Director.

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REQUESTS FOR PROPOSALS

A user agency may require other consulting or specialized services, which are not governed by Florida Statute 287.055. However, the Purchasing Director may elect to use the same process as above to obtain these services. Each request is reviewed on a case-by-case basis and the Purchasing Director will determine the appropriate purchase method. The Request for Proposal (RFP) method is similar to the above RSQ method; however, in the RFP method, price and other criteria are included in the RFP document and evaluation process.

PROCUREMENT COMMITTEES

1. Definitions

A "Selection Committee" is defined as any committee that has been delegated decision-making functions, directly or indirectly, by the County Council. A selection committee ranks and/or short-lists respondents to an Invitation or Request for Proposals (RFP) or Request for Statements of Qualifications (RSQ) based upon the information submitted in response to the solicitation. This definition includes all selections under Chapter 287.055 Florida Statutes (FS) as amended. All selection committee meetings are open public meetings as defined in Chapter 286 FS.

An "Evaluation Committee" is defined as a committee that is responsible for advising and informing the final decision maker, the County Manager or County Council, through fact-finding consultations. The evaluation committee meets to evaluate proposals or offers submitted in response to an Invitation for conformance with defined evaluation criteria. The outcome of an evaluation committee is whether responses meet the evaluation criteria and which response (offer) is best for the County. An evaluation committee meeting does not generally fall within the requirements of an open public meeting.

A "Technical Review Committee" is defined as any committee appointed by the Purchasing Director to establish and/or review specifications or scope of work for any procurement project. A technical review committee does not generally fall within the requirements of an open public meeting.

2. Public Meeting Notice

Reasonable public notice shall be given before any selection committee meeting. Such notice shall include: (1) name and/or purpose of selection committee, (2) time and place of meeting, and (3) ADA requirements notification information. All Public Meeting notices shall be posted on the Purchasing and Contracts Division Website.

3. Advertisement

The Purchasing Director shall have published a meeting notice for any selection committee meeting at least one day before the meeting date on the Purchasing and Contracts Division Website. The public meeting notice(s) may be included in the Public advertisement announcing the procurement.

4. Meeting Minutes

The minutes of any open public meeting shall be made available for public review. The original minutes shall be filed with the solicitation package in the Purchasing and Contracts Division.

5. Continued Meetings

If an open public meeting is adjourned and reconvened at a later date to complete the business of the meeting, the second meeting shall also be noticed. This includes any meeting where a presentation is made to the selection committee.

6. Membership

The Director of Purchasing, or designee, shall chair all selection and evaluation committees and shall appoint the committee from staff or other representatives who have knowledge and interest in the procurement project. Suggestions from the affected user shall be given consideration. The Chair of the County Council shall make the decision to appoint a County Council person to any selection committee.

Any person with a conflict of interest shall not be appointed to any procurement evaluation or selection committee, or shall be removed from the committee if the conflict arises after appointment to the committee. A conflict of interest is defined as any circumstance in which the personal interest of a committee member in a matter before him or her in his or her official capacity may prevent or appear to prevent him or her from making an unbiased decision with respect to the matter. A conflict of interest is also any conflict defined in the County of Volusia Code, Florida Statutes, or Federal Statutes.

7. Voting

The vote of each member of the selection committee shall be recorded in the minutes. A member may submit a written ballot to the committee chair if he or she is unable to attend the meeting, provided there are no presentations to be made at the meeting. A selection committee member must be present for all of the presentations to vote. Selection shall be made by consensus if possible. If the Chair of the committee deems consensus impossible, the selection shall take place by totaling individual votes of committee members.

8. Discussion with Respondents

Any discussion before an award by County Council between any member of an evaluation or selection committee and any respondent regarding the procurement project is highly discouraged. All requests for information, clarification, or the status for any procurement project shall be directed to the Purchasing Director or designee.

9. Recommendation for Award

The Purchasing Director shall forward the selection committee's recommendation of ranking to the County Manager or County Council as required.

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REQUESTS FOR REAL ESTATE TRANSACTIONS AND SERVICES

There are several types of real estate transactions and services. Each is handled in a manner governed by State Statutes. If not specifically addressed in this section, the Purchasing Director will advise the appropriate methodology.

Request to Purchase Real Estate
All requests for the purchase of real estate are processed through the County Legal Department.

Requests for Property Appraisals
Appraisals for property NOT considered road right-of-way should begin with the County Property Appraiser.

Appraisals for property considered road right-of-way should begin with Public Works, Right-of-Way.

Requests for Lease Space
Requests for space to be leased for office, storage, warehouse, or any other use shall begin with the Facilities Management Services Division.

The following process shall be utilized to procure Lease or Rental type contracts (of private/commercial property) for use by the County:

1. The User Department shall determine that there is a requirement to lease private/commercial space.
2. The County Manager and/or County Council (upon request submitted by the User Department) shall approve/deny request. The County Manager is authorized to approve a one-year lease if within the appropriate signature level. County Council must approve multiple year leases.
3. The User Department and Purchasing Director shall locate potentially adequate private/commercial facilities.
4. The Director of Purchasing, or designee, shall negotiate lease/rental amount, services, facilities, etc.
5. The Contract Administrator shall prepare the lease/rental contract and submit it to the Legal Department for review as to adequacy of form.
6. The Contract Administrator shall prepare the Council Agenda Item for approval of lease and commitment of funds.
7. The Contract Administrator shall distribute the executed contract documents.
8. The User Department shall submit the Purchase Order Requisition for the periodic lease/rent payments.
9. The Contracts Team and the User Department shall monitor the lease during its term for notices, renewals and/or termination.

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TECHNOLOGY PURCHASES

Requests for certain technological purchases are governed by other agencies within the County and may be affected by Standardization policies. These include, but are not limited to, requests to purchase telephone equipment and/or services; computer equipment and/or services; software; communication equipment and/or services; and other technological equipment and/or services. (See *Interaction with Other County Departments/Divisions /Activities on page 51*.) Each request for technological commodities and services will be reviewed on a case-by-case basis by Information Technology staff and the Purchasing Director to determine the appropriate purchasing process.

A Department/Division/Activity may request the purchase of "new" technological equipment and/or services not already governed or standardized by existing policies. Each request shall be reviewed on a case-by-case basis by Information Technology and the Purchasing Director to determine the appropriate purchasing process for each.

Elected Department Heads shall be exempt from the above requirements.

TRANSPORTATION EQUIPMENT - ANY TYPE

Requests for any type transportation equipment - automobiles, trucks, fire trucks, buses, heavy construction type equipment, etc. - shall be coordinated through the Fleet Management and Purchasing and Contracts Divisions. Transportation equipment is purchased by many methods including purchase at public auction, sealed bids, and various term contracts. Requests for transportation equipment should be received by September 1 to facilitate planning for the upcoming fiscal year including auction schedules, vehicle production schedules, and bid schedules. Procurement of some transportation equipment requires a long lead-time with deliveries ranging from six (6) months to more than two (2) years. Adequate planning and early requests are essential to minimize delays when procuring transportation equipment.

PRICE AGREEMENTS

A **Price Agreement** is an indefinite quantity agreement. It is a tool to facilitate purchases when the exact quantity of a required commodity or service is unknown or may vary depending upon the using agency's requirements. It may also be called a Price Schedule Contract, Requirements Contract, or Term Contract.

A Price Agreement requires either competition or award according to another political entity's contract, Florida State Contract, SNAPS, GSA, PRIDE, RESPECT, etc., or acceptable written justification as a sole/single source.

If usage is anticipated to exceed **$3,000** but less than $25,000 in a twelve-month period, at least three (3) written quotes must be obtained.

If usage is anticipated to exceed **$25,000** in a twelve month period, formal competition (Invitation to Bid or Request For Proposals (RFP) must be used to select the vendor, unless the award is made from another political entity's contract, or justified as a sole/single source.

A Price Agreement shall be awarded by the Purchasing Director, County Manager or County Council, in accordance with the Purchasing Ordinance signature/authority award levels, and is normally issued for Countywide use. An agency specific Price Agreement may be issued under certain circumstances.

A Price Agreement is limited to a term of three years with two one-year renewal options.

It is the using agency's responsibility to ensure that the Price Agreement is still valid prior to placing an order with the vendor.

The agency buying the commodity or service is responsible for verifying the invoice price against the Price Agreement. If there is a difference between the invoice and the Price Agreement, the using agency shall contact the vendor to resolve the difference. If the problem is not resolved, the using agency shall contact the appropriate Purchasing and Contracts Division staff member responsible for the Price Agreement for assistance in resolving the problem.

The appropriate Purchasing and Contracts Division staff member responsible for the Price Agreement will contact the using agency at least five or six months prior to the expiration date to determine if there is a need to renew or extend the price agreement.

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PURCHASING AND CONTRACTS DIVISION ENN SITE

All current Countywide Price Agreement (PA) documents are available on the Purchasing and Contracts Division ENN Site.

The different requirements for a Price Agreement for (1) a Commodity or (2) Service are as follows:

1. Commodity Price Agreement

Commodity means any supply, goods, merchandise, equipment and other personal property that can be counted.

A Commodity Price Agreement requires a written proposal from the vendor listing:

(a) Either firm fixed unit price including delivery, or
(b) A fixed discount from list or catalog price [if any], and
(c) Agreement period - start date and length of agreement
or
(d) If based upon an award by another political entity, complete written backup that provides the above information, (a-c), and a copy of the original solicitation, tabulation, award documentation and successful proposer's response.

2. Service Price Agreement

Service means the furnishing of labor, time, or effort by a contractor. This includes all construction, remodeling, and repair services. Service also includes technical, and/or unique functions performed by independent contractors whose business is the rendering of such services. This includes, but is not limited to: accountants, actors, appraisers, artists, attorneys, auditors, computer repair, consultants (all types), courier services, designers, instructors, janitorial & cleaning services, laundry services, landscapers, medical services, painters, performers, pest control, planners, repair services, security services, surveyors, researchers, temporary personnel services, and trainers.

A written award letter signed by the vendor and the Purchasing Director is required for any Price Agreement for services, except for a Price Agreement awarded in accordance with Florida State Contract or SNAPS. A Price Agreement for service must have documentation of current, valid, occupational license and current appropriate (per Risk Management) insurance coverage [ACORD form preferred] attached with the documentation.

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A Service Price Agreement requires a written proposal from the vendor listing:

(a) A firm fixed per task or per project cost (per hour rates will generally not be accepted) with clear identification of what the final result will be for the County;
(b) Agreement period - start date and length of agreement and;
(c) If based upon an award by another political entity; complete written backup that provides the above information, (a-b), and a copy of the original solicitation, tabulation, award documentation and successful proposer's response.

After review by the Purchasing and Contracts Division, a request for a Price Agreement may be returned to the user agency with the recommendation to use a more appropriate purchasing method such as a regular Purchase Order, Delegated Purchase Order, Procurement Card, or Direct Payment Voucher.

The following 7 Easy Steps to a Price Agreement and worksheet checklist will help the using agency to prepare a request for a Price Agreement.

7 EASY STEPS TO A PRICE AGREEMENT

1. Identify the requirements. What commodity or service is needed? How much will be needed in a year's time [either dollar amount or quantity]? What are the quality standards for the commodity or service? Where will the commodity be delivered or the service performed? When does the commodity have to be delivered or the service performed after the vendor is notified? Are there any special requirements?

2. Is the commodity or service available on a Florida State, SNAPS, PRIDE, RESPECT, GSA, or other political entity's awarded contract? [If YES, go to Step #6]. Does the using agency have a complete copy of the awarded contract? If not, contact the Purchasing and Contracts Division and provide us with the information and the appropriate documentation will be obtained. [See NOTE "A" on Documentation Requirements]. A Price Agreement cannot be awarded on of an expired contract.

3. What is the estimated annual cost?
   a. Unknown? Go to Step #5
   b. Is it over $25,000 per year? If YES go to Step #5
   c. Is it less than $25,000 but more than $3,000 per year? If YES go to Step #4 or #5
   d. Is it less than $3,000 per year? If YES call the Purchasing and Contracts Division before continuing.

4. If less than $25,000 but more than $3,000 per year, obtain at least 3 written quotes from suppliers that can furnish the commodity or service. Each supplier must quote on exactly the same specifications. If the using agency wants a Price Agreement for a service, there are additional documentation requirements, see NOTE "B" on Documentation Requirements. After obtaining at least 3 written quotes for the exact same specifications, proceed with Step #6.

5. Bring the requirements [Step 1] to the Purchasing and Contracts Division, and the appropriate procurement method will be utilized to get competitive offers on the commodity or service. This

may require using the bid or RFP process so please allow for processing time. Once the offers have been received, the using agency will be invited to participate in the selection/evaluation process.

6. Prepare a request for a Price Agreement; it may be a completed requisition or a written memo (e-mail is not acceptable).

- If quotes are obtained (Step 4), attach the ORIGINAL quotes with the request.
- To use a contract awarded by another political entity (Step 2), attach the complete documentation with the request. [See Documentation Requirements]
- If the Purchasing and Contracts Division obtained the quotes (Step 5), the Purchasing and Contracts Division will maintain the documentation.

7. The Purchasing Director shall review the request and documentation for the Price Agreement and prepare the necessary paperwork for award recommendation to the County Manager or Council, in accordance with the signature authority levels as noted in this policies and procedures manual. Upon approval of the award recommendation, the Price Agreement shall be uploaded into the system for utilization by County agencies.

NOTE A: Documentation Requirements:

The following documentation is the minimum requirements to use another political entity's awarded contract. Please provide the required information to the Purchasing and Contracts Division or contact the appropriate staff member for assistance.

Florida State Contracts & SNAPS Contracts: Please provide the current Florida State or SNAPS Contract Number. If the contract has fixed unit prices, no additional information is needed. If the contract is a percent discount from list, a copy of the original manufacturer's list price is also required. This will usually be in the form of a published price list. If requesting only to utilize some of the items on the contract, only the pages with those prices are required.

GSA Contracts: Please provide the following items:

(a) The face page of the Federal General Services Administration (GSA) contract showing the contract name, number, and contract term;
(b) The ordering information page(s); and
(c) The page(s) with the pricing.

If the contract is a percent discount from list, please include a copy of the original manufacturer's list price. This will usually be in the form of a published price list. If requesting to utilize only a portion of the items on the contract, attach only the pages with those prices are required.

PRIDE and RESPECT have published unit prices. These documents are maintained in the Purchasing and Contracts Division.

Contracts from other Political Entities: The Purchasing and Contracts Division needs the following items:

(a) A complete copy of the original solicitation,
(b) A tabulation of all solicitation responses,

(c) A copy of the award letter/memo/agenda item by the political entity to the vendor, and
(d) A complete copy of vendor's proposal.

NOTE B: Documentation requirements for a contract for Service:

In addition to the above documentation requirements, the following are the minimum requirements for any contract for service. The Purchasing and Contracts Division will advise if there are additional requirements due to the type of service to be provided.

Contract: Two (2) copies of the Purchasing and Contracts Division's standard contract for Services with a complete Scope of Work. An authorized agent of the vendor must sign both copies of the contract.

Volusia County Occupational License: If the vendor is located in Volusia County, a copy of the current Volusia County occupational license is required.

Insurance: Copies of proof of liability insurance. The ACORD Insurance Form is preferred. Minimum amount $300,000, but a higher limit may be required depending upon the nature of the work.

PRICE AGREEMENT ORDERING PROCEDURES

When placing a telephone or Internet order against a price agreement, please provide the following minimum information to the vendor:

- Name of Agency (Volusia County Road & Bridge, Volusia County Sheriff's Office, etc.);
- Agency's name and telephone number so the vendor can call if there are any problems;
- Shipping address - where the materials are to be shipped or the service provided?
- Billing Address - where should the vendor send the bill?
- Price Agreement number;
- Departmental control / tracking / project number (if using one)
- When are the materials or services needed?

Place the order - tell the vendor exactly the item(s) or service(s) needed. Make sure that each item or service is specifically included in the price agreement.

When picking up materials from the vendor, or having services provided at the vendor's site, provide the following minimum information to the vendor:

Name of Agency (Volusia County Road & Bridge, Volusia County Sheriff's Office, etc.);
A name and telephone number so the vendor can call if there are any problems. The vendor has the legitimate right and obligation to require County identification before filling the order.
Billing Address - where should the vendor send the bill? Bring the invoice when the order is picked up or service is provided.
Price Agreement number;

Departmental control / tracking / project number (if using)
Place the order - tell the vendor exactly the item(s) or service(s) needed. Make sure that each item or service is specifically included in the price agreement.

PRICE AGREEMENT PAYMENT PROCEDURES

After receipt, inspection, and acceptance of the commodity or service, and receipt of the vendor's invoice:

- Verify that the invoice price(s) exactly match the price agreement price(s). If the Price Agreement lists a discount, ensure that the original price and the discounted price are clearly written on the invoice.

- If there is a difference between the invoice and the Price Agreement, contact the vendor to resolve the difference and request a new revised invoice. If the problem is not resolved, contact the Purchasing and Contracts Division staff member responsible for the Price Agreement to request assistance in resolving the problem.

- Make a photocopy of the Price Agreement receiving copy;

- Write the appropriate account number(s) in the designated space(s) on the receiving copy and the corresponding cost(s);

- Sign the receiving copy;

- Make a photocopy of the receiving copy and the vendor's invoice(s) for the Agency's records;

- Send the signed receiving copy with the ORIGINAL vendor invoice(s) to Accounts Payable.

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PRICE AGREEMENT WORKSHEET CHECKLIST

All blocks must be checked in Section 1 and section A or B, and the documentation attached prior to the award and issuance of a Price Agreement.

Section 1

□ Proof of Competition (Quotes, Bids attached)

or

□ Award by another political entity (State Contract, SNAPS, GSA, etc.) (Documentation attached).

or,

□ Written justification for sole / single source.

A. Commodity Price Agreement

□ Written Proposal

or

□ *Award documentation from other political entity.*

□ Unit Cost

□ Agreement Period: From: _____ to _____

□ IRS W-9 Form (if new vendor)

B. Service Price Agreement

□ Written Proposal

or

□ *Award documentation from other political entity*

□ Task / Project Cost

□ Agreement Period: From: _____ to _____

□ Occupational License - copy attached

□ 2 copies of Services Contract signed by vendor.

□ Insurance proof attached □ Accord Form □ Other Form

□ IRS W-9 Form (if new vendor)

Purchasing and Contracts Division Use Only

Vendor Name: _____ PA# _____

Purchasing and Contracts Division Staff Member: _____

File with Price Agreement

LETTER CONTRACTS

Certain transactions, such as charitable contributions and payments for contractual services to other governmental or quasi-governmental agencies, require only the encumbrance of funds and a mechanism to process and track payments.

This type of transaction is processed using a system called "Letter Contracts," instead of issuing a purchase order. The Letter Contract can only be used when there is no competition, **and** the vendor/provider is a not-for-profit organization, or a governmental organization. The Letter Contract **cannot** be used to contract with any for-profit business entity, person, or other organization.

The Letter Contract will be typed/printed by the using agency on their letterhead to the vendor/provider stating the terms and the amount of the award or contract (see format attached / a Word format is available from the Purchasing and Contracts Division). It is very important that the vendor/provider's name and address be checked and verified since this will be the payment address. Approval requirements are in accordance with the signature authority limits within this manual ($10,000 - $25,000 requires County Manager approval, over $25,000 requires County Council approval). A copy of all Council approved agenda items must be submitted with the Letter Contract. Any pertinent contract documents must also be attached with the Letter Contract when submitted to the Purchasing and Contracts Division. Each Letter Contract will be signed by the Department Head prior to submission to the Purchasing and Contracts Division. It will be countersigned by the Director of Purchasing or his designee when approved.

For each Letter Contract, a Purchasing and Contracts staff member will enter a transaction into the financial system (LGFS), encumber the funds, and assign a contract number. This transaction will use the prefix **"K"**, followed by two letters indicating the using agency, plus the fiscal year and a sequential numbering system, e.g., KCS9900X (Letter contract #X by Community Services in FY99). The transaction must be accepted by the financial system prior to any further action. The original, signed, Letter Contract will be returned to the originating Department/Division for mailing to the vendor/provider after it has been accepted by the system. Letter Contracts cannot cross fiscal years and must be closed out by the end of the fiscal year. Please allow a minimum of one week to process the Letter Contract.

A copy of the Letter Contract will be maintained in the Purchasing and Contracts Division and the original will be returned to the user to be mailed to the vendor/provider with any accompanying documentation or instructions. The requesting Department/Division will maintain a file for each Letter Contract, which shall include all documentation and a copy of all requests for payment. This file shall be maintained for not less than three (3) years after the close of the contract.

To make payment, the user shall submit the invoice or request for payment to Accounts Payable. The contract number and the signature by the authorized County employee shall be clearly indicated on the invoice or request for payment. All requests for payments against Letter Contracts shall be batched separately and not bundled with "regular" purchase order payments. Payments will be processed in the standard time periods. Rush or expedited payments will not be processed for Letter Contracts.

If there are any questions about which transactions might fall into this category, call the Purchasing and Contracts Division **before** beginning to process any paperwork.

Since most of the transactions to be processed using Letter Contracts are contracts, there should be very few requests for change orders. If a change to a Letter Contract is required, please submit a memo to the Purchasing Director with a detailed explanation of what is to be changed, why it is being changed, and all appropriate backup information. The Purchasing and Contracts Division will issue a standard change order form for any approved changes.

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EMERGENCY PURCHASING

An emergency is any condition that may affect the health, safety, and welfare of the citizens of Volusia County. It may also be a condition that stops or seriously impairs the necessary function of County government.

If during a normal business day, a Department/Division/Activity Director determines that an emergency exists and a purchase is required, the Director shall telephone the Purchasing and Contracts Division to request an emergency purchase order. A complete description of the emergency and justification for the purchase is required. The emergency must be valid and not just a result of poor planning. If the emergency is anticipated to cost less than $10,000, and the Purchasing Director determines the emergency is valid, he/she will issue a verbal purchase authorization. If the emergency is anticipated to exceed $10,000, the Purchasing Director shall review the documentation and obtain approval from the County Manager. The Department/Division/Activity may make the purchase and submit a completed requisition form to the Purchasing and Contracts Division no later than the next business day after the emergency. The completed and signed requisition form must be accompanied by a written description and explanation of the emergency and circumstances. If the requisition is greater than $25,000, the Department/Division/Activity must prepare an agenda item for Council certifying that the conditions and circumstances required emergency procurement procedures.

If emergency purchases are required at times when the Purchasing and Contracts Division is closed, the Department / Division / Activity Director may make the purchase at his/her discretion and shall contact the Purchasing and Contracts Division the **next business day to obtain an emergency purchase authorization**. This type emergency purchase is subject to all requirements stated above and processed in the same manner. Approvals are obtained as required by the dollar value of the purchase.

Emergency Purchase Orders are assigned special numbers to designate the specific emergency, and to facilitate tracking as may be required for various agencies such as Federal Emergency Management Agency (FEMA). The Purchasing Director may designate during major emergencies (such as storms or hurricanes) one or more Purchasing and Contracts Division staff members to be on call twenty-four hours a day. These designated agents will be registered with the Emergency Operations Center and part of the Emergency Management Team. Each designated agent is authorized to work within designated emergency purchasing guidelines to assist with any needs.

Abuse of emergency purchase procedures may result in disciplinary action.

Emergency Purchasing

An Emergency Condition:

- affects Health, Safety, Welfare of Citizens, or
- stops or seriously impairs a necessary function of County Government
- AND delay will have detrimental effects.

Emergency Purchasing Procedures

During Normal Workday

- determine emergency situation
- determine required solution
- call the Purchasing and Contracts Division
- explain situation
- get authorization / PO number
- solve problem
- submit complete written report & requisition same or next business day, and prepare Agenda Report Item for next scheduled County Council meeting if over $25,000.

Emergency Purchasing Procedures
OUTSIDE Normal Workday

- determine emergency situation
- determine required solution
- solve problem
- submit complete written report & requisition next business day, and prepare Agenda Report Item for next scheduled County Council if over $25,000.

Emergency Purchasing Procedures
ALL Situations

- submit complete written report & requisition same or next business day.
- If greater than$10, 000 but less than $25,000 also need County Manager approval.
- If greater than $25,000 User Department must write Agenda Item for next scheduled County Council meeting.

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SOLE / SINGLE SOURCE

The term "**sole source**" means that the commodity can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does **not** justify a sole source purchase if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does **not** constitute a sole source.

The term "**single source**" means that a commodity can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials) there is only one economically feasible source for the purchase.

Purchases of goods and/or services from a sole/single source may be exempted from the quoting or bidding requirements upon written submittal to the Purchasing Director stating the purpose, need, and justification that this product or service is the only one that will produce the desired results. A letter or statement from a dealer, distributor or manufacturer will not be sufficient.

The justification shall answer the following questions:

- What is the purpose and need of this product or service?
- What functional or performance specifications does this product or service have that others do not have?
- Why was this product or service selected over all other products or services?
- What other vendors' products or services have been evaluated?
- Specifically why doesn't each of the other products or services meet the functional or performance requirements listed in question 1 above?

If the Purchasing Director concurs with the justification, the Purchasing Director must certify for the public record that the sole/single vendor is the only vendor who can supply the needed product or service. [Volusia County Code Section 2-276 (a)(6)]

If the total amount of the proposed purchase is greater than $25,000.00, an agenda item must be prepared for the County Council to award the contract.

Most public utilities are sole sources.

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REQUESTS FOR CHANGES

In the course of business, it may be necessary to make changes to a Contract or Purchase Order. This is accomplished by a Change Order. A user may request a Change Order to any issued Purchase Order for review by the Purchasing and Contracts Division. Change Order procedures shall not be used to avoid ANY standard purchasing procedure.

The requesting agency must submit a written request for any Change Order for any reason other than freight. It must clearly and concisely define what is to be changed, and why the change is being requested. The request must list the correct vendor name as it is printed on the Purchase Order, and the Purchase Order number. If there is any change in price, the appropriate account number(s) with the corresponding change in amount must also be listed.

Depending upon the total value of the original Purchase Order and the amount of the change requested, a Change Request may also require County Manager or County Council approval. The Purchasing Director is authorized to approve a Change Order of 10% of the total contract value or $10,000, whichever is less cumulatively; the County Manager is authorized to approve a change order of $25,000 or less; and County Council must approve all Change Orders over $25,000.

FREIGHT: If the original Purchase Order did not include freight either as part of the specifications or as a separate line item, a Change Order to add freight charges must be requested from the Purchasing and Contracts Division before sending the invoice to Accounting.

If the original Purchase Order included freight as a separate line item, and the total freight charge is less than $50.00, it may be processed by Accounting without the approval of the Purchasing and Contracts Division. Change Orders to add freight charges over $50.00 must be submitted to the Purchasing and Contracts Division for approval and processing.

UNSOLICITED OFFERS

An unsolicited offer is any offer other than one submitted in response to an invitation. To be considered for evaluation an unsolicited offer:

(1) MUST be in writing, and

(2) MUST be sufficiently detailed to allow a judgment to be made concerning the potential utility of the offer to the County, and

(3) MUST be unique or innovative to County use, and

(4) MUST demonstrate that the proprietary character of the offering warrants consideration of the use of sole/single source procurement, and

(5) MAY be subject to testing under terms and conditions specified by the County.

Any unsolicited offer meeting the above criteria shall be evaluated to determine the utility to the County and whether it would be in the County's best interests to enter into a contract based upon such offer. If an award is made on the basis of such offer, the procedures for Sole/Single Source contracts shall apply. The Purchasing Director has the final authority with respect to evaluation, acceptance, and rejection of any unsolicited offers.

GRANTS

Expenditures from funds other than general fund tax dollars may require special processing because of specific legal terms and conditions placed by the funding agency. If supplies, equipment, materials, construction, or services are to be purchased with grant funds, the Purchasing and Contracts Division shall be included during the initial preparation of the grant application and during the term of the grant. Grants often have certain purchasing requirements that are different from the County's. Purchases made with Federal funds such as from the Federal Aviation Agency (FAA) and from the Federal Transportation Authority (FTA) require special purchasing procedures. Purchases made from confiscated funds require certain prior approvals before purchases can be made. It is the responsibility of the requesting agency to identify and to transmit to the Purchasing and Contracts Division any special purchasing requirements or provisions, and it is the responsibility of the Purchasing and Contracts Division to ensure that those special purchasing requirements are followed.

Unless otherwise specified in the grant, all grant purchases shall follow the County's Purchasing Ordinance, Policies and Procedures.

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RESEARCH AND DEVELOPMENT, TRIALS AND DEMONSTRATIONS

Research and Development

Sometimes requirements are not readily definable. A user may know what needs to be done, but not how to get it done, or there may be more than one method or product that can do the job. In order to more closely define what is needed, they may want to "test" several products or services to determine which best suit their need. This is called Research and Development (R & D). The Purchasing Director may waive some purchasing requirements for an approved R & D project. Complete documentation with requirements and anticipated/expected results is required, and each project is determined on a case-by-case basis.

Trials & Evaluations

If interested in evaluating a certain product or service, request a "trial purchase" whereby a single item or limited quantity is usually purchased to try out for a short time. All purchasing requirements still apply; however, the Purchasing Director may waive some purchasing requirements for an approved trial project. Each project is determined on a case-by-case basis.

NOTE: A purchase order is required before any evaluation items or services are ordered. Any product or service ordered for evaluation or trial without a purchase order will be considered an unauthorized purchase. (See **Unauthorized Purchases**).

After an R & D or trial project is approved, the Department/Division/Activity is responsible for maintaining and submitting to the Purchasing Director objective project reports and results to help in any future purchasing decisions.

Demonstrations

To ensure that both the Vendor's and the County employee's time is used wisely, and to prevent the appearance of impropriety, Vendors and Departments/Divisions/Activities are encouraged to coordinate all demonstrations of products and services through the Purchasing and Contracts Division. If interested in a demonstration for a specific product or service, please contact the assigned Purchasing and Contracts staff member who will help arrange the demonstration.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

The County of Volusia's Disadvantaged Business Enterprise (DBE) Program is administered by the Department of Economic Development. The program is designed to assure disadvantaged, minority, and women-owned businesses (DBE's) equal access to providing goods and services to the County. The Volusia County Council set a goal that 10% of the aggregate of the County's annual expenditures for goods and services are purchased from these type businesses. Departments / Divisions / Activities may contact the Department of Economic Development to answer questions on how the program may affect their specific project or purchase.

To ensure a quality bidders pool, the County institutes and sponsors many outreach educational programs that explain the various aspects and responsibilities of the County's purchasing process. All potential DBE bidders are encouraged to actively participate in the bidding process and are continually notified of projects in which they may be interested. The County joins with and cosponsors DBE outreach programs with other government entities and professional organizations. The County's policy of reciprocity with other Florida governmental entities has helped increase the County's DBE bidder/vendor pool.

Because most Federally funded projects mandate DBE participation, the Purchasing and Contracts Division closely works with the Department of Economic Development and the using agency to assure program compliance.

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COOPERATIVE PURCHASING

It is standard policy of the Purchasing and Contracts Division to cooperate with other government agencies in the purchase of goods and services required by the County.

The most common form of cooperative purchasing is purchasing from contracts issued by the State of Florida for specific commodities. A list of commodities available for purchase through a State Contract is issued quarterly by the State. These contracts are listed on the following website: http://www.myflorida.com.

When any other government agency has competitively bid and awarded any contract for any product or service, Volusia County may purchase that product or service from the awarded vendor at the awarded price if the original bid specifications and award allow it. This is generally known as "piggybacking." It is the responsibility of any Department / Division / Activity to transmit this type information to the Purchasing and Contracts Division when requesting a piggyback purchase. The Purchasing Director has the authority to deny the piggyback purchase if a direct purchase by Volusia County would be more beneficial.

The Purchasing and Contracts Division may bid and award the purchase of any product or service with the stipulation that any other government agency may also purchase the awarded product or service at the same awarded price.

It may prove advantageous for the County and other government agencies to explore the possibility of combining their respective requirements for certain commodities and issuing a joint cooperative bid/RFP. Please contact the Purchasing and Contracts Division with any ideas for such cooperative purchasing. The Purchasing and Contracts Division will coordinate with other government agencies to explore if cooperative purchasing is an alternative.

Utilization of another government agency's solicitation falls under the same signature authorization levels as noted in this procedure manual.

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RECEIVING, INSPECTION AND TESTING

Receiving and Inspection

It shall be the responsibility of each agency to have an individual, immediately upon receipt of a product or service, to inspect that product or service to ensure that it meets the specifications as set forth in the purchase order. The person should inspect for proper quantities, proper quality, no damage and prompt delivery. The receiving person should have available a copy of the purchase order for verification purposes. Any deviations should be immediately documented and sent to the supplier and to the Purchasing and Contracts Division.

Signing a delivery slip does not necessarily constitute acceptance of an order. Any problems with an order should be documented and reported to the Purchasing and Contracts Division as soon as possible. The Purchasing and Contracts Division will contact the vendor to resolve any issues. Time is of the essence when dealing with problems on an order. Failure to timely advise the vendor and/or freight carrier may limit remedies. Also if an item is delivered damaged, the receiving agency has the responsibility to protect it and all packing materials from any further damage, and to make it available to the vendor and/or carrier for inspection.

Testing

Any using agency or the Purchasing Director may request any testing necessary of samples submitted with bids and/or samples of deliveries to determine their quality and conformance with specifications. This testing may be conducted by the laboratory facilities of any agency of the County or of any outside laboratory. Sometimes where testing regularly is required (such as asphalt), the Purchasing Director may request the services of an outside testing firm be placed under contract to conduct the testing.

FREIGHT/SHIPPING AND HANDLING ISSUES

Transportation of a product to the required delivery site is an additional expense to be considered. When obtaining quotes, using agencies should request the price be quoted including delivery, or delivery costs should be quoted as a separate line item. When the Purchasing and Contracts Division requests bids, it always includes delivery in the bid price.

Transportation is usually described as "F.O.B.: Destination," or "F.O.B.: Shipping Point". These are legal definitions and define when title, or ownership, passes from the seller to the buyer, who is responsible for any loss and who generally pays the freight and transportation costs.

F.O.B. : Shipping Point (Origin): Title/ownership passes to the buyer (the County) when the goods leave the seller's dock and the County pays all transportation costs. If anything happens to the goods in transit, the County must still pay the seller and must file claims and settle with the transportation company for damages. If this method is chosen, the Invitation to Bid must specify the transportation carrier and the terms and conditions. This method is very disadvantageous to the County and can be very expensive to administer.

F.O.B. : Destination: Title/ownership passes to the buyer (the County) when the goods are accepted by the County and the seller normally pays all transportation costs. If anything happens to the goods in transit, the County does not have to pay the seller and the seller must file any claims and settle with the transportation company for damages. This is the best method for the County.

F.O.B.: Destination, Prepaid and Add: Under this arrangement, the seller will pay all delivery charges but will pass those costs along to the buyer (the County). However, title will not pass to the County until it has accepted the goods.

F.O.B.: Destination, Estimated, Prepaid and Add: This arrangement is that the seller will quote only an estimated cost of delivery and will pass along the actual cost to the County upon invoicing.

When the County chooses to pay freight charges, the appropriate terminology will be printed on the Purchase Order document with an additional request that the actual shipping document with pricing be included with the invoicing document. This is a method of protecting the County from paying quoted or estimated freight charges that are not actual. There have been instances where freight charges were quoted and invoiced at a certain amount (such as $50.00) and the actual charge was much less (such as $17.00). Staff responsible for processing invoices should be aware of these arrangements and carefully check delivery charges before authorizing their payment. (See also Request for Changes, page 44).

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INQUIRIES AND STATUS REQUESTS

The Purchasing and Contracts Division receives a large volume and variety of purchase requests daily. These requests are prioritized by the information supplied, such as when delivery is required, and by the dollar amount dictating how a purchase shall be made. Contact the appropriate Purchasing and Contracts Division staff member with inquiries concerning the status of a purchase.

INTERACTION WITH OTHER COUNTY DEPARTMENTS / DIVISIONS / ACTIVITIES

The Purchasing and Contracts Division is a service agency; therefore, interaction with all County Departments / Divisions / Activities is a necessity. However, there are Departments / Divisions / Activities within the County who may also have input into what and how to purchase.

Office Of Management And Budget (OMB)

No purchase can be made unless funding is available. It is the responsibility of the requesting agency to ensure sufficient and proper funding is available prior to submitting a request to the Purchasing and Contracts Division. If a purchase request is received and the attempt to process it fails because of lack of funds or an improper account number it will be returned to the requesting agency to coordinate with OMB. Once OMB has assured funding, the purchasing request can be returned to the Purchasing and Contracts Division for processing.

Fixed Assets

Finance/Accounting is charged with inventorying all capital equipment and capital improvement purchases and the proper accounting for each. A Fixed Asset is defined as any item with a unit value of $750.00 or greater and a useful life of one (1) year or more. A Fixed Asset/Property Acquisition/Disposition Form must be completed and submitted to Finance/Accounting within three (3) days of receipt of the asset. When an item is surplus, the Disposition form must be completed and forwarded to Fixed Assets.

Others

Because of standardization, specific legal or procedural requirements there are Departments/ Divisions/Activities who may regulate what is bought or how it is bought. These type purchases must be processed through and approved by these agencies before the request for purchase is sent to the Purchasing and Contracts Division. Listed below are some examples with the other responsible Departments/Divisions/Activities listed:

- Appraisals (Non Right-Of-Way) - Property Appraiser
- Appraisals (Right-Of-Way) - Public Works (PW) / Engineering / Right-Of-Way
- Building Repair / Remodeling / Maintenance - Facilities Management
- Copiers – Facilities Management Services
- Computer Equipment and Software - Information Technology
- Construction - PW/Engineering and the Purchasing and Contracts Division
- Insurance - Risk Management
- Legal Services - County Attorney
- Real Estate - County Attorney’s Office

- Space (office, storage, etc.) - Facilities Management Services
- Telephone Equipment and Services - Information Technology
- Two-Way Communications Equipment (Radios) Communications
- Vehicles and Heavy Equipment – Fleet Management
- Copying – Facilities Management Services

Agencies such as Fire Services and Utilities have interagency standardization policies. Each request for purchase should be coordinated with the Director of the appropriate Department. If a Department/Division/Activity requests a nonstandard purchase, it must be coordinated with the proper Agency. If a Department/Division/Activity wants to standardize specific equipment, the Purchasing and Contracts Division may request a standardization committee be assembled to review the request.

SIGNATURES

The Purchasing and Contracts Division and Accounting maintain a file of current signature lists. These lists contain the name and signature of each representative from each using agency who is authorized to request purchases and authorize payments for goods and services. Authorizations may be limited by dollar value. It is the responsibility of each using Department / Division / Activity to send to the Purchasing and Contracts Division and Accounting revised forms each time there is a change in authorization. Requests for purchases or payments with an unauthorized signature will be returned to the Department/Division/Activity.

Contracts for the purchase of any commodities or services may only be signed by the Purchasing Director, the County Manager, or the Chairman of the County Council, as may be applicable.

ACCOUNTING AND PAYMENTS

It is the responsibility of each using agency to request payment for goods or services received. The Purchasing and Contracts Division cannot independently process payments. Accounting has certain policies and procedures to follow and will furnish those upon request and provide instruction.

There is a State Law (Florida Statute 218.7 Prompt Payment Act) governing payment for goods or services by government agencies. It states that vendors may assess a finance charge of 1% per month for payments not made within thirty (30) days; therefore, it is imperative that all invoices are paid as promptly as possible.

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VENDOR RELATIONS

One of the functions of the Purchasing and Contracts Division is establishing and maintaining relations with firms who request to do business with the County and with firms who regularly do business with the County. Any user that develops a problem with a vendor and cannot satisfactorily resolve that problem should contact the Purchasing and Contracts Division. It is County policy to be fair with all bidders and vendors while still protecting the interests of the County.

Any problem should be documented immediately in writing giving all details such as date, nature of problem, person contacted, conversations between the County and the vendor, etc. This can be done using a "vendor complaint" form that can be obtained from the Purchasing and Contracts Division, or can be done simply by keeping a written log of the issue and passing it along to the Purchasing and Contracts Division. The Purchasing Director has the authority to take action against any vendor, including possible banning from doing business with the County, for a specified length of time or forever. This is a very drastic action and will not be done without proper documentation. Documentation must be very detailed and immediately recorded. A simple complaint such as "last week my uniform delivery was late" is not acceptable.

SURVEYS / TESTIMONIALS / REFERENCES

County employees shall refrain from completing surveys or providing testimonials or any other type of reference for any contractor without prior approval from the County Attorney, County Manager, or Purchasing Director. There may be legal and contractual consequences when these things are completed without prior authorization.

INVENTORY MANAGEMENT

The objectives of the County's inventory management policies include having adequate stock inventory to prevent work delays; the stocking of critical items that have long lead times; inventory (a minimum of 80% that turns over a minimum of twice a year); preventing waste; continuing utilization of supplies; and obtaining a fair return of value upon disposal of supplies. To achieve these objectives, sound inspection, testing, warehousing, and inventory practices are called for, and effective means of transferring and disposing of property must be employed.

REVENUE PROCEDURES

Certain transactions may occur by which the County sells, leases or licenses services, copyrights, or other intangible assets. These revenue transactions follow the same Purchasing guidelines, solicitation requirements and approval levels as the purchase of goods or services. Contact the Purchasing Director for information and instructions since most of these transactions are unique and must be handled on a case-by-case basis.

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SURPLUS PROPERTY AND DISPOSAL

There are two responsibilities within the County's surplus program managed by the Purchasing and Contracts Division:

Obtaining Surplus Property

The Purchasing Director has the authority to obtain property from authorized surplus property programs such as other government agencies or public auction.

Surplus property obtained from Federal and State programs is governed by certain laws, rules and regulations. Policies and procedures for participating in Federal and State programs are a separate issue and may be obtained by contacting the Purchasing Director.

Surplus property obtained from another government agency (i.e., a School District, County, or City) is reviewed and the appropriate process determined by the Purchasing Director on a case-by-case basis.

The County Council has authorized the Purchasing Director to obtain supplies and equipment from public auction. The most common form of equipment obtained from auction is heavy equipment, off-road equipment, maintenance equipment, generators, etc. If a Department/ Division/Activity requires this type equipment and would like to explore the possibility of obtaining it from auction, contact the Purchasing and Contracts Division.

Disposing of Surplus Property

The Purchasing Director is responsible for disposing of any supplies or equipment deemed to be surplus or scrap. Supplies or equipment that is no longer needed by an agency may be redistributed to another County agency, or disposed of by several different options. Surplus property may be sold by sealed bid, traded, or it may be sold at auction depending on the item, its value, and other concerns as determined by the Purchasing Director.

The County routinely disposes of surplus property at a public auction. Surplus items may be listed on the County's ENN "Swap Shop" or by completing the appropriate on-line forms for pickup and sale at the next scheduled auction. Please contact the Purchasing Director in writing with any questions regarding the proper method of disposal. For any item of capital equipment (any item that has a Fixed Assets property number), the Department/Division/Activity must complete and submit a Fixed Assets Acquisition/Disposition Form, which is part of the new system on ENN. This will allow the item to be removed from the Department/Division/Activity Fixed Asset Inventory after its disposal.

Library Special Surplus Procedures

The Director of Library Services shall first offer for sale all old books, magazines, tapes, etc. which the Director determines marketable. All other books, magazines, tapes, etc. determined not to be marketable may be disposed of by donation to charitable and nonprofit organizations, including Library Associations and Friends of the Library groups, or may be discarded if the Library material has become obsolete or has ceased to be useful because of its physical condition or otherwise. All proceeds from the sale or disposition of library materials shall be paid to the County of Volusia and credited to the account of the Library Division. (Adopted by County Council 4/2/81). This section

does not apply to the disposal of any equipment or fixed assets.

Donations to Other Organizations / Agencies (Approved by County Council Nov. 7, 2002)
Except as outlined below, the County does not donate property to other governmental agencies or charitable or non-profit organizations. These organizations are encouraged to bid for the items at the County Auctions.

VOTRAN – The Director of VOTRAN shall submit documentation to the Purchasing Director that all equipment to be declared surplus for the purpose of donation meets the following requirements:

1. All equipment must meet all Federal, State and local usage requirements, i.e. years of service, mileage, etc.
2. The equipment cannot be utilized by any other agency within Volusia County.
3. The fair market value of the equipment is such that the goals of the County will be better served by donation rather than sale.
4. The agency requesting a donation must provide justification of the need for the equipment.
5. The agency requesting a donation must provide 501C-3 non-profit certification paperwork.
6. Priority for the donation of buses will be given to non-profit agencies that currently use or may use VOTRAN Gold (ADA) Service to meet its transportation needs. Non-profit agencies that receive donation of a bus will work with VOTRAN to minimize the use of the Gold Service for transportation.

The Purchasing Director shall review the donation submittal and forward a recommendation to the County Manager for final approval.

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REDUCE, REUSE AND RECYCLE PROCUREMENT POLICY STATEMENT

The County of Volusia is firmly committed to the principles of protecting the environment through sound business practices by *Reducing* the waste stream, *Reusing* materials when feasible and as much material as possible.

Since the County has a large economic impact with the scope and volume of its purchases and in order to stimulate the above efforts, the County shall adopt such policies and procedures as required to effect the greatest application of these principles such as:

A. All procurements shall strongly encourage the use of recycled materials in the products to be purchased by the County. Evaluation and award shall consider the amount and type of recycled materials used in the product, and the County shall award contracts based upon obtaining the best value; price, quality, recycled content and total cost of ownership considered.

B. All procurements shall strongly encourage all organizations doing business with the County to reduce their packaging materials, encourage them to use recycled materials in their packaging, or to reuse their packaging materials. The amount and type of packaging materials and its effect upon the waste streams shall be taken into consideration when making awards.

C. All procurements of energy consuming products shall also take into consideration the amount and types of energy to be used, the potential pollution effects, and alternative energy sources during specification development. The award of contracts for energy consuming products shall take into consideration the same above factors in addition to price, quality, and total cost of ownership.

D. All procurements and contracts for food and or beverage services, including but not limited to contracts for the Ocean Center, the Daytona Beach International Airport, and the Corrections facilities, shall require waste reduction and recycling programs to be implemented by the contractor. The types and effects of the proposed waste reduction and recycling programs shall be considered in the award of all such contracts.

This policy shall be effective immediately and shall continue until rescinded. It may be amended as required. [Adopted by the Volusia County Council, 18 November 1993].

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OPEN RECORDS

The County is governed by the Florida Open Records Laws, Chapter 119 of the Florida Statutes. All bids, RFP's, quotes, and all documentation are open for public inspection ten (10) days after the solicitation opening. Certain proprietary and financial information from vendors may be excluded under very strict circumstances. All memos and internal correspondence concerning any purchasing matter are open for public inspection.

AUTOMATION OF THE PURCHASING PROCESS

The Purchasing and Contracts Division is constantly striving to automate as many functions as possible to provide timely, effective and efficient service to our customers. This means that there will usually be some changes occurring in how the County does business. The mainframe computer system (LGFS/EPS) is continually being improved. The Purchasing and Contracts Division's INTERNET and INTRANET sites are continuously being expanded.

UNAUTHORIZED PURCHASES

An **UNAUTHORIZED PURCHASE** is any purchase, order, or contract that is made by any County employee or official outside of the purview of the Volusia County Purchasing Ordinance, **and/or** the Purchasing Policy & Procedures.

Section 2-277 Unauthorized Purchases, Volusia County Code

Except as provided in this division, it shall be unlawful for any County officer or employee to order the purchase of any materials, supplies, equipment or professional or contractual services or to make any contract within the purview of this division other than through the Purchasing Director. Any Purchase Order or Contract made contrary to the provisions of this division shall not be approved, and the County shall not be bound thereby.

The Purchasing Director is the sole contracting agent for the County of Volusia, Florida. The County Council Chairperson, the County Manager, or the Purchasing Director are the only persons authorized to execute contracts for the procurement of commodities, professional and contractual services, or the sale of property, without express action by the County Council. This policy does not apply to the purchase or sale of real property.

All commodities, professional and contractual services shall be purchased through the County's Purchasing System. Purchases, orders, or contracts that are subdivided to circumvent the Purchasing System, shall be considered **Unauthorized Purchases**.

Violation of the Purchasing Ordinance or Policies and Procedures may be grounds for disciplinary actions as well as Penalties. (Section 1-7 General Penalty, Volusia County Code.)

DEFINITIONS

For the purposes of this Procedures Manual, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the content, present tense includes the future, plural includes singular, masculine includes feminine and vice versa.

Advertisement - A formal announcement of an Invitation, usually placed in a newspaper or on the Internet.

Agency - The organizational unit defined by the Department Director or Elected Department Head. It includes Department, Division, Activity or Section.

Agency Director - Elected Department Head or Department Director. May also include Division Director if Elected Department Head or Department Director has delegated responsibility.

Appropriateness - The purchase should clearly serve a County function.

Bid - Any offer specifically given to the County in response to an Invitation to Bid.

Bidders List - A computerized data base of businesses with whom the County has done business in the past and a list of firms who have expressed interest in submitting quotes and bids to the County.

Bond - A binding agreement and/or sum of money of financial collateral put up for security to guarantee the performance by a contractor of certain duties and obligations. A Bid Bond guarantees the bidder/proposer will enter into a contractual relationship with the County within a specified time after award of a contract. A Performance Bond guarantees the contractor will faithfully and timely complete the contract. A Payment or Materials Bond guarantees the contractor will pay all subcontractors and material suppliers. A Fidelity Bond guarantees repayment or replacement due to dishonesty or negligence destroyed by a contractor's employees or agent.

Business - Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity engaged in the commercial provision of commodities, services or labor.

Change Order - Any written modification to a Contract.

Commodity - Various supplies, goods, merchandise, equipment and other personal property.

Construction - The process of building, altering, repairing, improving, or demolishing any structure or building, or other improvements including roadways, utilities, and facility site work.

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Consultant - Independent contractors who are considered to have education, specialized knowledge, experience or abilities not generally available within County government. This includes but is not limited to: accountants, actuarials, appraisers, architects, artists, auditors, counselors, designers, economists, educators, engineers, financial analysts, lobbyists, management and systems analysts, medical practitioners, planners, promoters, researchers, scientists, sociologists, surveyors, trainers, and other professionals as designated by the Procurement Services Director.

Contract - Any type of County agreement, regardless of what it may be called, for the procurement, lease, or sale of commodities, services, or real property, or the disposal of assets.

Contract – Real Estate Related – An agreement to obtain the professional services of attorneys (to include paralegals and expert witnesses including appraisers) for the acquisition by purchase or lease/rent of real estate or the lease or rental of property for use by the County.

Contract – Technical/Consulting Services – An agreement to obtain the professional services of architects, engineers, land surveyors, artists, construction contractors, construction managers, maintenance contractors and any other technically related service providers.

Contractor - Any business that contracts to perform work or services, or provides commodities to the County.

County - The County of Volusia, Florida.

County Council - The legislative body of the County of Volusia, Florida.

County Manager - The Chief Executive Officer of the County of Volusia.

Delegated Purchasing Agent (DPA) - An individual trained and certified by the Purchasing Director to perform limited purchasing functions for procurements costing $3,000.00 or less using only the Delegated Purchase Order (DPO) document.

Department Director - Any Elected Department Head, the County Manager, the County Attorney, the Chief Operating Officer, the Chief Financial Officer, and any appointed Department Director, or successor titles.

Disadvantaged Business Enterprise (DBE) - Disadvantaged, minority, and women-owned business enterprises are defined as a business firm which is at least fifty-one (51) percent owned by disadvantaged, minority, or women Division members; or in the case of a publicly owned business, at least fifty-one (51) percent of the stock of which is owned by disadvantaged, minority, or women Division members. The disadvantaged, minority, or women business enterprise ownership must exercise actual day-to-day management and control of the business. The definition of a small business will depend on the industry, commodity and the service involved. The County Council may determine by resolution, amended periodically, Divisions that are socially and economically disadvantaged.

Emergency - Any condition that may affect the health, safety, and welfare of the citizens of Volusia County, or one that that stops or seriously impairs a necessary function of County government.

Evaluation Team - A Division of individuals that is responsible for advising and informing the final decision maker, the County Manager or County Council, through fact-finding consultations.

Fixed Asset - Any commodity that has a useful life of more than one year and a unit cost of seven-hundred-fifty dollars ($750.00) or more.

F.O.B (Free On Board) - A legal term that determines where title passes from seller to buyer and who usually pays freight costs.

Grant - A contribution, gift, or subsidy made for specific purposes, frequently made conditional upon specific performance by the grantee.

GSA - General Services Administration. A Federal government department that is responsible for the procurements of most of the Federal Government Agencies.

Invitation - Includes all documents, regardless of the media, whether attached or incorporated by reference, used for inviting offers.

Indefinite Quantity Contract (IQC) - Same as Price Agreement.

Irregularity - Any change or omission in an offer or Contract that does not have an adverse affect on the County's best interests, and does not affect the outcome of the source selection process by giving an offeror an advantage or benefit not enjoyed by any other offeror, and not inconsistent with applicable laws.

Local Offeror - Any business having an active, valid Volusia County occupational license in the name of the offeror on the day before the invitation closing date with sufficient local personnel to fulfill the contract.

Minority Business Enterprise (MBE) - **S**ee **DBE**

MRO - Maintenance, Repair, Operations supplies. Supplies used in daily operations.

Offer - Any bid, proposal or quotation made to the County.

Offeror - Any business submitting an offer to the County.

Piggyback - Buying a product or service in accordance with a contract awarded by another political agency.

Price Agreement - A nonexclusive, indefinite quantity agreement. It is a tool to facilitate purchases when the exact quantity of a required commodity or service is unknown or may vary depending upon the using agency's requirements. It may also be called a Price Schedule contract, Requirements contract, or Term contract.

Price Schedule - Same as Price Agreement

Procurement - For this manual, it means the same as Purchasing.

Procurement Card - Same as Purchasing Card.

Professional Services - Technical, and/or unique functions performed by independent contractors whose business is the rendering of such services. This includes accountants, appraisers, attorneys, auditors, medicine and the medical arts, architects, engineers, surveyors, management and systems consultants, research, the arts and other professionals as designated by the Purchasing Director.

Proposal - Any offer specifically given to the County in response to an Invitation to Bid or a Request for Proposals.

Purchasing/Procurement - Includes purchasing, buying, renting, leasing, bartering, or otherwise acquiring any commodity or service or construction. It also includes all functions that pertain to obtaining any commodity or service or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration, and disposal of surplus.

Purchasing Card - The VISA card issued by the County for small non-recurring purchases. It may mean either a purchasing only card or a travel only card depending on context.

Purchasing Director - The Purchasing Director of the County of Volusia, or designee.

Pyramiding - Is defined as subdividing an order to circumvent the Purchasing Ordinance, Policies and Procedures. This is an illegal activity.

Quote, Quotation - Means a statement of price, terms of sale, and description of commodities or services offered by a seller to a prospective buyer (County).

Recurring Purchase - Means making two or more purchases/charges when the user has reason to believe additional purchases/charges would be incurred by the County within the next twelve months.

Respondent - Means a business that responds to an invitation.

Responsible - Means having the capability in all respects to fully perform the Contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having a record of timely and acceptable past performance that will assure good faith performance,

Responsive - Substantially conforming with all material respects to the requirements and criteria set forth in the invitation.

Request For Proposal (RFP) - An Invitation to provide a proposal (offer) to the County. It is usually awarded on basis other than just price.

Request for Statements of Qualifications (RSQ) - An invitation process used to select a contractor based upon the apparent qualifications submitted by the respondent.

Selectee - Any business responding to a Request for Statements of Qualifications or an Invitation that does not include a price.

Selection Committee - Any committee that has been delegated decision-making functions, directly or indirectly, by the County Council.

Service - The furnishing of labor, time, or effort by a contractor. This includes all construction.

Single Source - A commodity can be purchased from multiple sources, but in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials), there is only one economically feasible source for the purchase.

Sole Source - The commodity can be legally purchased from only one source.

Specification - Any description of the physical or functional characteristics, or of the nature of the supply or service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Statement of Work (SOW) - The requirements that the offeror must complete for a contract. The requirements component of a Request For Proposal.

Supplies - All property, including but not limited to: equipment, materials, insurance, and leases of real property, excluding land or a permanent interest in land.

Surplus Property - Any tangible personal property or real property in excess of the needs of the County and not required for it's foreseeable need.

Technical Review Committee - Any committee appointed by the Purchasing Director to establish and/or review specifications or scope of work for any procurement project.

Unauthorized Purchase - Any purchase, order, or Contract that is made by any County employee or official outside of the purview of the Volusia County Purchasing Ordinance, and/or the Purchasing Policy & Procedures.

Unsolicited Offer - Any offer other than one submitted in response to an Invitation.

Using Agency - Any Department, Division, Activity, Agency, Commission, Board, Committee, Authority, or other unit in the County government, that procures commodities, construction, or services.

Vendor - Any business firm that will be or has been awarded a contract by the County. A seller.

Women-Owned Business Enterprise (WBE) - See **DBE**

Public Advertising Requirements
(Excerpted from 2003 Florida Statutes)

255.0525 - Advertising for competitive bids or proposals.

(1) The solicitation of competitive bids or proposals for any state construction project that is projected to cost more than $200,000 shall be publicly advertised once in the Florida Administrative Weekly at least 21 days prior to the established bid opening. For state construction projects that are projected to cost more than $500,000, the advertisement shall be published in the Florida Administrative Weekly at least 30 days prior to the established bid opening and at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The bids or proposals shall be received and opened publicly at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the Secretary of Management Services may alter the procedures required in this section in any manner that is reasonable under the emergency circumstances.

(2) The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than $200,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than $500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this section may be altered by the local governmental entity in any manner that is reasonable under the emergency circumstances.

(3) If the location, date, or time of the bid opening changes, written notice of the change must be given, as soon as practicable after the change is made, to all persons who are registered to receive any addenda to the plans and specifications.

(4) A construction project may not be divided into more than one project for the purpose of evading the requirements in this section.

(5) As used in this section, the term "emergency" means an unexpected turn of events that causes:

(a) An immediate danger to the public health or safety;

(b) An immediate danger of loss of public or private property; or

(c) An interruption in the delivery of an essential governmental service.

History. --s. 26, ch. 95-196; s. 40, ch. 95-269.

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336.44 - Counties; contracts for construction of roads; procedure; contractor's bond.--

(1) The commissioners shall let the work on roads out on contract, in accordance with s. 336.41(3).

(2) Such contracts shall be let to the lowest responsible bidder, after publication of notice for bids containing specifications furnished by the commissioners in a newspaper published in the county where such contract is made, at least once each week for 2 consecutive weeks prior to the making of such contract.

(3) Upon accepting a satisfactory bid, the commissioners shall enter into a contract with the party whose bid has been accepted. Such contract shall contain the specifications of the work to be done or material furnished, the time limit in which the construction is to be completed or material delivered, the time and amounts in which payments are to be made upon the contract, and a penalty to be paid by the contractor for the failure to comply with the terms of such contract.

(4) The successful bidder shall enter into a good and sufficient bond with the commissioners for the faithful execution of the contract; the amount of the bond to be fixed by the commissioners, and the sufficiency of said bond to be likewise approved by the commissioners.

(5) The commissioners may reject any or all bids and require new bids to be made.

History.--s. 102, ch. 29965, 1955; s. 12, ch. 77-165; s. 24, ch. 90-279; s. 79, ch. 2002-20.

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Appendix L
RFP 06-P-89 BB RFP FOR DEBRIS REMOVAL, REDUCTION AND DISPOSAL

Volusia County
FLORIDA

REQUEST FOR PROPOSAL
FOR
DEBRIS REMOVAL, REDUCTION & DISPOSAL
FOR COUNTY OF VOLUSIA

RFP NO. 06-P-89 BB

Pre-proposal Meeting: 04/04/06
Closing Date: 04/18/06

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RFP 06-P-89 BB
DEBRIS REMOVAL, REDUCTION & DISPOSAL

1.0 PURPOSE & OVERVIEW

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals for a contract for Debris Removal, Reduction and Disposal Services for the County of Volusia.

2.0 SCOPE OF SERVICES

See EXHIBIT A for complete scope of services.

3.0 GENERAL TERMS & CONDITIONS

3.1 RFP Closing Date

Proposals must be received by the Volusia County Purchasing Office, **Room 304**, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than **3:00 p.m., local time, on Tuesday April 18, 2006.** Proposals received after this time will not be considered.

3.2 Proposed Schedule

03/17/06	Release date for Request For Proposal
04/04/06	Pre-proposal Conference
04/18/06	Closing Date
w/o 05/02/06	Evaluation Complete
w/o 05/15/06	Presentations, if required
06/01/06	Recommendation to Council
	Contract Negotiations Complete
06/15/06	Project Start Date

3.3 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):
County of Volusia, Florida
Purchasing Office, **Room 304**
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) "**RFP # 06-P-89 BB, DEBRIS REMOVAL, REDUCTION & DISPOSAL"**

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to **Room 304**, in the Purchasing Office on the third (3rd) floor at the above address. To be considered, **a proposal must be received and accepted in the Purchasing Office before the RFP Closing Date and Time.**

3.4 Pre-proposal Conference

A. A pre-proposal conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 1:00 p.m., local time, Tuesday, April 4, 2006. While this is not mandatory, all interested parties are encouraged to attend and participate.

B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Volusia County Purchasing Division Office in DeLand (386) 736-5935 at least five (5) days prior to the date.

3.5 Public RFP Opening

A. Only the names of the firms submitting proposals will be read aloud at the RFP opening. The proposals will be available for inspection during normal business hours in the Purchasing Office within ten (10) working days of the closing date, by appointment (Florida Statute 119.07 (6) (m)).

B. A complete tabulation of proposals will be available after it is completed. A copy of the completed proposal tabulation will be available on our Purchasing web page at www.volusia.org./bidlist within ten (10) working days.

C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Volusia County Purchasing Office in DeLand, (386) 736-5935 at least five (5) days prior to the date.

3.6 Proposal Form

A. See **Submittal Requirements** for complete details.

B. Each Contractor shall submit SEVEN (7) **complete** sets of the proposal, **one electronic copy on a disc or CD,** one hard copy marked "ORIGINAL and SIX (6) marked "COPY". *****If a Non Disclosure Agreement is signed and confidential materials are submitted, such confidential shall not be included on the master CD. Confidential materials shall be segregated on a SEPARATE CD, PLAINLY LABELED "CONFIDENTIAL MATERIALS".**

C. The proposal form must be signed by an official authorized to legally bind the Contractor to all RFP provisions contained herein.

D. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.7 Questions Concerning RFP

A. Questions concerning any portion of this RFP shall be directed in writing electronically, via e-mail to the Procurement Manager named below, who shall be the official **sole** point of contact for this RFP

B. Mark cover page or envelope(s) **"Questions on RFP #06-P-89 BB, Debris Removal, Reduction and Disposal."**
Submit questions to:

Becki Bishop, Procurement Manager
Telephone: 386-822-5764
Fax: 386-736-5972
E-mail: rbishop*@co.volusia.fl.us*

3.8 Clarification and Addenda

A. It is incumbent upon each Contractor to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 386-736-5972) through the Procurement Manager named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

B. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Contractors in their proposal must acknowledge receipts of amendments. **Each Contractor should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Volusia County web site at** www.volusia.org/bidlist **for any addenda.**

C. It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this solicitation. Lack of understanding and/or misinterpretation of any portions of this solicitation shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award.

3.9 Award

The County reserves the right to award to the Contractor(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

3.10 Other Agencies

A. All Contractors awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms and conditions.

B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city municipality or agency, nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

3.11 F.O.B. Point

The F.O.B. points for this contract and for all purchases made under it shall be as specified by the using department (in accordance with the RFP proposal form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the seller / Contractor and the carrier.

3.12 Assignment

The awarded Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the County of Volusia, Director of Purchasing and Contracts. County Council shall approve any requests for assignments and/or sub-letting of leasing contracts prior to responding to such requests.

3.13 Contract

A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will be issued. A preliminary draft will be released subsequent to the pre-proposal meeting. Said draft contract is the County's standard contract and may be revised subject to negotiation between the County and the Contractor. Content of the

final contract may contain changes from the County's perspective as a result of the RFP process and submittal(s) received. The final negotiated contract shall include the scope of work as outlined in Section 2, EXHIBIT A of the RFP along with the successful Contractor's submittal. County contracts are subject to review by the County Attorney or designee for determination of legal form and substantive sufficiency.

B. The Director of Purchasing and Contracts, County Manager and Council Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designee is authorized to make changes to any contract.

C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the Contractor should promptly contact the Purchasing Office at 386 - 736 - 5935.

3.14 Disclosure of RFP Content

A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.

B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the County for road or public works projects as defined in 119.07(6)(t), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure.

DO NOT SUBMIT A NON DISCLOSURE AGREEMENT IF YOU ARE NOT INCLUDING TRADE SECRETS IN YOUR PROPORAL.

If a respondent submits Confidential Materials, the information **MUST BE SEGREGATED**, accompanied by an **EXECUTED** Non Disclosure Agreement for Confidential Materials and **EACH PERTINENT PAGE MUST BE CLEARLY LABELED "CONFIDENTIAL" OR "TRADE SECRET".** The County will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. **When such SEGREGATED and LABELED materials are received with an EXECUTED Agreement, the County shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."**

3.15 Contractor's Responsibility

By submitting a proposal, Contractors represents that:

A. The Contractor has read and understands the RFP in its entirety that and the proposal is made in accordance therewith, and;

B. The Contractor possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;

C. Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the County of Volusia, Florida, upon which the Contractor will rely. If the Contractor receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Contractor for additional compensation or relief.

D. The Contractor will be held responsible for any and all discrepancies, errors, etc. in discounts or rebates which are discovered during the contract term or up to and including four (4) fiscal years following the County's annual audit.

3.16 Payment Terms

A. The County will remit full payment on all undisputed invoices within thirty (30) days from receipt by the Project Manager of the invoice(s) or receipt of all products or services ordered. **Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft excel format, which includes information contained in the approved debris ticket.** The final format of the worksheet and information to be contained within will be approved and agreed upon by the vendor and the Project Manager or designee prior to commencement of any work. **The Project Manager or designee shall be responsible for reconciliation and payment will be made on those tickets reconciled back to County records.** Any discrepancies between the County's records and the Contractor's submittals must be rectified, to County's satisfaction, by the Contractor before payment on those items will be made by the County. The Contractor shall only issue invoices for services rendered. Retainer fees shall not be charged.

B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after receipt of the entire order of the commodity or service, AND a properly completed invoice, whichever is later.

C. The County has the capabilities of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments.

D. ***By submitting a proposal (offer) to the County of Volusia, Florida, the Contractor expressly agrees that if awarded a contract, the County may withhold from any payment, monies owed by the Contractor to the County for any legal obligation between the Contractor and the County, including, but not limited to real property taxes, personal property taxes, fees, and commissions.***

3.17 Conflict of Interest Form

All Contractors shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Contractor may have due to ownership, other clients, contracts, or interest associated with this project.

3.18 Licenses and Certificates

A. The County reserves the right to require proof that the Contractor is an established business and is abiding by the ordinances, regulation, and laws of their community and the state of Florida, such as but not limited to: occupational licenses, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;

B. Each firm must be licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

C. Permits and licenses of a temporary nature necessary for the prosecution of the services requested herein shall be secured by the Contractor and is the financial responsibility of the Contractor, unless otherwise stated in this RFP. The Contractor shall not be held responsible to secure permits and/or licenses, which the requirements for same have or will be waived due to a declaration of an emergency or disaster.

3.19 Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Contractor an advantage or benefit not enjoyed by other Contractors.

3.20 Insurance

The Contractor shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

Level I

Commercial General Liability – in the amount of one million ($1,000,000.00) dollars aggregate / five hundred thousand ($500,000.00) dollars per occurrence. **The General Aggregate limit shall either apply separately to the resulting contract or shall be at least twice the required occurrence limit.**

Comprehensive Automobile and Water Vehicle Liability – covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of one million ($1,000,000.00) dollars per occurrence combined single limit / Any Auto.

Physical damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles

Workers' Compensation – Statutory / Bidder shall provide a policy with employer's liability coverage with limits of not less than five hundred thousand ($500,000.00) dollars per occurrence for each accident or illness. The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the County. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a copy of said notice.

Requirements for bidders that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with less than four employees shall be required to sign a Hold Harmless Agreement relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

The Hold Harmless Agreement mentioned above is included as an attachment to this RFP. Said Agreements shall be returned with the proposal as detailed in the Submittal Requirements. NOTE: The County reserves the right not to contract with firms that do not provide Workers' Compensation for their employees.

Levels II and III

Commercial General Liability – in the amount of four million ($4,000,000.00) dollars aggregate / one million ($1,000,000.00) dollars per occurrence. **The General Aggregate limit shall either apply separately to the resulting contract or shall be at least twice the required occurrence limit.**

Comprehensive Automobile and Water Vehicle Liability – covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of one million ($1,000,000.00) dollars per occurrence combined single limit / Any Auto.

Physical damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles

Workers' Compensation – Statutory / Bidder shall provide a policy with employer's liability coverage with limits of not less than one million ($1,000,000.00) dollars per occurrence for each accident or illness. The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the County. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a copy of said notice.

Requirements for bidders that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with less than four employees shall be required to sign a Hold Harmless Agreement relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

The Hold Harmless Agreement mentioned above is included as an attachment to this RFP. Said Agreements shall be returned with the proposal as detailed in the Submittal Requirements. NOTE: The County reserves the right not to contract with firms that do not provide Workers' Compensation for their employees.

Pollution and Remediation Liability - with limits of not less than four million ($4,000,000.00) dollars annual aggregate / two million ($2,000,000.00) dollars per occurrence, including the cost of defense during the term of this agreement and for a period of five (5) years following the completion the work as out lined in this RFP. Such coverage shall apply specifically to the scope of services as outline in Exhibit A and shall include, but not be limited to Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the work);

Remediation Legal Liability/Expense expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment or neutralization of a condition arising from the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinance, regulation or statutes or any subsequent amendments thereof; and

Transportation Legal Liability / Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the County to its final delivery point as specified in the resulting Contract.

Levels I, II and III

Contractor agrees that County will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the County Representative. Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the County on Commercial General Liability and Workers Compensation insurance coverage. The ACORD certificate of Liability Insurance, with endorsements shall be completed by the authorized Resident Agent and returned to the Purchasing and Contracts Office. This certificate shall be dated and show:

A. The name of the insured Contractor, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.

B. Statement that the Insurer will mail notice to the County at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

C. County shall be named as an additional insured on Commercial General Liability Insurance and Pollution and Remediation Insurance.

Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or sub-consultant providing such insurance.

The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

3.21 Award Term

The successful Contractor(s) shall be awarded a contract for three (3) years with two (2) subsequent one-year renewals permissible, upon mutual written agreement and, approval of County Council.

or

The successful Contractor(s) shall be awarded a contract for five (5) years with one subsequent five (5) year renewal permissible, upon mutual written agreement and, approval of County Council.

3.22 Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The Contractor's request shall contain substantial

proof and justification to support the need for the rate adjustment. **The Contractor shall notify the County's Project Manager as soon as it has determined an unusual cost has occurred, as retroactive rate increases shall not be granted.** The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty - (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

3.23 Deviations

All proposals must clearly and with specific detail, note all deviations and/or exceptions to the **exact** requirements imposed upon the Contractor by the specifications detailed herein. Such deviations must be detailed within Tab11 of the Submittal Requirements, otherwise Volusia County will consider the subject proposals as being made in strict compliance with said specifications; the Contractor being held therefore accountable and responsible. Contractors are hereby advised that Volusia County, at its sole discretion, may not consider proposals that significantly deviate from the specific requirements detailed in Exhibit A.

3.24 Material Safety Data Sheet

In accordance with Chapter 442 of the Florida Statutes, it is the Contractor's responsibility to identify and to provide to the Volusia County Purchasing Office a Material Safety Data Sheet for any material, as may apply to this procurement.

3.25 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

3.26 Selection Criteria

Each proposal shall be evaluated using the following criteria:

A. Proper submittal of **ALL** documentation as required by this proposal.

B. The greatest benefits to Volusia County as it pertains to:

1 The qualifications of the firm
2 The qualification of staff
3 The firm's technical approach
4 The fee schedule
5 The resources of the firm
6 The experience of the firm

7 Financial stability of the firm

3.27 Continuing the Work

The Contract shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the County. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as specifically permitted in elsewhere in this document, or as the County and Contractor may otherwise agree in writing.

3.28 Termination / Cancellation of Agreement

The County reserves the right to cancel the Agreement with a minimum thirty (30) days written notice, in whole or in part, without cause whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by the delivery of a Notice of Termination to the Contractor specifying the extent to which the, an Agreement is terminated and the date upon which termination becomes effective.

In the event that this Agreement is terminated in whole for convenience by the County, the Contractor shall be paid in accordance with the terms of the Agreement to the date of termination for services that have been provided. Upon being notified of the County's election to terminate, the Contractor shall refrain from performing further work or incurring additional expenses under the terms of the Agreement, which is not specifically authorized in the Notice of Termination.

Termination or cancellation of the Agreement shall not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the Agreement shall not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the Agreement.

The Contractor may cancel the Agreement with one hundred eighty (180) days **written** notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.

The Agreement may be terminated for cause by either party for material breach if the party in breach has not corrected the breach within thirty (30) days of written notice to do so from the aggrieved party, identifying the breach.

Any provision of the Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement

3.29 Incurred Expenses

This RFP does not commit the County of Volusia to award a contract. Nor shall the County of Volusia be responsible for any cost or expense which may be incurred by the Contractor in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Contractor prior to the execution of a contract agreement.

3.30 Post-Proposal Discussions with Contractors

It is the County's intent to award a contract or contracts to the Contractor or Contractors deemed most advantageous to the County in accordance with the evaluation criteria specified elsewhere in this RFP. The County reserves the right however, to conduct post-closing discussions with any Contractor who has a realistic possibility of contract award including, but, not limited to: request for additional information, competitive negotiations, and best and final offers.

3.31 Presentations by Contractors

A. The County of Volusia, at its sole discretion, may ask individual Contractors to make oral presentations and/or demonstrations without charge to the County.

B. The County reserves the right to require any Contractor to demonstrate to the satisfaction of the County that the Contractor has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

C. Contractors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.32 Minimum Specifications

The specifications listed in the Scope of Service are the <u>minimum</u> required performance specifications for this RFP. They are not intended to limit competition nor specify any particular Contractor but to ensure that the County receives quality services.

3.33 Change in Scope of Services/Work

A. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by **written amendment to the contract signed** by the County Representative, County's Director of Purchasing and Contracts, and the Contractor.

B. If the Contractor believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RFP process for materials, products, services and/or items similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

3.34 Contractor's Personnel

A. The Contractor represents that it has or shall secure at its own expense, all necessary personnel required to perform the services under the resulting contract. Such personnel shall not be employees of or have any contractual relationship with the County.

B. The Contractor shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The County reserves the right to require the Contractor to remove any employee from working on the resulting contract, which the County deems incompetent, careless or otherwise objectionable.

C. The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

D. During the performance of the contract, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. The Contractor shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Contractor.

5. The Contractor and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

6. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

7. Any changes or substitutions in the Contractor's key personnel shall be made know to the County's Project Manager or designee and written approval shall be given by the County before said change or substitution may become effective.

3.35 Subcontractors, Suppliers and Others

A. Contractor shall not employ any subcontractor, supplier or other person or organization (including those acceptable to the County as indicated in paragraph B), whether initially or as a substitute, against whom the County may have reasonable objection. The Contractor shall not be required to employ any subcontractor, supplier or other person or organization to furnish or perform any of the Work against whom the Contractor has reasonable objection.

B. All subcontractors, suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) shall be submitted to the County for acceptance. The County's acceptance, in writing, of any such subcontractors, suppliers or other persons or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the County of any such subcontractor, supplier or other person or organization shall constitute a waiver of any right of the County to reject defective work.

C. The Contractor shall be fully responsible to the County for all acts and omissions of the subcontractors, suppliers or other persons or organizations performing or furnishing any of the Work under a direct **or indirect** contract with the Contractor just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the resulting Contract documents shall create for the benefit of any

such subcontractor, supplier or other persons or organizations, any contractual relationship between the County and any such subcontractor, supplier or other persons or organizations, nor shall it create any obligation on the part of the County to pay or to see to the payment of any money due any such subcontractor, supplier or other person or organization, except as may otherwise be required by laws and regulations.

D. The Contractor shall be solely responsible for scheduling and coordinating the Work of subcontractors, suppliers or other personas or organizations performing or furnishing any of the Work under a direct or indirect contract with the Contractor. The Contractor shall require all subcontractors, suppliers or other persons or organizations performing or furnishing any of the Work to communicate with the County through the Contractor.

E. All Work performed by the Contractor by a subcontractor, or supplier shall be pursuant to an appropriate agreement between the Contractor and the subcontractor or supplier that specifically binds the subcontractor or supplier to the applicable terms and conditions of the resulting Contract for the benefit of the County. Whenever any such agreement is with a subcontractor or supplier who is listed as an additional insured on the property insurance provided in Section **3.20** - Insurance Requirements, the agreement between the Contractor and the subcontractor or supplier shall contain provisions whereby the subcontractor or supplier waives all rights against the County, Contractor, the County's Consultants and all other additional insured for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any subcontractor or supplier, the Contractor shall obtain the same.

3.36 Use of Premises

A. The Contractor shall confine equipment, storage of materials and the operations of workers to the site and confine operations within the debris removal and transfer areas identified in and permitted by the resulting Contract and shall not unreasonable encumber areas serving the public with equipment or other materials.

B. The Contractor shall assume full responsibility for any damage to any such area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, the Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless the County, the County's Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against the County, or any

other party indemnified hereunder to the extent caused by or based upon the Contractor.

C. During the progress of the work, the Contractor shall keep the site free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish and debris from and about the site, as well as tools, appliances, equipment, machinery and/or surplus materials. The Contractor shall leave the site clean, restoring to its original condition all property not designated for alteration by the resulting Contract.

D. The Contractor shall not load, nor permit any part of any structure to be loaded in any manner that will be dangerous, nor shall the Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

E. The Contractor shall not use areas outside debris removal and transfer areas for parking or storage of materials, except as approved, in writing, by the County's Project Manager.

F. Plastic liners shall be placed under any stationary equipment on site, including but not limited to generators and mobile lighting plants.

G. The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

H. The Contractor is responsible for coordinating the use of any public or private area with the appropriate local authorities and affected landowners.

I. The Contractor shall take care to monitor and make ever effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.

3.37 Disadvantaged Business Enterprise Program

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

3.38 Performance and Payment Bonds

Performance Bond – Contractor shall furnish a Performance Construction and Payment Bond in conformance with Florida Stature 255.05 in an amount at least equal to the Task Order Price, as security for the faithful performance and payment of all Contractor's obligations under the resulting Contract. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Bond may be in the form of a bond, cashier's check or Irrevocable Letter of Credit (ILOC). The bond shall be issued

by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An attorney in fact who signs a Performance Bond must file with the bond a certified copy of his/her power of attorney to assign said bond.

An initial performance bond issued in a sum equal to One Million ($1,000,000.00) Dollars by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An attorney in fact who signs a Performance Bond must file with the bond a certified copy of his/her power of attorney to assign said bond shall be required from the successful proposal for the purposes of insuring the faithful performance of the obligations imposed by the resulting contract. The County shall reimburse the cost of the initial performance bond in an amount not to exceed $10,000.00. An Event Performance Bond shall be required within seven days after an Event Notice to Proceed is issued in the following amounts;

Level 1 / Tropical Storm to Hurricane Category I shall be in the amount of four million ($4,000,000.00) dollars,

Level II / Category II shall be in the amount of ten million ($10,000,000.00) dollars.

Level III / Category III and above shall be in the amount of twenty five million ($25,000,000.00) dollars.

Performance Bond amounts for other events shall be determined based on the severity and magnitude of the event.

Event performance bonds shall comply with all other requirements, unless otherwise stated. If the catastrophic event diminishes after the Event Notice to Proceed is issued, a stop work order shall be issued to cancel the event performance bond.

3.39 Estimated Quantities

The County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid proposal page. It is understood by all respondents that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract. The contract resulting from this solicitation shall be non-exclusive and the County may procure the goods or services covered by the contract from other sources at its discretion.

3.40 Performance

A. **Timely performance is of the essence in the award of RFP.** Performance shall be no later than ten (10) calendar days from commencement. Proposals which fail to meet this requirement shall be rejected.

B. Failure of the awarded vendor to meet this performance requirement may result in default, immediate cancellation of the delivery order or contract, and all other applicable remedies available to the County under State Law.

C. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of the resulting Contract.

D. The Contractor shall, within two (2) calendar days from the beginning of such delay, notify the Director of Purchasing and Contracts or designee in writing of the cause(s) of the delay.

3.41 Liquidated Damages

Should the awarded Contractor fail to complete the required services within the time(s) specified in the Contract, or within such additional time(s) as may be granted by the County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of five hundred ($500.00) dollars for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

3.42 Claim Notice

A. The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all Contractor operations at the County project site.

B. The Contractor shall notify the County within forty-eight (48) hours of notice of any legal or regulatory actions, or any Notices of Violations taken against the Contractor or its Subcontractors utilized with the scope of the Contract. Upon receipt of the Notice of Violation or Warning Notice or upon notification or request from the County, the Contractor shall immediately prepare a response or draft a County response to the notice and begin corrective action against any non-complying condition. Failure by the Contractor to take corrective action which is required by law or the Contract document shall result in the County taking whatever measures are necessary to correct the condition and deducting the cost of taking such corrective action from the Contractor’s payment. The Contractor shall be responsible for any fines resulting from any violations or federal, stare or local laws or regulations.

3.43 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing Contractors, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or

proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.44 Proposal Acceptance Period

Any proposal in response to this solicitation shall be valid through August 31, 2006. At the end of this time the proposal may be withdrawn at the written request of the Contractor if no award has been made. If the RFP is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of any Proposal Bond. **The County reserves the right to request an extension of the proposals if the contract has not been negotiated by the August 31, 2006, date**.

3.45 Records and Right to Audit

All records, documents and information collected and/or maintained by others in the course of the administration of the resulting Agreement shall be made accessible at the Contractor's local place of business to the County, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction. If records are unavailable locally, it shall be the Contractor's responsibility to insure that all required records are provided to the County at the Contractor's expense.

3.46 Safety

The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this contract. The Contractor, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting danger signs, placarding, labeling or posting other forms of warnings against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation and/or removal of bio-solids, bio-hazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, the Contractor, its subcontractor(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials and hazardous operations, and shall exercise utmost care and perform such activities under the supervision of properly qualified and or competent personnel.

4.0 DEFINITIONS

Contract: The resulting document negotiated between the successful Respondent(s) and the County, which shall include any written amendments hereto and other written documents, which are expressly incorporated therein by reference.

Contract Administrator: The. Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for

addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the Director of Purchasing and Contracts.

Contractor: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a proposal for the purpose of obtaining a contract with the County to provide the services set forth herein. Also referred to as Respondent.

Contractor's Project Manager: The Project Manager has responsibility for administering this contract for the Contractor and will be designated prior to execution of the resulting Contract.

County: The word County refers to the County of Volusia, Florida

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the County and will be designated prior to award of contract.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

Exceptions to RFP: An exception is defined as the Respondent's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Subcontractor: An individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for performance of any part of the services detailed within this solicitation.

For project specific definitions, see Exhibit C

5.0 SUBMITTAL REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the Contractor deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The Contractor should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Tab 1 – Contractor's Profile and Submittal Letter

The following information shall be submitted with your proposal. Failure to submit this information will render your proposal non-responsive.

A. RFP Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from the business that the signatory is duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

B. Organizational structure of business

1. Ownership interests

2. Active business venues (counties, states, etc.)

3. The qualifications of the firm's employees who will work on this contract

4. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida

Tab 2 – Qualifications

Provide a description and history of the firm focusing on the following:

A. Experience in all aspects of emergency management, including procurement, operation, planning, contract management and accounting systems.

B. Documented knowledge and experience with state and local emergency agencies; state and federal programs; funding sources and reimbursement processes.

C. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.

D. Experience demonstrating knowledge of environmental requirements.

E. Include a listing of all key staff to be assigned to provide the required services and resumes for each describing experience, training and education in the required services. Identify staff experience working with governmental entities and list those projects.

Tab 3 - Technical Approach

A. Provide a narrative description with an organizational chart outlining the methods of mobilization/operation plans, operational structure and services to be provided. This description should fully and completely demonstrate the Respondents intended methods for servicing the requirements and specifically identify any obligations of the County (e.g. services and operational requirements) upon which the approach is contingent. In addition, the Respondent shall describe their ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support.

B. Confirm, in writing, that Volusia County will receive priority services over any other entities in Florida in the event that the Contractors services are required.

C. Respondents may offer alternative solutions/options to achieve successful completion of the scope of services detailed herein.

Tab 4 – Fee Schedule and Proposal Forms

A. Each Respondent must complete, execute and submit the Proposal Form included herein.

B. The Fee Schedule shall include ALL costs associated with the performance of the contract including travel and out-of-pocket expenses.

Tab 5 – References

A. List at least five references, with a minimum of two from governmental entity experience, for which the firm has performed similar work of the same magnitude to those requested in this solicitation, including the contact name, address, telephone number, e-mail address and date and term of the contract.

B. Reveal all other contracts, the Contractor currently has in place for similar services to include the name and location of the entity and contract duration.

Tab 6 – Licenses

Those firms located within the County of Volusia must include a copy of their County Occupational License. If a Contractor is located within Volusia County, failure to have or obtain a Volusia County Occupational license prior to the RFP closing date and time shall automatically render a Contractor non-responsive.

Tab 7 - Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Forms that do not provide the correct solicitation and/or project number and Volusia County contact person on them may not be accepted.**

Tab 8 – Financial Statement

All Contractors shall supply a financial statement preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

Tab 9 – Conflict of Interest Form

All Contractors shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement.

Tab 10 – Addenda

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

Tab 11 – Exceptions

Include any/all exceptions taken to the content of the solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation.

Tab 12 – Litigation

Include the information form requested in Section 6.0 within this tab.

Tab 13 – Bond Ability

Include proof of bond ability for the Performance Bond in the event that the firm is awarded a Contract.

6.0 LITIGATION

SPECIFY ALL JUDGMENTS ENTERED AGAINST THE FIRM BY ANY STATE OR FEDERAL COURTS IN THE PAST FIVE YEARS. LIST ALL CIVIL AND ADMINISTRATIVE PROCEEDINGS TIN THE PAST TEN YEARS IN WHICH THE FIRM HAS REPRESENTED A PARTY ADVERSE TO VOLUSIA COUNTY. LIST ALL SUITS, COMPLAINTS, OR DISCIPLINARY ACTIONS FILED AGAINST THE FIRM BY ANY CLIENT, THE FLORIDA BAR AND/OR ANY OTHER STATE OR FEDERAL AGENCY.

CHECK ONE

[ ] The undersigned firm has had no litigation on any projects in the last five (5) years.

OR

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

_____, 2006

7.0 PROPOSAL FORM

TO: County of Volusia, Florida
Office of Purchasing and Contracts Director
123 W. Indiana Avenue, Room 304
DeLand, FL 32720-4608

The undersigned hereby declare that [firm name] _____ _____ have carefully examined the specifications to furnish: **Debris Removal, Reduction, and Disposal for the County of Volusia,** for which proposals were advertised to be received **no later than 3:00 p.m., local time, Tuesday, April 18, 2006** and further declare that [firm name] _____ will furnish these services according to the specifications detailed herein.

DELIVERY AND START UP TIME: _____

Each Contractor shall complete and submit EXHIBIT B / FEE SCHEDULE. All fees shall include ALL costs associated with the performance of the resulting Contract, including travel and out-of-pocket expenses.

Contractors ARE NOT required to submit a proposal for all levels of services, but shall only submit on the levels for which the firm's capacity and resources will support.

Where more than one item is listed, any items for which the firm does not enter a proposal must be indicated "NO BID".

Errors
In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Contractor's total will be corrected accordingly. Contractor shall check their proposal where applicable. Failure to do so will be at the Contractor's risk. Proposals having erasures or corrections must be initialed in ink by the authorized representative of the company.

Have you supplied all the Submittal Requirements outlined below?

- ❑ **Contractor's Profile and Submittal Letter**
- ❑ **Qualifications**
- ❑ **Technical Approach**
- ❑ **Fee Schedule and Proposal Forms**
- ❑ **References**
- ❑ **Volusia County Occupational License, if applicable**
- ❑ **Proof of Insurance**
- ❑ **Financial Statement**
- ❑ **Conflict of Interest Form**
- ❑ **Any addenda pertaining to this ITB**
- ❑ **Exceptions**
- ❑ **Current Litigation (use attached form)**
- ❑ **Proof of bond ability**

Do you have the capability to invoice electronically? YES _____ NO _____

Prompt Payment Terms: _____ % _____ Days; Net 30 Days

Do you accept electronic funds transfer (ETF)? YES _____ NO _____

Do you offer a discount for electronic funds transfer (EFT)? YES _____% NO_____

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County. I hereby certify that I have read and understand the requirements of this Request For Proposals No. **06-P-89 BB** and, that I as the Contractor will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company _____

Per_____(Print name)

Signature _____

Address _____

City_____State_____ZIP_____

Telephone _____ Fax _____

E-Mail Address: _____

DUNS#_____ Fed. I.D. #_____

8.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I *(printed name)* _____ am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____ _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Volusia County Code nor has any outstanding past due debt to the County of Volusia, Florida; and

4. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My Commission expires_____
(Type of Identification)

_____
_____
(Signature of Notary Public / Commission Stamp of Notary Public)

9.0 AUTHORIZED SIGNATORIES/NEGOTIATORS

The proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the proposer will be duly bound:

Name Title Telephone Number

_____

_____

_____

_____
(Signature)

_____
(Title)

_____
(Name of Business)

The respondent shall complete and submit the following information with the proposal:

Type of Organization

____ Sole Proprietorship ____ Partnership

____ Joint Venture ____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is _____

10.0 HOLD HARMLESS AGREEMENT

I, _____, am the owner of _____, an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs less than four employees, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of our contract with Volusia County, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of Volusia County or their employees, or of their subcontractors or their employees. The named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, the named business shall, at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

Sworn to and Subscribed before me on this _____ day of _____, 2006 by:

Notary Public - State of Florida
(SEAL)

(Print, Type or Stamp Name)
Personally Known OR Produced ID
If Produced ID, Type:

Commission No.:

11.0 Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent’s subcontractors and Respondent’s implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

12.0 NON DISCLOSURE AGREEMENT
for
CONFIDENTIAL MATERIALS

Reference #06-P-89 BB

Vendor:
Address:

This Agreement is entered into as of the date of the last signature set forth below between the County of Volusia, a political subdivision of the State of Florida (the "County"), and the above named Vendor (hereinafter the “Vendor”). The County and the Vendor are collectively referred to as the “Parties” and may be referred to individually as a Party.

RECITALS

WHEREAS, the Vendor possesses certain confidential trade secret materials that it wishes to disclose to the County for the purpose of responding to a request for proposal or otherwise conducting business with the County; and

WHEREAS, the County desires to review such materials in order to evaluate the County’s interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Vendor.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and the Vendor agree as follows:

1. Confidential Materials. The Vendor warrants and represents to the County that the materials described in the attached Exhibit A (the “Confidential Materials”) constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the County for road or public works projects as defined

in 119.07(6)(t), Florida Statutes. Subject to the terms and conditions of this Agreement, the County agrees not to disclose such Confidential Materials to third parties.

2. Additional Materials. During the course of the negotiations or the business relationship with the County, the Vendor may disclose additional confidential or trade secret information to the County in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the County, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the County acknowledging receipt of such materials.

3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:

(a) Information already known or independently developed by the County;

(b) Information in the public domain through no wrongful act of the County;

(c) Information received by the County from a third party who was legally free to disclose it;

(d) Information disclosed by the Vendor to a third party without restriction on disclosure;

(e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or

(f) Information that is disclosed with the prior written consent of the Vendor, but only to the extent permitted by such consent.

4. Non Disclosure by Vendor. In the event that the County discloses confidential or trade secret information to Vendor, the Vendor agrees to not disclose

such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the County's prior written consent. Further, upon conclusion of discussions or business transactions between the County and the Vendor, or at any time upon request of the County, Vendor agrees to return such information (including any copies) to the County.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Vendor understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the County's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Vendor to be confidential or a trade secret, the County may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(e) Florida Statutes. Vendor further understands that the County may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Vendor. In the event of any litigation instituted by a third party to compel the County to disclose such materials, Vendor shall, at its sole cost and expense, provide assistance to the County in defending the denial of the records request, and shall hold the County harmless from any claim for statutory costs and attorneys fees arising from the County's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the County be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Vendor designates the address set forth above as its place for receiving notice, and the County designates the following address for such notice:

County of Volusia, Florida
Office of Purchasing Director
123 W. Indiana Avenue, 3rd Floor
DeLand, Florida 32720-4608

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

12. Vendor and the County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

County Of Volusia, Florida	Vendor
BY: _____	BY: _____
NAME: Frank T. Bruno, Jr.	NAME: _____
TITLE: County Chair	TITLE: _____
DATE: _____	DATE: _____
ATTEST:	ATTEST:
BY: _____	BY: _____
NAME: James Dinneen	NAME:
TITLE: County Manager	TITLE: _____
DATE: _____	DATE: _____

EXHIBIT A

DESCRIPTION OF CONFIDENTIAL MATERIALS



RECEIPT FOR TRADE SECRET INFORMATION

Date:

Vendor:
Address:

Description of Trade Secret Information:

The County of Volusia by its undersigned officer does hereby acknowledge the receipt of the above-described materials and acknowledges that the same shall be held in accordance with the Non Disclosure Agreement between the County and the Vendor dated _____.

County Of Volusia, Florida

BY: _____ DATE: _____
NAME: _____
TITLE: _____

EXHIBIT A

2.0 SCOPE OF SERVICES

Volusia County desires to obtain the services of a qualified and experienced disaster and debris removal services firm that can provide professional technical services in the preparedness, response, recovery, and mitigation phases of any natural or man made disaster or emergency situation, in accordance with this RFP and the resulting Agreement, as ordered by the County. Response shall be deemed as having a Contractor's representative physically present at the County of Volusia 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.

All payments under the contract resulting from this Request for Proposal shall be made only for services requested and approved by the County as stated in the Task Order. There shall be no retainer paid in order to keep the contract in effect. The Contractor shall have the ability to guarantee operations, and pay vendors and sub-Contractors for sixty (60) days prior to receiving payments from the County.

The County is seeking firms to specifically provide designated disaster and debris services including operations and management, logistical support, construction and technical assistance before, during, or after any of the following potential or actual disaster situations including, but not limited to: Tornado, Hurricane, Wild Fire, Severe Weather Event or any other disaster or emergency. The County may, at its discretion, employ multiple Contractors to perform disaster recovery and debris removal services.

The Contractor shall disclose future debris management contractual obligations within the State of Florida throughout the term of the contract. Such disclosure shall be provided to the County within thirty (30) days of entering into said contractual obligation.

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

2.1 Debris collection

The Contractor shall provide disaster and debris management activities including, but not limited to complete documentation to support federal, state and local reimbursements, furnishing all labor, materials and equipment to accomplish the following types of tasks:

A. Clearing and/or removing debris from the public Right-of-Way (ROW), streets and roads or privately owned property as directed to secure the public safety. The Contractor will assist the County in obtaining rights of entry, hold harmless consents and insurance information from property owners prior to entry onto private property.

B. Establishment, management, permitting and operation of debris reduction sites to accept, sort, process, reduce, incinerate, and dispose of event related debris. All sites shall be approved by the County prior to the commencement of operations.

C. Demolition and removal of condemned structures and buildings that pose a threat to public safety that are a result of the disaster event.

D. Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling, and disposal.

E. Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the event.

F. Removal of sand and earthen materials from roads, streets, bridges and rights-of-way; screening sand and returning clean sand to beaches or other designated sites.

G. Cleaning and opening of drainage systems and retention areas.

H. All areas throughout the County where debris removal is accomplished and there is damage due to the Contractor's operations, the Contractor shall be responsible for returning those areas to their original condition. All damages to pavement, sidewalks, curbs, utility lines or any other infrastructure shall be repaired or restored to the satisfaction of the County.

I. Debris collection shall be performed in no more than three (3) separate passes. Written approval to commence work on each pass must be obtained from the County.

J. The County may elect to have the Contractor perform additional debris removal passes. These passes shall be performed for the unit prices contained in the Fee Schedule. The County shall issue a written change notice to authorize any additional passes.

2.2 Logistics activities

The Contractor shall provide activities, including but not limited to management, staff augmentation, support capabilities, consumables, temporary facilities, monitoring towers, transportation support (trucking and static support assets), power generation, portable lights, communications equipment, debris removal, deployable personnel, and major end items and development of operational procedures for Logistical Staging Areas (LSAs), base camps, comfort stations, food and lodging. The County will **not** pay any travel Per-Diem costs incurred by Contractor.

2.3 Documentation management and support

The Contractor shall provide data management and support to the County during the disaster recovery effort including but not be limited to:

A. Assist the County in the preparation of FEMA and State reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal.

B. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.

C. Utilize County tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and County reimbursement.

D. The Contractor shall conduct daily meetings with the County to provide updates on the status of operations, discuss issues/problems, and daily work schedules. The Contractor shall provide daily reports in a format approved by the County that detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done detailing the street names beginning and ending cross streets and address blocks and city limit lines when applicable where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The reports shall include issues requiring attention and other information requested by the County.

E. The Contractor shall maintain, in a approved and safe place at the site, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications along with Written Amendments, Change Orders, Work Change Directives, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during the

execution of the work. These record documents, together with all approved samples, shall be available to the County for reference. Upon completion of the work, these record documents and samples shall be delivered to the County.

2.4 Technical assistance expertise, guidance and participation in the following areas:

The Contractor shall provide technical expertise and guidance to support the County during the disaster recovery effort including but not limited to:

A. Comprehensive emergency management plan, including plan development, plan review and plan revision.

B. Damage assessment including, plan development, procedure development, and staff training and staff augmentation.

C. Critical facilities assessment, including facility inventory and facility assessments.

D. Comprehensive mitigation program development, including mitigation plan, staff training, cost benefit analysis, project management, GIS mapping, environmental review and staff augmentation.

E. Develop debris plan and County compatible GIS mapping, including staff training.

F. Project management to include the formulation and management of permanent work projects, task force management and management services for the County

G. Provide technical support and assistance in developing public information.

2.5 Debris monitoring

The County may employ the services of a debris monitoring consultant to provide oversight of the Contractors operations. The debris monitoring consultant acts as the County agent and has authority to act on its behalf, including direction to the Contractor on all operational, reporting and administrative matters.

2.6 Production rates for debris

The Contractor commits to the following productions rates for debris removal:

A. Up to one hundred thousand (100,000) cubic yards - 10 calendar days from Notice to Proceed (NTP).

B. Up to two hundred fifty thousand (250,000) cubic yards - 15 calendar days from NTP.

C. Up to five hundred thousand (500,000) cubic yards – 30 calendar days from NTP.

D. Up to one million (1,000,000) cubic yards – 60 calendar days from NTP.

E. Greater than one million (1,000,000) cubic yards – after 60 calendar days, two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.

F. Possessing the ability to be fully operational for the reduction and disposal of debris within 72-hours of initial NTP.

G. Possessing the ability to incinerate daily debris volumes within thirty (30) days on a first in, first out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

2.7 Contractor's Responsibilities at Temporary Debris Storage and Reduction Site (TDSRS)

The Contractor shall be responsible for the following:

A. Preparation and layout of the site; management, maintenance and operation of the TDSRS, including but not limited to, the sorting, segregation, processing and reduction (chipping, grinding or incineration); groundwater and soil testing; furnishing materials, supplies, labor tools and equipment necessary to perform services; providing traffic control, dust control, erosion control, inspection tower(s), utilities service, lighting, ash and HTW containment areas, fire protection, permits, environmental monitoring and safety measures; loading reduced/stored and initiating load tickets for final disposition; and closure and remediation of the TDSRS.

B. Contractor's TDSRS shall have appropriate site entrance and controls, four (4) person monitoring tower(s) built to the County's current building code standards, bathroom, 24-hour site management and communications.

C. A separate debris drop off area shall be established for the public. Such debris shall be quantified and documented for reimbursement based on mechanical consolidation and FEMA approved cubic yard estimates.

D. If incineration is used, the site shall have a 24-hour fire tender.

E. All waste received shall be processed within 60 days, in first-in-first-out processed basis where possible. Where the Contractor uses an existing disposal facility, the Contractor will be responsible for tip fee rate, not to exceed the

County approved rate(s). The Contractor shall be responsible for documenting cubic yardage and tip fee rate without mark up for reimbursement. If the TDSRS is located within the County's landfill it shall not obstruct or hinder the landfill's normal day-to-day operations. The TDSRS operations shall be segregated from the normal day to day operations at the land fill sites.

F. All TDSRS and other debris collection sites shall be maintained in full accordance with all applicable federal, state and local laws, ordinances, regulations and standards.

G. All equipment used in the performance of this contract shall be in good operating condition and in compliance with all applicable federal, state, and local laws, ordinances, regulations and standards. All equipment including, but not limited to grinding equipment, generators, light towers etc., shall be equipped with a properly functioning accurate hour meter.

2.8 Crew / Equipment Requirements

A. The Contractor's debris removal crews shall consist of the following minimum resources:

1. One (1) self loader or a combination of three hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment and;
2. One (1) saw man and (2) two laborers with all pertinent equipment and;
3. Two (2) flagmen for traffic control.

B. Prior to start of work, all vehicles used by the Contractor for debris collection must be measured for capacity, properly documented for FEMA purposes and appropriately marked by the County. Vehicles may be re-measured at any time at the discretion of the County.

2.9 Hot Spot Crew

The Contractor shall have at least one (1) hot spot crew. The crew shall consist of one (1) self-loader plus the minimum crew specified in above scope of services. The hot spot crew will respond to urgent requirements as directed by the County and shall begin operation within twenty-four (24) hours after NTP. The County may require additional hot spot crew(s) for each collection zone or region of the County.

2.10 Additional Services

The Contractor may be requested to perform all or none of the services detailed below. Fees for each service shall be listed in Exhibit B Fee Schedule.

A. Private Property Demolition—The Contractor shall operate beyond the public Right Of Way (ROW), only as identified and directed, in writing, by the County. Operations beyond the ROW on private property shall only be done, as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but is not limited to the demolition of structures and the removal and relocation of the debris to the public ROW.

B. Marine Debris Removal—The Contractor shall clear canals and waterways of debris only as identified and directed by the County, in writing.

C. Hazardous and/or Toxic Waste (HTW) Disposal—The Contractor shall collect, transport and dispose of HTW in accordance with all applicable federal, state and local laws, standards and regulations as directed by the County. The coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the Contractor.

D. Dead Animal Carcasses—As identified and directed by the County, the Contractor shall collect and haul dead animal carcasses, including but not limited to dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the TDSRS and/or final disposition site at an approved landfill.

E. Sand Screening—The Contractor shall screen all sand to remove Eligible Debris deposited as a result of a natural or manmade disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible Debris removed from the sand shall be collected, hauled and processed at the TDSRS.

F. Freon Recovery—The Contractor shall remove and recover Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site, in accordance with all federal, state and local rules, regulations and laws.

2.11 Additional Services to be provided at No Cost to the County

The services detailed below shall be provided to the County, if required at no additional cost to the County.

A. Training and Assistance—Sessions for all key County personnel and assistance in all disaster debris recovery planning efforts, as requested.

B. Preliminary Damage Assessment—Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-disaster damage and disaster-generated damage, documenting eligible costs and describing the physical and financial impact of the disaster.

C. Mobilization and Demobilization—All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

D. Mobile Command Unit—The Contractor shall provide use of the mobile command unit for County debris recovery management personnel, to serve as a field operations command center.

E. Temporary Storage of Documents—The Contractor shall provide storage of all disaster-related documents and reports for protection during the disaster event.

F. Debris Planning Efforts—The Contractor shall assist in all disaster debris recovery planning efforts, as requested by the County. These planning efforts shall include but shall not be limited to, development of a debris management plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance, following a disaster event.

G. Closure and Remediation of the TDSRS—The Contractor shall remove all Contractor equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state.

H. Reporting and Documentation—The Contractor shall provide and submit to the COUNTY all reports and documents as may be necessary to adequately document the Debris Recovery Services

I. White Goods—The Contractor shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws.

EXHIBIT B
FEE SCHEDULE FOR INITIAL THREE YEAR CONTRACT WITH TWO ONE-YEAR RENEWALS

The Contractor shall provide all labor, tools, equipment, mobilization, demobilization and other resources required to complete the requirements of the scope of services for the unit prices listed (including overhead and profit), including but not limited to the following requirements:

A. Eligible vegetation and woody storm debris, <u>including</u> stumps and/or residue removal, hauling, temporary storage and processing (incineration or grinding) of all debris at the TDSRS, as needed.

Project Size	Estimated Qty.	Unit Price	Total
Level 1 Local Storm, Tornado, Category 1 & 2 Hurricane	100,000 cy		
Level 2 Damage to one-half the county, category 3 or 4 hurricane.	600,000 cy		
Level 3 Catastrophe- Damage Countywide	1,300,000 cy		
Total Estimated Cost Item A:			

B Eligible storm damage debris or vegetation removal, hauling, at an approved County designated disposal site(s). Contractor shall compensate disposal facility a maximum of the County approved disposal rate.

Project Size	Estimated Qty.	Unit Price*	Total*
Level 1 Local Storm, Tornado, Category 1 & 2 Hurricane	25,000 cy		
Level 2 Damage to one-half the county, category 3 or 4 hurricane.	100,000 cy		
Level 3 Catastrophe- Damage Countywide	800,000 cy		
Total Estimated Cost Item B*:			

*Plus Tonnage disposal rate

Total Estimated Cost Items A & B: _____

EXHIBIT B FEE SCHEDULE		
1.	**Additional Services**	
a.	Private Property Demolition—The Contractor shall operate beyond the public Right Of Way, (ROW) only as identified and directed by the County. Operations beyond the ROW on private property shall only be necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but not be limited to, the demolition of structures and the removal and relocation of the debris to the public ROW.	***Show Equipment and Labor Rates on the Hourly Rate Schedule***
b.	Marine Debris Removal—The Contractor shall clear canals and waterways of debris, only as identified and directed to do so by an authorized agent of the County.	***Show Equipment and Labor Rates on the Hourly Rate Schedule***
c.	Hazardous and/or Toxic Waste (HTW) Disposal—The Contractor shall collect, transport and dispose of HTW in accordance with all applicable federal, state and local laws, standards and regulations as directed by the COUNTY. The coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the Contractor.	***Show Equipment and Labor Rates on the Hourly Rate Schedule***
d.	Dead Animal Carcasses—As identified and directed by an authorized agent of the County, the Contractor shall collect and haul dead animal carcasses, including but not limited to, dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the TDSRS and/or Final Disposition Site at an approved landfill.	$_____/lb.
e.	Sand Screening—The Contractor shall screen all sand to remove Eligible Debris deposited as a result of a natural or manmade disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or site designated by an authorized agent of the County. Eligible debris removed from the sand shall be collected, hauled and processed at the TDSRS.	$_____/Cy
f.	Freon Recovery—The Contractor shall remove and recover Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.	$_____/unit

In boxes where it states “Initial Only”, initials are being requested to indicate that the requirement is understood and agreed to by the Contractor.

EXHIBIT B FEE SCHEDULE		
2.	**ADDITIONAL SERVICES PROVIDED AT NO COST**	***Initial Only **** *(below)*
a.	Training and Assistance—Sessions for all key County personnel and assistance in all disaster debris recovery planning efforts, as requested.	***Initial Only ****
b.	Preliminary Damage Assessment—Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-disaster damage and disaster-generated damage, documenting eligible costs and describing the physical and financial impact of the disaster.	***Initial Only ****
c.	Mobilization and Demobilization—All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.	***Initial Only ****
d.	Mobile Command Unit—The Contractor shall provide use of the mobile command unit for County debris recovery management personnel to serve as a field operations command center.	***Initial Only ****
e.	Temporary Storage of Documents—The Contractor shall provide storage of all disaster-related documents and reports for protection during the disaster event.	***Initial Only ****
g.	Debris Planning Efforts—The Contractor shall assist in all disaster debris recovery planning efforts, as requested by the County. These planning efforts shall include, but not be limited to, development of a debris management plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.	***Initial Only ****
h.	Closure and Remediation of the TDSRS—The Contractor shall remove all Contractor equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor shall be responsible for the reclamation and remediation of the TDSRS site to its original state.	***Initial Only ****
i.	Reporting and Documentation—The Contractor shall provide and submit to the County, all reports and documents as may be necessary to adequately document the Debris Recovery Services.	***Initial Only ****
j.	White Goods—The Contractor shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws.	
3.	**TRAVEL AND PER DIEM COSTS**	
	The County shall **not** pay any Travel or Per Diem costs incurred by the Contractor.	***Initial Only ****

EXHIBIT B FEE SCHEDULE		
This rate schedule shall be utilized only upon written authorization from the Contract Administrator. *All Equipment Rates listed below include operator, fuel and maintenance costs.*		
Personnel/Equipment	**Hourly Rate**	**Day Rate**
30 Ton or Larger Crane	$	
Stump Grinder		
50’ Bucket Truck		
Track-Hoes-John Deere 690 or Equivalent		
Wheel-Loader 644 or Equivalent		
D-6 Dozers or Equivalent		
John Deere 544 or Equivalent		
Equipment Transports		
Service Trucks		
Bobcat Loader		
Tractor with Box Blade		
5-14 Cubic Yard Dump Truck		
15-24 Cubic Yard Dump Truck		
25-34 Cubic Yard Dump Truck		
35-44 Cubic Yard Dump Truck		
45-54 Cubic Yard Dump Truck		
55-64 Cubic Yard Dump Truck		
65-74 Cubic Yard Dump Truck		
75+ Cubic Yard Dump Truck		
Diamond Z or Equivalent Tub Grinder		
Water Truck (2,000 Gallon)		
Rubber Tire Backhoe		
Motor Grader		
Climber with Gear		
Superintendent with Truck		

EXHIBIT B
HOURLY FEE SCHEDULE

All Hourly Fee schedulse shall be utilized only upon written authorization from the Contract Administrator.
All Equipment Rates listed below include operator, fuel and maintenance costs.

Personnel/Equipment	Hourly Rate	Day Rate
Foreman with Truck		
Operator with Chainsaw		
Survey Personnel with Vehicle		
Traffic Control Personnel		
Inspector with Vehicle		
Safety Superintendent		
Laborer		
Project Coordinator		
Field Hazardous Material Manager		
Hazardous Material Containment Area Manager		
Field Project Supervisor		
Hazardous Material Containment Area Supervisor		
Field Project Foreman		
Hazardous Material Containment Area Foreman		
Field Hazardous Material Technician		
Hazardous Material Containment Area Technician		
Health and Safety Specialist		
Project Engineer		
Project Geologist		
Chemist		
Regulatory Manager		
Equipment Operator		
Asbestos Abatement Supervisor		
Asbestos Abatement Worker		
Asbestos Inspector		
Truck Driver		

EXHIBIT B HOURLY FEE SCHEDULE		
All Equipment Rates listed below include operator, fuel and maintenance costs.		
Personnel/Equipment	**Hourly Rate**	**Day Rate**
Administrative Assistant		
Clerical		
Pickup Truck		
Pickup Truck, Extended Cab		
Pickup Truck, 4X4		
Pickup Truck, 1 Ton		
Box Truck		
Passenger Car		
20’ Response Trailer		
36’ Response Trailer		
Office Trailer		
Flatbed Trailer		
12’ Work Boat with Motor		
12’ Work Boat without Motor		
Vacuum Truck, 3,500 Gallon		
Personal Protective Equipment/Level A Employee		
Personal Protective Equipment/Level B Employee		
Personal Protective Equipment/Level C Employee		
Cascade Air System Per Employee		
Air Filtration Panel		
Airline Respirator (includes 150’ of Airline)		
High Hazard Personnel Decontamination		
Low Hazard Personnel Decontamination		
Portable Eyewash Station		
First Aid Station		
Personnel Retrieval System		

EXHIBIT B HOURLY FEE SCHEDULE		
All Equipment Rates listed below include operator, fuel and maintenance costs.		
Personnel/Equipment	**Hourly Rate**	**Day Rate**
Personnel Retrieval Harness		
Combustible Gas Indicator		
Toxic Gas Detector		
Photoionization Detector		
Hazcat Kit		
Hand Auger, Stainless Steel		
Mechanized Broom		
Backhoe (35.00 a hour/after 8 hours)		
Backhoe Extend-a-hoe (40.00 a hour/after 8 hours)		
Track-hoe 490 or Equivalent (80.00/hour after 8 hours		
Bulldozer D4or Equivalent (70.00/hour after 8 hours		
12 Ton Lowboy (15.00/hour after 8 hours)		
50 Ton Lowboy (30.00/hour after 8 hours)		
Skid Steer (Bobcat – 35.00/hour after 8 hours)		
Dump Truck		
Hand Operated Transfer Pump		
1” Diaphragme Pump		
2” Diaphragme Pump		
2” Diaphragme Pump S.S.		
3” Diaphragm Pump		
1” Suction or Discharge Hose		
2” Suction or Discharge Hose		
3” Suction or Discharge Hose		
2” Chemical Suction or Discharge Hose		
3” Chemical Suction or Discharge Hose		
Small Compressor		

EXHIBIT B HOURLY FEE SCHEDULE		
All Equipment Rates listed below include operator, fuel and maintenance costs.		
Personnel/Equipment	**Hourly Rate**	**Day Rate**
185 CFM Compressor		
Air-hose Section		
Portable Light Stand		
4000-5000 Watt Generator		
Electrical Cord Section (50')		
Spike Bar		
Airless Spray		
Pressure Washer		
Water hose Section (Garden)		
Cutting Torch		
Wire Welder		
Air Blower		
HEPA Vac		
Barrel Cart		
Wheelbarrow		
Oil Dry Spreader		
Traffic Control Vest, Cones, Flags, Barrels, etc.		
Drill with Bits		
Grounding Cable and Rod		
Circular Saw		
Hand Tools Per Employee (Shovels, brooms, etc.)		
Tool Kit (Hammers, Pliers, Screwdrivers, etc.)		
Wrench Kit (Bung wrench, speed wrench, etc.)		
Step Ladders		
Extension Ladders		
Photographic Equipment		

EXHIBIT B HOURLY FEE SCHEDULE		
All Equipment Rates listed below include operator, fuel and maintenance costs.		
Personnel/Equipment	**Hourly Rate**	**Day Rate**
Port a John		
Level A Suit – Kappler Responder or Equal		
Level B Suite- Kappler Responder or Equal		
Tyvek		
Proshield		
Saranex		
Acid Suit		
Rain Suit		
Noeprene Gloves		
Nitrile Gloves		
Silvershield Gloves		
PVC Gloves		
Cotton or Latex Gloves		
Leather Work Gloves		
PVC Boots (Hazmat)		
Boot Covers		
Hearing Protection		
Detector Tubes		
Ph Paper		
Spill Classifier		
Vehicle Use – Pickup, Vans, Cars		
Vehicle Use – Trailers, Heavy Trucks		
SCBA Bottle Refill		
Respirator Airline, 50’ Section		
Respirator Cartridges		
Handheld Radios		

EXHIBIT B HOURLY FEE SCHEDULE		
All Equipment Rates listed below include operator, fuel and maintenance costs.		
Personnel/Equipment	**Hourly Rate**	**Day Rate**
5”X10’ Absorbent Boom- Petroleum		
8”X10’ Absorbent Boom – Petroleum		
3”X12’ Absorbent Boom – Universal		
Absorbent Pads Bundle – Petroleum		
Absorbent Pads Bundle – Universal		
Oil Dry		
Peat Moss		
Vermiculite		
Soda Ash Bag		
4 mil 20X100 Polyethylene		
6 mil 20X100 Polyethylene		
6 mil Bags		
Duct Tape		
55 – Gallon Drums		
55 – Gallon Drum Liners, 10 mil		
Fiber Drums		
30 Gallon Over-pack		
95 Gallon Poly Over-pack		
DOT Hazardous Waste Labels		
Fire Extinguisher		
Caution/Hazard Tape		
Respirator Wipes		
Kappler Tape		

EXHIBIT B
FEE SCHEDULE FOR INITIAL FIVE YEAR CONTRACT, WITH ONE FIVE YEAR RENEWAL

The Contractor shall provide all labor, tools, equipment, mobilization, demobilization and other resources required to complete the requirements of the scope of services for the unit prices listed (including overhead and profit), including but not limited to the following requirements:

B. Eligible vegetation and woody storm debris, <u>including</u> stumps and/or residue removal, hauling, temporary storage and processing (incineration or grinding) of all debris at the TDSRS, as needed.

Project Size	Estimated Qty.	Unit Price	Total
Level 1 Local Storm, Tornado, Category 1 & 2 Hurricane	100,000 cy		
Level 2 Damage to one-half the county, category 3 or 4 hurricane.	600,000 cy		
Level 3 Catastrophe- Damage Countywide	1,300,000 cy		
Total Estimated Cost Item A:			

B Eligible storm damage debris or vegetation removal, hauling, at an approved County designated disposal site(s). Contractor shall compensate disposal facility a maximum of the County approved disposal rate.

Project Size	Estimated Qty.	Unit Price*	Total*
Level 1 Local Storm, Tornado, Category 1 & 2 Hurricane	25,000 cy		
Level 2 Damage to one-half the county, category 3 or 4 hurricane.	100,000 cy		
Level 3 Catastrophe- Damage Countywide	800,000 cy		
Total Estimated Cost Item B*:			

*Plus Tonnage disposal rate

Total Estimated Cost Items A & B: _____

EXHIBIT B FEE SCHEDULE		
1.	**Additional Services**	
a.	Private Property Demolition—The Contractor shall operate beyond the public Right Of Way, (ROW) only as identified and directed by the County. Operations beyond the ROW on private property shall only be necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but not be limited to, the demolition of structures and the removal and relocation of the debris to the public ROW.	***Show Equipment and Labor Rates on the Hourly Rate Schedule***
b.	Marine Debris Removal—The Contractor shall clear canals and waterways of debris, only as identified and directed to do so by an authorized agent of the County.	***Show Equipment and Labor Rates on the Hourly Rate Schedule***
c.	Hazardous and/or Toxic Waste (HTW) Disposal—The Contractor shall collect, transport and dispose of HTW in accordance with all applicable federal, state and local laws, standards and regulations as directed by the COUNTY. The coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the Contractor.	***Show Equipment and Labor Rates on the Hourly Rate Schedule***
d.	Dead Animal Carcasses—As identified and directed by an authorized agent of the County, the Contractor shall collect and haul dead animal carcasses, including but not limited to, dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the TDSRS and/or Final Disposition Site at an approved landfill.	$_____/lb.
e.	Sand Screening—The Contractor shall screen all sand to remove Eligible Debris deposited as a result of a natural or manmade disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or site designated by an authorized agent of the County. Eligible debris removed from the sand shall be collected, hauled and processed at the TDSRS.	$_____/Cy
f.	Freon Recovery—The Contractor shall remove and recover Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.	$_____/unit

In boxes where it states “Initial Only”, initials are being requested to indicate that the requirement is understood and agreed to by the Contractor.

EXHIBIT B FEE SCHEDULE		
2.	**ADDITIONAL SERVICES PROVIDED AT NO COST**	***Initial Only **** *(below)*
a.	Training and Assistance—Sessions for all key County personnel and assistance in all disaster debris recovery planning efforts, as requested.	***Initial Only ****
b.	Preliminary Damage Assessment—Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-disaster damage and disaster-generated damage, documenting eligible costs and describing the physical and financial impact of the disaster.	***Initial Only ****
c.	Mobilization and Demobilization—All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.	***Initial Only ****
d.	Mobile Command Unit—The Contractor shall provide use of the mobile command unit for County debris recovery management personnel to serve as a field operations command center.	***Initial Only ****
e.	Temporary Storage of Documents—The Contractor shall provide storage of all disaster-related documents and reports for protection during the disaster event.	***Initial Only ****
g.	Debris Planning Efforts—The Contractor shall assist in all disaster debris recovery planning efforts, as requested by the County. These planning efforts shall include, but not be limited to, development of a debris management plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.	***Initial Only ****
h.	Closure and Remediation of the TDSRS—The Contractor shall remove all Contractor equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor shall be responsible for the reclamation and remediation of the TDSRS site to its original state.	***Initial Only ****
i.	Reporting and Documentation—The Contractor shall provide and submit to the County, all reports and documents as may be necessary to adequately document the Debris Recovery Services.	***Initial Only ****
j.	White Goods—The Contractor shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws.	
3.	**TRAVEL AND PER DIEM COSTS**	
	The County shall **not** pay any Travel or Per Diem costs incurred by the Contractor.	***Initial Only ****

EXHIBIT B FEE SCHEDULE		
This rate schedule shall be utilized only upon written authorization from the Contract Administrator. *All Equipment Rates listed below include operator, fuel and maintenance costs.*		
Personnel/Equipment	**Hourly Rate**	**Day Rate**
30 Ton or Larger Crane	$	
Stump Grinder		
50’ Bucket Truck		
Track-Hoes-John Deere 690 or Equivalent		
Wheel-Loader 644 or Equivalent		
D-6 Dozers or Equivalent		
John Deere 544 or Equivalent		
Equipment Transports		
Service Trucks		
Bobcat Loader		
Tractor with Box Blade		
5-14 Cubic Yard Dump Truck		
15-24 Cubic Yard Dump Truck		
25-34 Cubic Yard Dump Truck		
35-44 Cubic Yard Dump Truck		
45-54 Cubic Yard Dump Truck		
55-64 Cubic Yard Dump Truck		
65-74 Cubic Yard Dump Truck		
75+ Cubic Yard Dump Truck		
Diamond Z or Equivalent Tub Grinder		
Water Truck (2,000 Gallon)		
Rubber Tire Backhoe		
Motor Grader		
Climber with Gear		
Superintendent with Truck		

EXHIBIT B
HOURLY FEE SCHEDULE

All Hourly Fee schedulse shall be utilized only upon written authorization from the Contract Administrator.
All Equipment Rates listed below include operator, fuel and maintenance costs.

Personnel/Equipment	Hourly Rate	Day Rate
Foreman with Truck		
Operator with Chainsaw		
Survey Personnel with Vehicle		
Traffic Control Personnel		
Inspector with Vehicle		
Safety Superintendent		
Laborer		
Project Coordinator		
Field Hazardous Material Manager		
Hazardous Material Containment Area Manager		
Field Project Supervisor		
Hazardous Material Containment Area Supervisor		
Field Project Foreman		
Hazardous Material Containment Area Foreman		
Field Hazardous Material Technician		
Hazardous Material Containment Area Technician		
Health and Safety Specialist		
Project Engineer		
Project Geologist		
Chemist		
Regulatory Manager		
Equipment Operator		
Asbestos Abatement Supervisor		
Asbestos Abatement Worker		
Asbestos Inspector		
Truck Driver		

EXHIBIT B HOURLY FEE SCHEDULE		
All Equipment Rates listed below include operator, fuel and maintenance costs.		
Personnel/Equipment	**Hourly Rate**	**Day Rate**
Administrative Assistant		
Clerical		
Pickup Truck		
Pickup Truck, Extended Cab		
Pickup Truck, 4X4		
Pickup Truck, 1 Ton		
Box Truck		
Passenger Car		
20’ Response Trailer		
36’ Response Trailer		
Office Trailer		
Flatbed Trailer		
12’ Work Boat with Motor		
12’ Work Boat without Motor		
Vacuum Truck, 3,500 Gallon		
Personal Protective Equipment/Level A Employee		
Personal Protective Equipment/Level B Employee		
Personal Protective Equipment/Level C Employee		
Cascade Air System Per Employee		
Air Filtration Panel		
Airline Respirator (includes 150’ of Airline)		
High Hazard Personnel Decontamination		
Low Hazard Personnel Decontamination		
Portable Eyewash Station		
First Aid Station		
Personnel Retrieval System		

EXHIBIT B HOURLY FEE SCHEDULE		
All Equipment Rates listed below include operator, fuel and maintenance costs.		
Personnel/Equipment	**Hourly Rate**	**Day Rate**
Personnel Retrieval Harness		
Combustible Gas Indicator		
Toxic Gas Detector		
Photoionization Detector		
Hazcat Kit		
Hand Auger, Stainless Steel		
Mechanized Broom		
Backhoe (35.00 a hour/after 8 hours)		
Backhoe Extend-a-hoe (40.00 a hour/after 8 hours)		
Track-hoe 490 or Equivalent (80.00/hour after 8 hours		
Bulldozer D4or Equivalent (70.00/hour after 8 hours		
12 Ton Lowboy (15.00/hour after 8 hours)		
50 Ton Lowboy (30.00/hour after 8 hours)		
Skid Steer (Bobcat – 35.00/hour after 8 hours)		
Dump Truck		
Hand Operated Transfer Pump		
1” Diaphragme Pump		
2” Diaphragme Pump		
2” Diaphragme Pump S.S.		
3” Diaphragm Pump		
1” Suction or Discharge Hose		
2” Suction or Discharge Hose		
3” Suction or Discharge Hose		
2” Chemical Suction or Discharge Hose		
3” Chemical Suction or Discharge Hose		
Small Compressor		

EXHIBIT B HOURLY FEE SCHEDULE		
All Equipment Rates listed below include operator, fuel and maintenance costs.		
Personnel/Equipment	**Hourly Rate**	**Day Rate**
185 CFM Compressor		
Air-hose Section		
Portable Light Stand		
4000-5000 Watt Generator		
Electrical Cord Section (50')		
Spike Bar		
Airless Spray		
Pressure Washer		
Water hose Section (Garden)		
Cutting Torch		
Wire Welder		
Air Blower		
HEPA Vac		
Barrel Cart		
Wheelbarrow		
Oil Dry Spreader		
Traffic Control Vest, Cones, Flags, Barrels, etc.		
Drill with Bits		
Grounding Cable and Rod		
Circular Saw		
Hand Tools Per Employee (Shovels, brooms, etc.)		
Tool Kit (Hammers, Pliers, Screwdrivers, etc.)		
Wrench Kit (Bung wrench, speed wrench, etc.)		
Step Ladders		
Extension Ladders		
Photographic Equipment		

EXHIBIT B HOURLY FEE SCHEDULE		
All Equipment Rates listed below include operator, fuel and maintenance costs.		
Personnel/Equipment	**Hourly Rate**	**Day Rate**
Port a John		
Level A Suit – Kappler Responder or Equal		
Level B Suite- Kappler Responder or Equal		
Tyvek		
Proshield		
Saranex		
Acid Suit		
Rain Suit		
Noeprene Gloves		
Nitrile Gloves		
Silvershield Gloves		
PVC Gloves		
Cotton or Latex Gloves		
Leather Work Gloves		
PVC Boots (Hazmat)		
Boot Covers		
Hearing Protection		
Detector Tubes		
Ph Paper		
Spill Classifier		
Vehicle Use – Pickup, Vans, Cars		
Vehicle Use – Trailers, Heavy Trucks		
SCBA Bottle Refill		
Respirator Airline, 50’ Section		
Respirator Cartridges		
Handheld Radios		

EXHIBIT B HOURLY FEE SCHEDULE		
All Equipment Rates listed below include operator, fuel and maintenance costs.		
Personnel/Equipment	**Hourly Rate**	**Day Rate**
5”X10’ Absorbent Boom- Petroleum		
8”X10’ Absorbent Boom – Petroleum		
3”X12’ Absorbent Boom – Universal		
Absorbent Pads Bundle – Petroleum		
Absorbent Pads Bundle – Universal		
Oil Dry		
Peat Moss		
Vermiculite		
Soda Ash Bag		
4 mil 20X100 Polyethylene		
6 mil 20X100 Polyethylene		
6 mil Bags		
Duct Tape		
55 – Gallon Drums		
55 – Gallon Drum Liners, 10 mil		
Fiber Drums		
30 Gallon Over-pack		
95 Gallon Poly Over-pack		
DOT Hazardous Waste Labels		
Fire Extinguisher		
Caution/Hazard Tape		
Respirator Wipes		
Kappler Tape		

Exhibit C
06-P-89 BB
Project Specific Definitions

Authorized Agent of the County: County employees and/or contracted individuals designated in the resulting Contract or by the Project Manager.

Construction and Demolition Debris (C&D): Any discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and umber, from the construction or destruction of a structure.

Change Order: A written order issued by the County that orders minor changes in the Scope of Service, in accordance with Section 2.0 Exhibit A, but which does not involve a change in the Contract price or the Contract terms.

Chipping: Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching are often used interchangeably.

Clean Debris: Any solid waste which is virtually inert, which is not a pollution threat to ground water or surface waters, is not a fire hazard, and is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel.

Clean Wood: Wood, including lumber, tree and shrub trunks, branches, and limbs, which is free of paint, glue, filler, penthachlorophenol, creosote, tar, asphalt, other wood preservatives or treatments.

Debris: Scattered items and materials broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.

Debris Clearance. Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

Debris Removal: Picking up debris and taking it to a temporary storage site or permanent landfill.

Debris Disposal: Placing mixed debris and/or residue from volume reduction operations into an approved landfill.

Defective: An adjective which, when modifying the word “work” refers to work that is unsatisfactory, faulty or deficient, in that it does not conform to the scope of service detailed in the Contract or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract.

Demobilization: Upon completion of all services provided under the resulting contract, the Contractor shall remove all equipment, supplies and other materials involved in the performance of the services and shall leave the site clean and restored to the original state, to the satisfaction of the County.

Department of Public Works (DPW): Department typically responsible for clearing debris from the roads and rights-of-way.

Department of Solid Waste Management (SWM): Department responsible for managing and overseeing the collection and disposal of garbage, trash and disaster related debris.

Designated Disposal Facility: The place or places specifically designated by the County for the disposal

Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Eligible Debris: Debris that is eligible for reimbursement as defined by FEMA governing regulations and guidelines.

EOC: Emergency Operation Center located at 49 Keyton Drive, Daytona Beach, FL.

Federal Response Plan: A plan developed to facilitate the delivery of all types of Federal response assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies in providing Federal response assistance to supplement the State, tribal and local response efforts.

FEMA: Federal Emergency Management Agency.

Fill: Man-made deposits of earth or waste materials used to fill excavations, to increase the vertical or horizontal extent of land or solid waste disposal units, or to build embankments.

Final Disposition Site: Volusia County's Tomoka Landfill or other landfill specifically designated by the County's Project Manager, in writing.

FLDEM: Florida Department of Emergency Management.

Force Account Labor: State, tribal or local government employees engaged in debris removal activities.

Garbage: Waste that is regularly picked up by the Department of Solid Waste Management. Example: food, plastics, wrapping, papers.

Government Debris Management Sites: Any site approved by the County for debris collection and/or reduction, including TDRSRS'S and Citizen Disposal Sites.

Hazardous Waste: Material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. In accordance with Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Household Waste: Any solid waste, including garbage, trash, and sanitary waste in septic tanks, derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.

Household Hazardous Waste (HHW): Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders.

Hot Spots: Illegal dump sites that may pose health and safety threats.

Incident: Each disaster for which a Notice to Proceed (NTP) is issued.

Inspector: An authorized representative of the County assigned to make all necessary inspections of the Work performed, or being performed.

LSA: Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to trucks, cranes, trailers, heavy equipment, etc.

Materials recovery: Any process by which one or more of the various components in solid waste is separated and concentrated for reuse.

Milestone: A principal event specified in the Contract relating to an intermediate completion date or tome prior to Substantial Completion of all the Work.

Mutual Aid Agreement: An understanding between communities and States obligating assistance during a disaster.

Mobilization: Movement of all personnel, equipment, materials, tools and incidentals required to execute the Work detailed in the Contract to the Project Site defined by the County in the issuance of a Notice to Proceed.

Mulch: The end product of the chipping or grinding of wood products.

Notice to Proceed: A written notice issued to the Contractor, by the County's Purchasing & Contracts Division fixing the date on which the Contract times will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract.

Open Burning: The burning of any material under such conditions that the products of combustion are emitted directly into the atmosphere.

Partial Utilization: Use by the County of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

Project: The total Work to be provided under the resulting Contract that may be the whole or a part, as indicated elsewhere in the Contract.

Processing: Any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport, amenable to recovery, storage or recycling; safe for disposal; or reduced in volume or concentration.

Recycling: Any process by which solid waste or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Recycling Equipment: Machinery or equipment exclusively and integrally used in the actual process by which solid waste or materials which would otherwise become solid waste are separated or processed and reused or returned to use in the form of raw materials or products.

Resource Recovery: means the process of recovering materials or energy from solid waste, excluding those materials or solid waste under control of the Nuclear Regulatory Commission.

Rights-of-Way (ROW): The portions of land over which a facility, such as highways, railroads, or power lines are built. Includes land on both sides of the highway up to the private property line.

Scale/Weigh Station: A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly.

Site: Any area of land or water within the property boundaries of a solid waste management facility where one or more solid waste processing, resource recovery, recycling, storage, or disposal areas are located.

Special Wastes: means solid wastes that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps.

Storage Site: A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill.

Storm Debris: Debris that may be eligible for clearance, removal and disposal includes trees, sand and gravel, building wreckage, vehicles and personal property. The debris must be a direct result of the declared event, must occur within the designated disaster area and must be the responsibility of the applicant at the time of the disaster. Debris removal may be eligible when it:

- Eliminates immediate threats to lives, public health and safety;
- Eliminates immediate threats of significant damage to improved public or private property; and/or
- Ensures economic recovery of the affected areas to the benefit of the community-at-large.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of the County as evidenced by the County's definitive written approval, it is sufficiently complete, in accordance with the Contract so that the work (or specified part) is ready for final payment, as evidenced by the County's written approval of final payment.

Sweeps: The number of times a contractor passes through a community to collect all disaster related debris from the rights-of-way. Usually limited to three passes through the community.

Task Order: A written order issued by the County that defines the specific tasks the Contractor shall perform.

TDSRS: Temporary Debris Storage and Reduction Sites(s), including citizen site(s), located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.

Ticket: County Approved tracking document used to determine eligibility for payment requests.

Tipping Fee: A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

Toxicity Characteristic Leaching Procedure: TCLP a test designed to simulate the leaching a waste will undergo if disposed in a sanitary landfill. EPA developed the Toxic Characteristic Leaching Procedure to determine the toxicity of waste.

Trash: Non-disaster related yard waste, white metals, or household furnishings placed on the curbside for pickup by local solid waste management personnel. A resident must call for pickup. Not synonymous with garbage.

United States Army Corps of Engineers (USACE): A component of the U.S. Army that is responsible for constructing and maintaining all military bases and other government-owned and controlled entities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

White Metals: Household appliances, such as refrigerators, freezers, stoves, washers and dryers.

Woody Waste: Yard trash, Clean wood and tree remains, trees, and other vegetative matter that may be safely burned or chipped/shredded for reduction and reuse.

Work: The entire completed Project or the various separately identifiable parts thereof required to be furnished under the Contract. Work includes all tasks required to: (i) collect, sort, process and dispose of debris and to (ii) build, operate and maintain temporary debris-processing sites, as required by the Contract and is the result of performing or furnishing labor, materials, tools, equipment and other means necessary and incidental to the performance of such tasks as required by the Contract.

Work Plan: A detailed description of the Contractor's proposed means, methods and sequencing of the Work. Said plan shall include at a minimum:

Key staff, including their respective responsibilities and means of communicating with other staff and the County, including their cellular phone and/or pager numbers.

Contractor's Project Manager and designee who will be authorized to act of the Contractor's behalf.

A complete list of the Contractor's subcontractors, including the areas of the Work that each subcontractor will execute.

A complete list of equipment that will be utilized for the Project.

A complete list of temporary debris-processing sites required and how they will best be set up.
A detailed description of procedures that will be followed by the Contractor to document all Work efforts.

A proposed progress schedule indicating the number of days for completion of all areas of Work detailed in the Contract, including any Milestones specified in the Contract.

A traffic control plan

A list of any items or decisions that are required by the Contractor from the County to complete the Work in accordance with the requirements of the Contract.

Any/all modifications to the Work Plan shall be approved by the County prior to commencement.

Work Sites: Any location at which the Contractor is delivering contracted services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

Yard Trash: Vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

EXHIBIT D
COUNTY OF VOLUSIA

Cubic Yard Load Ticket **No. VC-0506001**

FIELD DATA

Contractor Name:

Truck Driver Name:

P/U Date: / / P/U Time:

RBS #	STREET NAME	ZONE #

Truck #: Truck Capacity (CY):

Materials:
- ☐ Vegetative
- ☐ Storm Damage Debris
- ☐ Other (State type) _____

Field Inspector: _____ Field Inspector ID: _____
Signature

TOWER DATA

Disposal Date: / / Disposal Time:

Truck Load Size (CY):

Disposal Site:

County Representative: _____ County Rep ID: _____
Signature

Government Inspector (if applicable): _____
Signature

White – County Green – Contractor Pink – Driver Gold - Other

Volusia County
FLORIDA

FINANCIAL AND ADMINISTRATIVE SERVICES
Purchasing and Contracts
123 West Indiana Avenue • Room 304• DeLand, FL 32720-4608
(386) 736-5935 • Fax (386) 736-5972
e-mail: purchasing@co.volusia.fl.us
www.volusia.org

April 7, 2006 PR-L-06-582

Subject: Addendum No. 1 for 06-P-89 BB / Debris Removal, Reduction & Disposal

The sign-in sheet from the pre-bid is being posted as Attachment A.

If you have any questions regarding this information, please contact Becki Bishop, Procurement Manager, at 386-822-5764, or via e-mail at rbishop@co.volusia.fl.us.

Very truly yours,

Cheryl L. Olson, C.P.M., CPM
Director of Purchasing and Contracts

Please sign and return with proposal.

Vendor _____

Signed by: Name/Position _____

Phone No. _____ Date _____

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NOT RESPONSIBLE.

SIGN IN SHEET

Contract Title: Debris Removal, Reduction & Disposal

RFP No. 06-P-89 BB

MEETING TIME & PLACE: April 4, 2006 at 1:00 p.m. in the Purchasing Conference Room

Please Print Name	Company & Address	Phone & Fax
Donna Wagner	County of Volusia 123 W. Indiana Ave. DeLand, FL 32720-4608	P(386)736-7009 F(386)736-5972
e-mail address: dwagner@co.volusia.fl.us		
R+R Dozer Service	Rich Zivitski Ryan Zivitski	P(386-615-0880 F(386-615 0450
e-mail address: American mulch @Netscape.com		
Phase/LLC	Doug Elliott	P( )386-2146972 F( )3862826082
e-mail address: Ph21@aol.com		
Ernie Bearden	JB Coxwell 6741 Lloyd Rd W Jacksonville Florida 32254	P( ) 904-7861088 F( ) 904 5455464
e-mail address:		
		P( ) F( )
e-mail address:		

TFR

TFR Enterprises
10731 East Crystal Falls Pkwy
Leander TX
P( ) 512-260-3322
F( ) 512-528-1942

e-mail address: _____

HARTY TRACTOR SERVICE

Jose Alvarez
P.O. Box 741674
Orange City, FL 32774
P( ) 386-775-1005
F( ) 386-775-1253

e-mail address: Jose@HartyTractor.com

Crowder-Gulf
Disaster Recovery Debris Mgt.

Charlie Hunter
5435 Basiness Parkway
Theodore, AL 36582
P( ) 800-992-6207
F( ) 850-528-8015

e-mail address: www.crowdergulf.com

SRS. Inc

Jimmy Wilkerson
1609 Veterans Memorial Pkwy
Tuscaloosa AL
35404
P( ) 205-556 0049
F( ) 205-469-2038

e-mail address: _____

Wood Resource Recovery

INC: Levin Gaston
10606 SR 121 North
Gainesville FL 32653
352
P( ) 378-9133
F( ) 336-7429

e-mail address: lgaston@gastonstreeservice.com

Doug Connor, Inc (DCI)

Dana Connor
PO Box 361877
Melbourne FL 32936
321
P( ) 288 4844
F( ) 259-8453

e-mail address: DougConnorInc@aol.com

_____

_____
_____
_____
P( ) _____
F( ) _____

e-mail address: _____

P( )
F( )

e-mail address: ABC Land Clearing + Delp-

James Goins P( ) #06-P-89BB
636-4734 F( )

e-mail address: ~~COCOA Fl~~ 32922

Grubbs Emergency Svc. Kelly Underwood 352 P( ) 796-7127
1115 S. Main St. F( ) 797-7598
Brooksville, Fl. 34601 352

e-mail address: kunderwood@grubbses.com

Stephen Harty Hartz Tractor Serv. 386 P( ) 775 1005
F( ) 775 3799

e-mail address: Steveh@hartztractor.com

[signature] TAG Grinding Services Inc. P( ) 770-969-7980
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Palmetto, GA 30268 770

e-mail address: taggrindingservi@bellsouth.com -

Rob Damaré Omni Pinnacle P(985) 645-0306
130 W. Howze Beach Rd F(985) 643-4334
Slidell, LA 70458

e-mail address: rob@omnipinnacle.com (cell)(985) 960-2446

Mike Stokes DRC Emergency Serv. LLC P(386) 547-7021
740 Museum Dr F(386) 409-7242
Mobile, Al. 36608

e-mail address: samsola363@AOL.com

Volusia County
FLORIDA

FINANCIAL AND ADMINISTRATIVE SERVICES
Purchasing and Contracts
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(386) 736-5935 • Fax (386) 736-5972
e-mail: purchasing@co.volusia.fl.us
www.volusia.org

April 11, 2006 PR-L-06-587

Subject: Addendum No. 2 for 06-P-89 BB / Debris Removal, Reduction & Disposal

The closing date for this solicitation has been changed to April 25, 2006 at 3:00 p.m. EST.

If you have any questions regarding this information, please contact Becki Bishop, Procurement Manager, at 386-822-5764, or via e-mail at rbishop@co.volusia.fl.us.

Very truly yours,

Cheryl L. Olson, C.P.M., CPM
Director of Purchasing and Contracts

Please sign and return with proposal.

Vendor _____

Signed by: Name/Position _____

Phone No. _____ Date _____

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NOT RESPONSIBLE.

Volusia County
FLORIDA

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April 13, 2006 PR-L-06-610

Subject: Addendum No. 3 for 06-P-89 BB / Debris Removal, Reduction & Disposal

This addendum is being issued to address the following questions:

Question 1: Exhibit B Fee Schedule, Page 1 of 10: The way I understand the first price matrix B that has 100,000 cubic yards, 600,000 cubic yards and 1,300,000 cubic yards listed, is that the debris shall be material picked up from the right of way, hauled to TDSRS and processed. Is this correct?

Response: Yes. However, the debris could be from the right of way or other locations, as identified by the County. The price per cubic yard should be inclusive of the disposal of all TDSRS residual waste at an approved landfill or reuse.

Question 2: I understand the second price matrix, also marked B, which has 25,000 cubic yards, 100,000 cubic yards and 800,000 cubic yards listed to be material that has been processed at the TDSRS and will be hauled to County landfill or other landfill in the County for final disposal. Is this correct?

Response: No. The price requested is for any debris that is hauled to an approved County disposal site(s).

Change in terms and conditions – Section 3.38 has been changed to read as follows:

3.38 Performance and Payment Bonds

Contractor shall furnish Construction Performance and Payment Bonds in conformance with Florida Stature 255.05 in the amounts indicated below within seven days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under the resulting Contract. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Bonds may be in the form of a bond, cashier's check or Irrevocable Letter of Credit (ILOC). The bond shall be issued by an agency authorized to do business in the State of Florida with a rating

of "A" or higher, as listed in the A.M. Best & Company latest published rating. An attorney in fact who signs Performance and Payment Bonds must file with the bond a certified copy of his/her power of attorney to assign said bond.

Level 1 Event/ Tropical Storm to Hurricane Category I, shall be in the amount of four million ($4,000,000.00) dollars.

Level II Event/ Hurricane Category II shall be in the amount of ten million ($10,000,000.00) dollars.

Level III Event/ Hurricane Category III and above shall be in the amount of twenty five million ($25,000,000.00) dollars.

Performance and Payment Bond amounts for other events shall be determined based on the severity and magnitude of the event.

Performance and Payment Bonds for each event shall comply with all other requirements, unless otherwise stated. If the catastrophic event diminishes after the Event Notice to Proceed is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said event.

If you have any questions regarding this information, please contact Becki Bishop, Procurement Manager, at 386-822-5764, or via e-mail at rbishop@co.volusia.fl.us.

Very truly yours,

Cheryl L. Olson, C.P.M., CPM
Director of Purchasing and Contracts

Please sign and return with proposal.

Vendor _____

Signed by: Name/Position _____

Phone No. _____ Date _____

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NOT RESPONSIBLE.

Volusia County
FLORIDA

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April 20, 2006 PR-L-06-639

Subject: Addendum No. 4 for 06-P-89 BB / Debris Removal, Reduction & Disposal

Question: What are the locations of the county's designated disposal sites?

Answer: Tomoka Farms Road Landfill, 1990 Tomoka Farms Road, Daytona Beach (TDSRS & Final Disposal Site) and Plymouth Landfill, 1991 W Plymouth Avenue, DeLand (TDSRS only).

Question: Is the tipping fee reimbursable at cost **or** is the Contractor responsible for the disposal fee without receiving reimbursement?

Answer: The tipping fee is reimbursable.

Question: If the contractor is responsible for the tipping fee without reimbursement what is the amount of the County's maximum approved disposal rate?

Answer: The tipping fee is reimbursable.

No additional questions will be addressed, nor will another addendum issued.

If you have any questions regarding this information, please contact Becki Bishop, Procurement Manager, at 386-822-5764, or via e-mail at rbishop@co.volusia.fl.us.

Very truly yours,

Cheryl L. Olson

Cheryl L. Olson, C.P.M., CPM
Director of Purchasing and Contracts

Please sign and return with proposal.

Vendor _____

Signed by: Name/Position _____

Phone No. _____ Date _____

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NOT RESPONSIBLE.

06-P-89 BB Tabulation
Debris Removal, Reduction & Disposal

April 25, 2006 Opened by: Lynne Bates Recorded by: Becki Bishop

Respondents	Level 1 - Local Storm Tornado, Category 1 & 2 Hurricane	Level 2 - category 3 or 4 Hurricane, damage to one half of the county	Level 3 Catastrophe- Damage Countywide
Grubbs Emergency Services LLC Brooksville, FL	X	X	X
AshBrit Environmental Pompano Beach, FL	X	X	X
DRC Emergency Services, LLC Mobile, AL	X	X	X
*Phillips & Jordan, Inc. Fort Meyers, FL	X	X	X
*All Florida Land Cleaning, Inc. Hialeah, FL	X	X	X
Storm Reconstruction Services, Inc. Tuscaloosa, AL	X	X	X
Asplundh Environmental Services, Inc. Fairhope, AL	X	X	X
D&J Enterprises, Inc. Auburn, AL	X	X	X
Crowder-Gulf Theodore, AL	X	X	X
Omni Pinnacle, LLC Slidell, LA	X	X	X

*No CD

August 10, 2006	**AGENDA ITEM**		Item 31
[ ] Ordinance	[ ] Resolution	[ ] Budget Resolution	[X] Other

Department: Public Works **File Number:** VC-1153832473772-A

Division: Road and Bridge

Subject: Request For Proposal (RFP) #06-P-89BB for Debris Removal, Reduction and Disposal

Account Number(s): N/A

Total Item Budget: N/A

Staff Contact(s): George Recktenwald Phone: 736-5965 ext. 2207

Summary/Highlights:
Volusia County staff was directed to obtain the services of qualified and experienced disaster and debris removal firms for the provision of professional technical services in the preparedness, response, recovery, and mitigation phases of any natural or man-made disaster or emergency situation. The County "piggybacked" existing contracts of neighboring jurisdictions for the 2004 storms.

Staff proposes to have five contractor agreements to select from during an event(s) that will provide designated disaster and debris services, including but not limited to, debris removal and disposal operations and management, FEMA/FHWA reimbursement support and technical assistance before, during, or after a disaster.

Request for Proposal (RFP) #06-P-89BB was properly noticed and advertised to sixty-

Recommended Motion:
Request approval to award Request For Proposal (RFP) #06-P-89BB for Debris Removal, Reduction and Disposal contracts to Crowder-Gulf Joint Venture, Inc., Theodore, Alabama; DRC Emergency Services, LLC, Mobile, Alabama; Phillips and Jordan, Inc., Fort Meyers, Florida; Storm Reconstruction Services, Inc., Tuscaloosa, Alabama (3 year term); and Omni Pinnacle, LLC, Slidell, Louisiana, as presented.

John Angiulli Proxy for George Recktenwald Director Public Works Ginger Nogueira, Interim Director Road and Bridge	Purchasing Approved in Accordance with Policies & Procedures OMB Approved as to Budget Requirements	Legal Approved as to Form and Legality	Betty Holness County Manager's Office Approved Agenda Item For: **August 10, 2006**

Council Action:

[X] Approved as Recommended
[] Approved With Modifications
[] Disapproved
[] Continued Date:

Modification:

Summary/Highlights Continued:
two (62) potential providers. Nine responsive and responsible proposals were received (please see the attached tabulation).

The Selection Committee was comprised of:

Dwight Lewis, Council Member
George Recktenwald, Interim Public Works Director
John Angiulli, Public Works Operations Manager
Ginger Nogueira, Interim Road and Bridge Director
Joe Grusauskas, Solid Waste Director
Tim Baylie, Leisure Services Activity Project Manager.

The recommendation of the committee was to negotiate contracts with the following five firms with terms as indicated:

Crowder-Gulf Joint Venture, Inc., Theodore, Alabama (5 year term);
DRC Emergency Services, LLC, Mobile, Alabama (5 year term);
Phillips and Jordan, Inc., Fort Meyers, Florida (3 year term);
Storm Reconstruction Services, Inc., Tuscaloosa, Alabama (3 year term); and
Omni Pinnacle, LLC, Slidell, Louisiana (5 year term).

The firms that are being recommended for an initial three year term are due to the fact that these firms did not provide a proposal for a five year term.

Copies of the contracts and financial details are available in the Purchasing and Contracts Division office.

Appendix M
RFP 07-P-139BB DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES

RFP NO. 07-P-139BB

REQUEST FOR PROPOSAL

FOR

DISASTER DEBRIS MANAGEMENT

AND SUPPORT SERVICES

Closing Date: September 11, 2007

Pre-proposal meeting: August 24, 2007

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1.0 PURPOSE & OVERVIEW

Volusia County is seeking proposals from qualified firms to provide professional services to assist with the management of disaster debris collection activities for the County. The consultant is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The consultant will advise and support the County during a disaster recovery effort and will be responsible for the overall monitoring of debris collection contractors. This will include monitoring recovery contractor's progress and recommending efficiencies to improve and expedite recovery work. The consultant shall coordinate with the disaster debris contractor(s) and the County to insure a compliant, well-managed and organized approach to debris collection and disposal.

The purpose of this Request for Proposals (RFP) is to put in place an indefinite delivery/indefinite quantity Agreement for Disaster Debris Management and Support Services based upon the specifications detailed herein. Work Orders will be issued against the Agreement, as necessary to complete work. What follows is a general description of the work anticipated.

2.0 SCOPE OF SERVICES

2.1 Project Management and Administration

A. The consultant shall appoint a qualified and experienced Project Manager for overall coordination and communication with the County. The Project Manager shall remain on the job and available to the County at all times during the operational phases of the debris collection and disposal project.

B. The consultant shall be prepared to supply a temporary field office for the monitoring staff. The field office shall include all necessary communication and office equipment, and supplies to effectively implement assigned duties.

C. Examples of project management and administrative responsibilities include but are not limited to:

1. Coordinate daily briefings with key operational staff, County staff and debris removal contractor(s) to review, formulate and update debris removal operations and strategies. Scheduling, managing and conducting periodic meetings with field staff and contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris removal contractor(s) and the debris removal operation.

2. Provide a daily report of the debris contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the County's Project Manager or designee.

3. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.

4. Hire, train, deploy and supervise all field collection monitors and staff.

5. Conduct debris surveys and perform debris estimation by debris types.

6. Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.

7. Track and coordinate responses to problems identified in the field, citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. Consultant shall maintain a detailed database of customer complaints and resolutions.

8. Ensure that debris reduction and disposal sites have access control and security. Conduct end of the day duties and verify that all vehicles have left the disposal site at the specified time established by the County.

9. Ensure the field collection monitors are accurately recording the streets and locations where debris was collected. Maps shall be posted daily in a central location at the County and updated by 10:00 AM of each business day illustrating the progress from the previous day's work.

10. Schedule work for all team members and contractors on a daily basis.

11. Conduct safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.

12. Monitor the debris removal contractor for compliance.

13. Provide training to County staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor(s), County, state and federal agencies.

14. Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc. Such forms and invoices shall be compatible with County software and approved by the County's Project Manager or designee. The County utilizes Microsoft products (Excel, Access and Sequel Server).

15. Daily personnel tracking sheets (field reports) shall be maintained for all consultant personnel assigned to the project.

16. Set up schedules for monitors each day and determine cleanup crew

assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.

17. Prepare daily and periodic tracking reports to support debris removal, Temporary for Debris Storage and Recovery Site (TDSRS) Operations and final debris disposal and audit purposes. Includes maintaining a database of debris managed, costs incurred and reconciliation of debris collection and contractor invoices.

18. Compile records and assist the County with the preparation of required forms for reimbursement.

2.2 Collection Monitoring

A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by collection monitors to ensure debris eligibility. The Consultant shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed.

B. The Consultant shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the County. This team will monitor the debris contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the County through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.

C. When a field collection monitor signs a load ticket, he or she is certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the County.

D. Examples of collection monitoring quality control tasks include but are not limited to:

1. Verification that all debris picked up is a direct result of the disaster.

2 Accurately recording the addresses, streets and locations where debris was collected;

3 Verification that the debris collection contractor(s) are working in their assigned collection areas and roads;

4. Stop work in progress that is not being performed or documented in the approved manner. Such work should be documented, noted for

nonpayment and brought to the attention of the County's Project Manager;

5. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas;

6. Ensure compliance with County contracts and Federal/State requirements by all subcontractors;

7. Maintain and catalog/index all photo documentation of recovery work on a daily basis;

8. Identification of eligible stumps, hangers and leaners. Coordinate with the County and federal/state representatives for eligibility determination and ensure documentation (forms, photos, etc) are completed for reimbursement purposes;

9. Ensure that contractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.

10. Coordinate with the County to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. Consultant shall maintain a detailed database of customer complaints and resolutions.

2.3 Load Ticket Process Development

A. The Consultant shall establish an organized process that ensures complete and accurate data is being recorded on an approved debris load ticket. Load tickets shall consist of multi-copy pages. The Consultant shall retain original completed tickets on behalf of the County and copies provided to the debris removal contractors, vehicle drivers, etc., as appropriate. Tickets shall be filed in ticket number order and scanned. Scanned tickets shall be cataloged by ticket number order, easily retrievable, printable and cataloged /indexed with accompanying photos. Original tickets retained by the Consultant on behalf of the County shall be cataloged /indexed with accompanying photos. The hardcopy and electronic versions of the tickets shall be turned over to the County upon completion of the project.

B. Load tickets shall include the following minimum information:

1. Date
2. Time
3. Map page
4. Section number
5. Complete street address of closest property
6. Nearest cross street(s)
7. Vehicle tag number
8. Type of debris

9. Vehicle certification number
10. Percent of volume (PV)
11. Driver name (printed) and signature
12. Field monitor's name (printed) and signature
13. Name of sub-contractor
14. Tower monitor's name (printed) and signature

2.4 Disposal Site Monitoring

A. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the disposal site monitors. The Consultant shall ensure that disposal site and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).

B. The Consultant shall provide disposal site monitors and Spotters to observe debris unloading operations at the County's designated disposal site(s). A minimum of two disposal site monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.). The Consultant shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a full tailgate. Additionally, the disposal site monitor shall calibrate their debris vehicle load determinations daily with the FEMA monitors. Disposal site monitors are expected to provide volume determination consistent with FEMA.

C. When a field collection monitor signs a load ticket, he or she is certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the County.

C. The Consultant's Project Manager shall conduct field quality inspections to check and verify information on debris removal and at Temporary Debris Staging and Reduction Sites (TDSRS) located throughout the County.

D. Examples of disposal site monitoring tasks include but shall not be limited to:

1. Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by County.

2 Coordinate with all local, state and federal agencies as needed for TDSRS on issues such as notification, obtaining permits, determining reimbursement, etc.

3. Provide preliminary assessment and documentation of TDSRS and assist in return of site to original conditions.

4. Provide personnel to supervise the operation of TDSRS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.

5. Monitor and record the cubic yard capacity of each debris removal vehicle added into service; this shall be the physical internal measurement of the storage bed or trailer with deductions for unusable areas.

6. Conduct end of day activities, such as verifying completion of debris crew assignments, completion of all record keeping, vehicles have left disposal site and locking down facilities.

2.5 Debris Vehicle Certification

A. All debris hauling vehicles shall be measured and certified prior to performing debris removal. The Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the County and provided to the County upon project completion. Additional copies shall be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed once every two weeks to ensure no vehicle modifications have been made and to confirm data accuracy.

B. The Consultant shall measure the usable space of each debris collection vehicle for volume and certify that capacity. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show the following at a minimum:

1. Vehicle make, model
2. Length
3. Width
4. Depth
5. Gross volume in cubic yards
6. Reduction areas such as wheel wells to reduce volume areas in cubic yards
7. Net volume in cubic yards
8. Tag number of vehicle
9. Company vehicle number
10. Driver of vehicle name (printed) and signature
11. Disposal site monitor name (printed) and signature certifying vehicle
12. Date
13. Vehicle certification number

C. When a debris site monitor signs a vehicle certification, he or she is certifying that **ALL** information is complete and correct. The debris site monitor shall not sign or accept any partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the County.

2.6 Public Information Assistance

A. The Consultant shall provide regular status updates to the County's Project Manager for public information use.

B. The Consultant shall provide appropriate staff to assist with public telephone inquiries and complaints regarding debris removal operations. Customer calls shall be documented and a status maintained to track complaint resolution. Damage complaints concerning the debris removal shall be tracked and reported by debris contractor(s) and forwarded to the project management team to be resolved with the debris contractor. A weekly log of such complaints and their resolution shall be provided to the County's Project Manager.

C. The Consultant shall provide the County's Project Manager and the debris contractor(s) with daily updates on the quantities and type of debris collected. Each daily report shall contain the following:

1. Contractor name
2. Contract number
3. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled. This reporting is due no later than 10:00 A.M. the following business day or as requested by the County.

D. The Consultant shall provide a colored collection status map, electronically prepared in ADOBE .pdf format, weekly. This map shall show areas currently collected, debris pass number, as well as areas to be collected for the upcoming week. The map is due to the County by noon (12:00 P.M.) every Monday. Maps shall be provided in various sizes and quantities as determined by the County's Project Manager.

2.7 Database Reporting

A. The Consultant shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including the scanned ticket images and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA and FHWA), state and local reimbursements, and subsequent audits.

B. A single Microsoft Access Database shall be created by the Consultant. This database shall include all information on debris removal and disposal including

but not limited to:

1. Complete load ticket information,
2. Vehicle certification information,
3. Stump removal information,
4. Hanger removal data,
5. Leaner removal information.

Any electronic reporting from this database must be provided in either Adobe or Microsoft Excel. The database created by the Consultant shall be given to the County with user documentation at the conclusion of the event. The Consultant shall ensure the County can navigate, perform searches and produce reports from the final database.

2.8 Payment Monitoring and Reconciliation Process

The Consultant shall review, validate and reconcile debris removal contractor(s) invoices prior to submission to the County for processing. The Consultant shall conduct a meeting at the beginning of the debris removal operation to fully explain the process to the County, debris contractor(s) and FEMA representatives. All invoices from the debris contractor(s) shall be directed to the monitoring consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the monitoring consultant to be accepted or rejected. The monitoring consultant shall issue in writing to the County and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring consultant shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. Only invoices that are one hundred (100%) percent accurate and complete will be forwarded to the County's Project Manager for payment.

2.9 Reporting to the County's Project Manager

The Consultant shall contact the County's Project Manager, at a minimum, twenty-four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the County when there is no advance notification/warning. The Consultant shall report to the County Project Manager or designee within eight (8) hours of being given a Notice to Proceed.

2.10 Staffing Plan

The Consultant shall include in the response to this RFP a management plan that will outline how the Consultant proposes to handle the specified services, staffing (administrative and field), and equipment necessary to meet the County's requirements as identified in this RFP. The Consultant shall submit a list of key personnel to be used in the resulting Agreement, which shall include names and resumes. The supervising staff shall speak English and be able to effectively communicate with the drivers. The Consultant may use other positions as necessary. All such positions and their purpose or role in the monitoring operations shall be identified.

2.11 Other Related Services

A. Event Closure

The Consultant shall assist the County in preparing final reports necessary for reimbursement by FEMA, FHWA (Federal Highway Administration) and other applicable agencies for disaster recovery efforts by County staff and designated debris removal contractors. The Consultant shall assist in reviewing and processing requests for payment by the debris removal contractor(s).

B. Federal Funding

To ensure that processing of federal funding is done as quickly as possible, the following information and its accuracy is the responsibility of the Consultant:

1. Debris related invoices,
2. Monitoring information,
3. Reports,
4. Load tickets,
5. Consultant payroll,
6. Equipment hours
7. Vehicle certifications
8. Start and end dates of the first debris removal pass and all subsequent passes.

C. Compliance

The Consultant shall provide professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP) regulations, Florida Department of Transportation (FDOT), Florida Department of Forestry (DOF), FEMA reporting requirements, and any other federal, state, or local regulation. The Consultant shall stay current with FEMA and FHWA policies and procedures and notify the County's Project Manager immediately as changes occur.

D. Meetings with County Personnel

The Consultant shall meet with County representatives and the debris contractor daily during disaster event activation. During periods without a disaster, the Consultant shall meet with the County's Project Manager or designee at least once a year at no cost to the County. This meeting shall occur prior to the hurricane season.

E. Additional Services

The Consultant shall be capable of providing a 1-800 service to respond and report on resident inquiries during the debris recovery activity.

Services not specifically identified in any written Agreement derived from this request may be added to the Agreement upon mutual consent of the contracting parties without further competition.

3.0 GENERAL TERMS & CONDITIONS

3.1 RFP Closing Date

Proposals must be received by the Volusia County Purchasing Office, Room **304,** Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than **3:00 p.m., local time, on Tuesday, September 11, 2007.** Proposals received after this time will not be considered.

3.2 Proposed Schedule

08/03/07	Release date for Request For Proposal
08/24/07	Pre-proposal Conference
09/11/07	Closing Date
week ending 9/28/07	Evaluation Complete
10/18/07	Recommendation to Council

3.3 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):
County of Volusia, Florida
Purchasing Office, Room **304**
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) **"RFP # 07-P-139BB, Debris Management & Support Services"**

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to Room **304**, in the Purchasing Office on the third (3rd) floor at the above address. To be considered, **a proposal must be received and accepted in the Purchasing Office before the RFP Closing Date and Time.**

3.4 Pre-proposal Conference

A. A pre-proposal conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, Room 304, DeLand, FL, at 9:00 a.m., local time, Friday, August 24, 2007. While this is not mandatory, all interested parties are encouraged to attend and participate.

B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the

Volusia County Purchasing Division Office in DeLand (386) 736-5935 at least five (5) days prior to the date.

3.5 Public RFP Opening

A. Only the names of the firms submitting proposals will be read aloud at the RFP opening. The proposals will be available for inspection during normal business hours in the Purchasing Office within ten (10) days of the closing date, by appointment (Florida Statute 119.071 (1) (b).

B. A complete tabulation of proposals will be available after it is completed. A copy of the completed proposal tabulation will be available on our Purchasing web page at http://vcservices.vcgov.org/bidlistnet1 within ten (10) working days.

C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Volusia County Purchasing Office in DeLand, (386) 736-5935 at least five (5) days prior to the date.

3.6 Proposal Form

A. See **Submittal Requirements** for complete details.
It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information.

B. Each bidder shall submit eight (8) complete sets of the Bid Submittal:

- **One (1)** hard copy marked "ORIGINAL"
- **Six (6)** hard copies marked "COPY"
- **One COMPLETE electronic copy on a CD in PDF format (Excel spreadsheets shall not be recorded in PDF).** Note solicitation number and name of company **on the disk**.

If a Non-disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD. Confidential materials shall be segregated on a separate CD, plainly labeled "Confidential Materials".

D. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.7 Questions Concerning RFP

A. Questions concerning any portion of this RFP shall be directed in writing or by e-mail to the Procurement Manager named below, who shall be the official point of contact for this RFP. Questions should be submitted at least seven (7) days before the closing date.

B. Mark cover page or envelope(s) **"Questions on RFP #07-P-139BB, Disaster Debris Management & Support Services."**
Submit questions to:
Becki Bishop, Procurement Manager
Telephone: 386-822-5764
Fax: 386-736-5972
E-mail: rbishop@*co.volusia.fl.us*

3.8 Clarification and Addenda

A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 386-736-5972) through the Procurement Analyst named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

B. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Volusia County web site at http://vcservices.vcgov.org/bidlistnet1 for any addenda.**

3.9 Award

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

3.10 Other Agencies

A. All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms and conditions.

B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city municipality or agency, nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency will issue its own purchase order to the awarded respondent(s).

3.11 F.O.B. Point

The F.O.B. points for this contract and for all purchases made under it shall be as specified by the using department (in accordance with the RFP proposal form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the seller / respondent and the carrier.

3.12 Assignment

The awarded respondent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the County of Volusia, Director of Purchasing and Contracts. County Council shall approve any requests for assignments and/or sub-letting of leasing contracts prior to responding to such requests.

3.13 Agreement

A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into an Agreement and become legally binding. A separate Agreement document, other than the purchase order, will be issued at or after the pre-proposal meeting. Said draft Agreement is the County's standard Agreement and may be revised subject to negotiation between the County and the respondent. Content of the final Agreement may contain changes from the County's perspective as a result of the RFP process and submittal(s) received. The final negotiated Agreement shall include the scope of service as outlined in Section 2 of the RFP along with the successful respondent's submittal. County Agreements are subject to review by the County Attorney or designee for determination of legal form and substantive sufficiency.

B. The Director of Purchasing and Contracts, County Manager and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designee is authorized to make changes to any contract.

C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Purchasing Office at (386) 736-5935.

3.14 Disclosure of Proposal Content

A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.

B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the County for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated**, accompanied by an executed Non-disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The County will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the County shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFP DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

3.15 Respondent's Responsibility

A respondent, by submitting a proposal represents that:

A. The respondent has read and understands the RFP in its entirety and that the proposal is made in accordance therewith, and;

B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;

C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the County of Volusia, Florida, upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

D. The respondent will be held responsible for any and all discrepancies, errors, etc. in discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.

3.16 Payment Terms

A. The County will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after receipt of the entire order of the commodity or service, AND a properly completed invoice, whichever is later.

C. The County has the capabilities of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments.

D. ***By submitting a proposal (offer) to the County of Volusia, Florida, the respondent expressly agrees that if awarded a contract, the County may withhold from any payment, monies owed by the respondent to the County for any legal obligation between the respondent and the County, including, but not limited to real property taxes, personal property taxes, fees, and commissions.***

3.17 Conflict of Interest Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.18 Licenses and Certificates

A. The County reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;

B. Each firm must be licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

3.19 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.20 Insurance

The Respondent shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

Commercial General Liability – in the amount of $3 million aggregate / $1 million per occurrence

Business Automobile Liability – Auto, in the amount of $1,000,000 per occurrence, Combined Single Limits (CSL) or its equivalent / Any Auto

Professional Liability in the amount of $1 million aggregate / $1 million per occurrence

Workers Compensation – As required by Florida law.

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt", along with valid proof of coverage for non-exempt employees.

All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insuring company is required to have a minimum rating of B, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

The respondent shall either cover any subcontractors on its policy or require the subcontractor to obtain coverage to meet these requirements and file appropriate forms with the County.

The County reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the above-mentioned insurance A certificate of insurance and copies of all applicable endorsements, indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished by the respondent to the County Representative prior to the execution of the contract and annually upon renewal thereafter. Respondent agrees that County will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance have been provided to the County Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the County on Commercial General Liability and Workers Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

(1) The name of the insured respondent, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.

(2) Statement that the Insurer will mail notice to the County at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

(3) County shall be named as an additional insured on Commercial General Liability Insurance, as evidenced by the endorsement to the policy.

Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the respondent and/or subcontractor providing such insurance.

3.21 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful bidder(s) shall be awarded a contract for one of the following terms:

1. An initial three year term with one subsequent two year renewal;

2. A five year term;

3. An initial five year term with one subsequent two year renewal.

The award term recommendation will be that which is determined to be in the best interest of the County. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

3.22 Price Redetermination - Fuel

The Respondent may petition the Director of Purchasing and Contracts for price redetermination if/when the price of fuel increases by a minimum of ten (10%) percent. Any price redetermination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU0571" or "#2 diesel fuel - WPU057303" as published by the Bureau of Labor Statistics, which can be found on-line at http://stats.bls.gov. The base index number will be the month of August, 2007. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. Any price redetermination will include all items awarded. If the County and the Respondent cannot agree on any price redetermination, then the contract will expire. Respondents shall provide documentation to illustrate what percentage of the price is related to fuel, as the increase shall be calculated based upon the percentage of the cost associated to the cost of fuel (see example below). Failure to provide the detailed cost analysis with each request for a price redetermination due to fuel price escalation shall preclude any price redetermination due to fuel costs.

Example:

- Fourteen (14%) percent of the cost to provide product/service is attributed to the cost of fuel.
- PPI in the month the solicitation closed was $158.73 — 264.52
- Current PPI is $264.52 — -158.73
  105.79
- $105.79 divided by $158.73 = .666%
- The unit cost of the service is $100.00
- 14% of $100.00 = $14.00

- $14.00 x .666 = $9.32
- New unit price for the product/service is $109.32

If the Director of Purchasing and Contracts grants an increase in the contract price based upon increases in gasoline and/or diesel prices, then the Director may also adjust the contract price downward if the cost of gasoline and/or diesel decreases by ten percent (10%) or more from the date of the last increase in the contract price.

This clause may be used in addition to any other price redetermination clause in this invitation.

If the County and the Respondent cannot agree on any price redetermination, then the contract will expire without prejudice thirty (30) days after the impasse is reached.

3.23 Unusual Costs

The Respondent may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The Respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Respondent, and the Respondent shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty - (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

3.24 Deviations

All proposals must clearly and with specific detail, note all deviations to the **exact** requirements imposed upon the respondent by the Specifications. Such deviations must be stated upon the Proposal Form, otherwise Volusia County will consider the subject proposals as being made in strict compliance with said Specifications to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Volusia County will only consider proposals that meet the exact requirements imposed by the Specifications; except, however, said proposals may not be subject to such rejection where, **at the sole discretion of Volusia County**, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.25 Material Safety Data Sheet

In accordance with Chapter 442 of the Florida Statutes, it is the respondent's responsibility to identify and to provide to the Volusia County Purchasing Office a Material Safety Data Sheet for any material, as may apply to this procurement.

3.26 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

3.27 Evaluation Criteria

The Procurement Manager named elsewhere within this RFP will be responsible for the evaluation process and shall be the sole point of contact for all Respondents. The County reserves the right to request additional material, information or references from any Respondent. Each proposal shall be evaluated using the following criteria:

A. Proper submittal of **ALL** documentation as required by this RFP.

B. The greatest benefits to Volusia County as it pertains to:

1. Experience in providing Disaster Debris Management and Support or similar services of the same magnitude as detailed herein
2. Reports from direct and indirect references
3. Qualifications of the Respondent and the Respondent's employees that will be assigned to County projects.
4. Proposed Cost
5. Technical Approach
6. Financial stability/capacity
7. Responsiveness and completeness of the written qualifications package to these instructions with regard to Scope of Services and qualifications of the firm

3.28 Termination / Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

The Respondent may cancel the resulting contract with one hundred eighty (180) days **written** notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the respondent being barred from future business with the County.

3.29 Incurred Expenses

This RFP does not commit the County of Volusia to award a contract. Nor shall the County of Volusia be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.30 Post-Proposal Discussions with Respondents

It is the County's intent to award a contract(s) to the respondent(s) deemed most advantageous to the County in accordance with the evaluation criteria specified elsewhere in this RFP. The County reserves the right however, to conduct post-closing discussions with any respondent who has a realistic possibility of contract award including, but, not limited to: request for additional information, competitive negotiations, and best and final offers.

3.31 Presentations by Respondents

A. The County of Volusia, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

B. The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.32 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent but to ensure that the County receives quality services.

3.33 Change in Scope of Services/Work

A. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the County Representative, County's Director of Purchasing and Contracts, and the respondent.

B. If the respondent believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The County reserves the right to negotiate with the awarded respondent(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

3.34 Safety

The Respondent shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the service. The Respondent shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Respondent shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Respondent, sub-contractor, or supplier's failure to comply with the regulations.

3.35 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

3.36 Disadvantaged Business Enterprise Program

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

3.37 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any

claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the County project site.

3.38 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.39 Proposal Acceptance Period

Any proposal in response to this solicitation shall be valid through January 31, 2008. At the end of this time the proposal may be withdrawn at the written request of the respondent if no award has been made. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the Proposal Bond. **The County reserves the right to request an extension of the proposals if the contract has not been negotiated by the January 31, 2008, date**.

3.40 Definitions

As used in this RFP, the following terms shall have the meanings set forth below:

Change Order: A written order issued by the County that orders minor changes in the Scope of Service, in accordance with Section 2.0, but which does not involve a change in the contract price or terms.

Collection Monitor: Personnel assigned to monitor debris removal contractors' performance. The duties include but not are not limited to ensuring the debris is eligible and accurately documented.

Contract: The document resulting from this solicitation between the County and the Contractor, including this RFP, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.

Contract Administrator: The. Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the Director of Purchasing and Contracts.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager(s): The Project Manager(s) have responsibility for the day to day administration of the resulting contract for the County and will be designated prior to award of contract.

Day: The word "day" means each calendar day or accumulation of calendar days.

Debris: Scattered items and materials broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.

Department of Public Works (DPW): Department typically responsible for clearing debris from the roads and rights-of-way.

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

Disposal Site Monitor: Personnel assigned to the debris disposal site to manage disposal operations and monitor removal contractors' performance. The duties include but not are not limited to ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA guidelines, inspect, measure and certify debris vehicle capacities, check loads for hazardous waste, and perform quality control checks.

Exceptions to RFP: An exception is defined as the Respondent's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.

FEMA: Federal Emergency Management Agency.

FHWA: Federal Highway Administration

FLDEM: Florida Department of Emergency Management.

Hazardous Waste: Material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. In accordance with Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Incident: Each disaster for which a Notice to Proceed (NTP) is issued.

Inspector: An authorized representative of the County assigned to make all necessary inspections of the Work performed, or being performed.

LSA: Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to trucks, cranes, trailers, heavy equipment, etc.

Notice to Proceed: A written notice issued to the Contractor, by the County's Purchasing & Contracts Division fixing the date on which the Contract times will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Project: The total Work to be provided under the resulting Contract that may be the whole or a part, as indicated elsewhere in the Contract.

Respondent: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a contract with the County for the provision of the services set forth herein.

Respondent's Project Manager: The Project Manager has responsibility for administering this contract for the Respondent and will be designated prior to execution of the contract.

Rights-of-Way (ROW): The portions of land over which a facility, such as highways, railroads, or power lines are built. Includes land on both sides of the highway up to the private property line.

Site: Any area of land or water within the property boundaries of a solid waste management facility where one or more solid waste processing, resource recovery, recycling, storage, or disposal areas are located.

Spotter: Personnel assigned to the debris disposal site to observe and assist in the debris unloading operations. The duties include but not are not limited to ensuring debris disposal site safety and debris eligibility.

Storage Site: A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill.

Storm Debris: Debris that may be eligible for clearance, removal and disposal includes trees, sand and gravel, building wreckage, vehicles and personal property. The debris must be a direct result of the declared event, must occur within the designated disaster area and must be the responsibility of the applicant at the time of the disaster. Debris removal may be eligible when it:

- Eliminates immediate threats to lives, public health and safety;
- Eliminates immediate threats of significant damage to improved public or private property; and/or
- Ensures economic recovery of the affected areas to the benefit of the community-at-large.

TDSRS: Temporary Debris Storage and Reduction Sites(s), including citizen site(s), located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.

Ticket: County Approved tracking document used to determine eligibility for payment requests.

4.0 SUBMITTAL REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall be simply presented, providing a straightforward and concise description of the Respondent's capabilities to satisfy the requirements and conditions of this RFP. Emphasis in each proposal should be on completeness and clarity of content. Respondents that do not follow the required format and instructions detailed herein may be deemed non-responsive. All proposals shall include at minimum:

4.1 Guidelines

A. To facilitate analysis of its proposal, Respondents shall prepare the proposal in accordance with the instructions outlined in this section. If the Respondent's proposal deviates from these instructions, such proposal may, at the County's sole discretion, be rejected.

B. The County emphasizes that the Respondents concentrate on accuracy, completeness, and clarity of content.

C. Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the proposal. Information required for proposal evaluation, which is not found in its designated section, will be assumed to have been omitted from the proposal.

D. Table of Contents – A detailed Table of Contents shall be provided that lists each section and the subparagraphs within that section. Tab indexing shall be used to identify sections.

E. Glossary of Abbreviations and Acronyms – The Respondent shall provide a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective sections. If no abbreviations and/or acronyms are used, then a Glossary is not required.

F. Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

G. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.

H. Binding and Labeling - All Sections of the proposal should be bound in a single three-ring loose leaf binder, with section tabs. This will permit the proposal to lie flat when opened. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to RFP title, solicitation number, copy number, and the Respondent's name. The same identifying information should be placed on the spine of each binder.

Tab 1 – Responder Profile and Submittal Letter

The following information shall be submitted with your proposal.

A. RSQ Submittal Letter signed by authorized agent of the business /corporation with proof of authorization from the business that the signatory is duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RSQ.

B. Organizational structure of business

C. Ownership interests

D. Active business venues (counties, states, etc.)

E. The qualifications of the firm's employees who will work on this contract

F. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.

G. Designation of the legal entity by which the business operates (i.e. i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.)

Tab 2 – Qualifications

Provide a description and history of the firm focusing on the following:

A. Experience in all aspects of emergency debris management, including planning, operation, management, monitoring and accounting systems.

B. Documented knowledge and experience with state and local emergency agencies; state and federal programs; funding sources and reimbursement processes.

C. Recent experience demonstrating current capacity and current expertise in debris removal operations, monitoring, management and federal reimbursement programs.

D. Experience demonstrating knowledge of environmental requirements.

E. Include a listing of all key staff to be assigned to provide the required services and resumes for each, describing experience, training and education in the required services. Identify staff experience working with governmental entities and list those projects.

Tab 3 - Technical Approach

Provide a narrative description and examples of forms, database formats, reports, etc., for the following items in the order identified.

A. Describe the firm's methodology for mobilization after being activated by the County. Include any operational plans with an organizational chart outlining the, operational structure and services to be provided. This description should fully and completely demonstrate the Respondent's intended methods for servicing the requirements and specifically identify any obligations of the County (e.g. services and operational requirements) upon which the approach is contingent. In addition, the Respondent shall describe their ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support.

B. Project Management and Administration

C. Collection Monitoring

D. Load Ticket Process Development

E. Disposal Site Monitoring

F. Debris Vehicle Certification

G. Public Information Assistance

H. Database Reporting

I. Payment Monitoring and Reconciliation Process

J. Reporting to the County's Project Manager

K. Field Staffing Plans

L. Event Closure

M. Federal Funding

N. Compliance

O. Meetings with County Personnel

P. Additional Services

Q. Confirm, in writing, that Volusia County will receive priority services over any other entities in Florida in the event that the Respondent's services are required.

R. Identify all assumptions the Respondent has made to respond to this RFP, including any expectations and/or requirements the Respondent has of the County.

S. Respondents may offer alternative solutions/options to achieve successful completion of the scope of services detailed herein.

Tab 4 – Proposal Forms with Fee Schedule

Each Respondent must complete, execute and submit the Proposal Form included herein.

The Fee Schedule shall include ALL costs associated with the performance of the resulting Agreement. Provide an hourly pay rate chart for key personnel assigned to the project. The rates charged for this contract should be "all-in" prices. The County intends to pay one hourly rate per employee class. The hourly rate shall include personnel costs, per-diem, travel, safety gear, office space and supplies, and any other incidental costs.

The only reimbursable cost allowed will be mileage for personal vehicles used during collection monitoring efforts.

The following personnel classes will be allowed for debris removal monitoring activities (i.e., anticipated FEMA reimbursable activities):

A. On-site Project Manager
B. Site Supervisor or Area Supervisor
C. Tower Monitor
D. Field Monitor

E. Administrative Support Staff

Other personnel classes being proposed must have their roles and responsibilities clearly and specifically defined and related back to the work required by this RFP.

Tab 5 – References

A. List at least five references, with a minimum of three from governmental entity experience, for which the firm has performed similar work of the same magnitude to those requested in this solicitation, including the contact name, address, telephone number, e-mail address and date and term of the contract.

B. Reveal all other contracts, the Respondent currently has in place for similar services, including the name and location of the entity and contract duration.

Tab 6 – Licenses

Those firms located within the County of Volusia must include a copy of their Business Tax Receipt, (formerly known as County Occupational License). If a Respondent is located within Volusia County, failure to have or obtain a Business Tax Receipt prior to the RFP closing date and time shall automatically render said Respondent non-responsive. **Note: Charitable organizations that qualify under Florida Statute No. 205.192 are exempt from this requirement**.

Tab 7 - Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Tab 8 – Financial Statement

All Responders shall supply a financial statement preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

Tab 9 – Conflict of Interest Form

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement.

Tab 10 – Addenda

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

Tab 11 – Exceptions

Include any/all exceptions taken to the content of the solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation.

Tab 12 – Litigation

Information on the nature and magnitude of any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

This will include any class actions within your company was named, industry investigations by Attorneys General, in addition to individual cases.

Tab 13 – Confidential Materials

All materials that qualify as "trade secrets" shall be segregated, clearly labeled and accompanied by an executed Non-disclosure Agreement for Confidential Materials shall be submitted in this section.

RFP No. 07-P-139BB

_____, 2007

PROPOSAL FORM

TO: County of Volusia, Florida
Office of Purchasing and Contracts Director
123 W. Indiana Avenue, 3rd Floor
DeLand, FL 32720-4608

The undersigned hereby declare that [firm name] _____ _____ have carefully examined the specifications to furnish **Disaster Debris Management and Support Services**, for which proposals were advertised to be received **no later than 3:00 p.m., local time, Tuesday, September 11, 2007** and further declare that the firm will furnish the services according to specifications, terms and conditions detailed herein.

Pursuant to and in compliance with your proposal, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, materials and equipment to perform the services in strict accordance with the RFP and all subsequent addenda issued as follows:

Initial Three Year Term With One Two Year Renewal Permissible

Price Proposal (Assume 10 week event)

Employee/Service Category	Hours	Hourly Rate	Hours x Hourly Rate
1. On-Site Project Manager	840		
2. Site Supervisor or Area Supervisor	3,360		
3. Tower Monitor	3,360		
4. Field Monitor	42,000		
5. Administrative Support Staff	3,360		
6. 1-800 Telephone Service	280		
Other personnel classes being proposed:			

The consultant's hourly rate shall include all travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses.

Five Year Term

Price Proposal (Assume 10 week event)

Employee/Service Category	Hours	Hourly Rate	Hours x Hourly Rate
1. On-Site Project Manager	840		
2. Site Supervisor or Area Supervisor	3,360		
3. Tower Monitor	3,360		
4. Field Monitor	42,000		
5. Administrative Support Staff	3,360		
6. 1-800 Telephone Service	280		
Other personnel classes being proposed:			

The consultant's hourly rate shall include all travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses.

Initial Five Year Term With One Two Year Renewal Permissible

Price Proposal (Assume 10 week event)

Employee/Service Category	Hours	Hourly Rate	Hours x Hourly Rate
1. On-Site Project Manager	840		
2. Site Supervisor or Area Supervisor	3,360		
3. Tower Monitor	3,360		
4. Field Monitor	42,000		
5. Administrative Support Staff	3,360		
6. 1-800 Telephone Service	280		
Other personnel classes being proposed:			

The consultant's hourly rate shall include all travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses.

_____% of the prices detailed above is directly attributed to the cost of fuel.

Which does the firm use, ☐ Diesel fuel or ☐ Gasoline?

_____% of the prices detailed above is directly attributed to the cost of labor.

F.O.B. Destination, freight allowed

Have you supplied all the Submittal Requirements outlined below?

- ❑ Respondent's Profile & Submittal Letter
- ❑ Qualifications
- ❑ Technical Approach
- ❑ Proposal Form with Fee Schedule
- ❑ References
- ❑ Licenses / Volusia County Business Tax Receipt
- ❑ Insurance
- ❑ Financial Statement
- ❑ Conflict of Interest Form
- ❑ Any addenda pertaining to this RFP

- ❑ Exceptions
- ❑ Litigation
- ❑ Confidential Materials (Only if in accordance with Florida Statute)
- ❑ Did you include a CD, as required in the section entitled **Proposal Form?**

Prompt Payment Terms: _____ % _____ Days; Net 30 Days

Do you accept electronic funds transfer (ETF)? YES _____ NO _____

Do you offer a discount for electronic funds transfer (EFT)? YES _____% NO_____

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request For Proposals No. **07-P-139BB** and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company

_____

Per_____(Print name)

Signature _____

Address _____

City_____State_____ZIP_____

Telephone _____ Fax _____

E-Mail Address: _____

Dunn & Bradstreet # _____ Fed. I.D. #_____

RFP No. 07-P-139BB

Conflict of Interest

I HEREBY CERTIFY that

1. I *(printed name)* _____ am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____ STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

_____

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires_____

(Seal)

Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

RFP No. 07-P-139BB

Volusia County
FLORIDA

NON-DISCLOSURE AGREEMENT for CONFIDENTIAL MATERIALS

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFP DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

Reference #07-P-139BB

Respondent:
Address:

This Agreement is entered into as of the date of the last signature set forth below between the County of Volusia, a political subdivision of the State of Florida (the "County"), and the above named Respondent (hereinafter the "Respondent"). The County and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the County for the purpose of responding to a request for proposal or otherwise conducting business with the County; and

WHEREAS, the County desires to review such materials in order to evaluate the County's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the County that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the County for road or public works projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the County agrees not to disclose such Confidential Materials to third parties.

2. Additional Materials. During the course of the negotiations or the business relationship with the County, the Respondent may disclose additional confidential or trade secret information to the County in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the County, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the County acknowledging receipt of such materials.

3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:

(a) Information already known or independently developed by the County;

(b) Information in the public domain through no wrongful act of the County;

(c) Information received by the County from a third party who was legally free to disclose it;

(d) Information disclosed by the Respondent to a third party without restriction on disclosure;

(e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or

(f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-disclosure by Respondent. In the event that the County discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the County's prior written consent. Further, upon conclusion of discussions or business transactions between the County and the Respondent, or at any time upon request of the County, Respondent agrees to return such information (including any copies) to the County.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the County's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the County may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(e) Florida Statutes.

Respondent further understands that the County may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the County to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the County in defending the denial of the records request, and shall hold the County harmless from any claim for statutory costs and attorneys fees arising from the County's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the County be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the County designates the following address for such notice:

County of Volusia, Florida
Office of Purchasing Director
123 W. Indiana Avenue, 3rd Floor
DeLand, Florida 32720-4608

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

12. Respondent and the County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

County Of Volusia, Florida	Respondent
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: Deputy County Manager	TITLE: _____
DATE: _____	DATE: _____
ATTEST:	ATTEST:
BY: _____	BY: _____
NAME: Amy J. Rossi	NAME: _____
TITLE: Acting Director of Purchasing & Contracts	TITLE: _____
DATE: _____	DATE: _____

EXHIBIT A

DESCRIPTION OF CONFIDENTIAL MATERIAL

LITIGATION

SPECIFY ALL JUDGMENTS ENTERED AGAINST THE FIRM BY ANY STATE OR FEDERAL COURTS IN THE PAST FIVE YEARS. LIST ALL CIVIL AND ADMINISTRATIVE PROCEEDINGS TIN THE PAST TEN YEARS IN WHICH THE FIRM HAS REPRESENTED A PARTY ADVERSE TO VOLUSIA COUNTY. LIST ALL SUITS, COMPLAINTS, OR DISCIPLINARY ACTIONS FILED AGAINST THE FIRM BY ANY CLIENT, THE FLORIDA BAR AND/OR ANY OTHER STATE OR FEDERAL AGENCY.

CHECK ONE

[ ] The undersigned firm has had no litigation on any projects in the last five (5) years.

OR

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

Appendix N
CONTRACTS

Volusia County
FLORIDA

DEBRIS REMOVAL, REDUCTION & DISPOSAL SERVICES AGREEMENT

COUNTY OF VOLUSIA

&

DRC EMERGENCY SERVICES, LLC

Rebecca Bishop
Procurement Manager
County of Volusia
123 West Indiana Avenue, Suite 304
DeLand, Florida 32720
(386) 822-5764

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Agreement Between
County of Volusia, Florida
And
DRC Emergency Services, LLC
For
Debris Removal, Reduction & Disposal Services

THIS AGREEMENT is made and entered into this 15th day of August, 2006, by and between the COUNTY OF VOLUSIA, a body corporate and politic and a political subdivision of the State of Florida ("County"), and DRC EMERGENCY SERVICES, LLC, a limited liability company organized under the laws of Alabama, ("Contractor") and authorized to transact business- in the State of Florida.

WHEREAS, the County desires to retain the services of competent and qualified Contractor to provide Debris Removal, Reduction and Disposal services as the Contractor for the County; and

WHEREAS, the County has propounded Request for Proposal No.06-P-89 BB (the "RFP") and has received responses from various potential vendors; and

WHEREAS, Contractor is competent and qualified to furnish services to the County, has provided a responsive and responsible proposal to the RFP, and desires to provide professional services according to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, the County and Contractor agree as set forth herein.

Article 1. Term and Termination

Section 1.01 Term

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall commence as of August 15, 2006 and end August, 14 2011. One five year renewal is permissible upon mutual written agreement.

Section 1.02 Termination

This Agreement may be terminated for cause by either party for material breach if the party in breach has not corrected the breach within thirty (30) days of written notice to do so from the aggrieved party, identifying the breach; or for convenience by the County upon not less than thirty (30) days written notice by the Contract Administrator to the Contractor. In the event the County elects to terminate this contract for convenience, the County reserves the right to direct the Contractor to any specific area it desires for the last thirty (30) days of the Agreement. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the County, the adequacy of which is hereby acknowledged by the Contractor, is given as specific consideration to the Contractor for the County's right to terminate this Agreement for convenience.

This Agreement may be terminated in whole or in part, whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by the delivery to the Contractor of a Notice of Termination specifying the extent to which this Agreement is terminated and the date upon which termination becomes effective.

In the event that this Agreement is terminated in whole for convenience by the County, the Contractor shall be paid in accordance with the terms of this Agreement to the date of termination for services that have been provided. Upon being notified of the County's election to terminate, the Contractor shall refrain from performing further work or incurring additional expenses under the terms of this Agreement, which are not specifically authorized in the Notice of Termination.

Notice of Termination shall be provided in accordance with Section 12.04.

Any provision of this Agreement that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Agreement

Article 2. Scope of Services

The Contractor shall provide services under this Agreement in accordance with the Scope of Services set forth in this Article 2, the RFP attached hereto as Exhibit A, the Fee Schedule attached hereto as Exhibit B, the Contractor's proposal attached hereto as Exhibit C, the Final Load Ticket attached hereto as Exhibit D and FDOT District 5 Local Agency Contracting Requirements for FHWA Emergency Relief Program attached hereto as Exhibit E (hereinafter collectively referred to as the "Scope of Services"). This is a non-exclusive contract and Contractor understands and agrees that other contractors may be engaged to perform the services contemplated by this Agreement along with Contractor.

Section 2.01 General

The required services shall include, but are not limited to, the following, upon request by the County:

A. The provision of professional technical services in the preparedness, response, recovery, and mitigation phases of any natural or man made disaster or emergency situation, in accordance with the specifications detailed herein, as ordered by the County.

B. Response shall be defined as having a Contractor's representative physically present at the County of Volusia Emergency Operations Center within twelve (12) hours after notification of need. Performance shall be defined as the commencement of work as defined by Task Order within twenty-four (24) hours of issuance of Notice to Proceed.

C. All payments under this contract shall be made only for services requested and approved by the County, as stated in the Task Order. There shall be no retainer paid in order to keep the contract in effect. The Contractor shall have the ability to guarantee operations, and pay vendors and subcontractors for sixty (60) days prior to receiving payments from the County.

D. The Contractor shall provide designated disaster and debris services including operations and management, logistical support, construction and technical assistance before, during or after any of the following potential or actual disaster situations including, but not limited to: Tornado, Hurricane, Wild Fire, Severe Weather Event or any other disaster or emergency.

1. This shall include the provision of personnel, equipment, plans, procedures, and other materials and capabilities necessary for both pre-disaster and post-disaster situations on an as needed basis, as directed by the County by specific Task Orders to the Contractor.

E. The Contractor shall disclose future debris management contractual obligations within the State of Florida throughout the term of the Agreement.

Such disclosure shall be provided to the County within thirty (30) days of entering into said contractual obligation.

Section 2.02 Debris Collection

The Contractor shall provide disaster and debris management activities including, but not limited to complete documentation to support federal, state and local reimbursements, furnishing all labor, materials and equipment to accomplish the following types of tasks:

A. Clearing and/or removing debris from the public right-of-way (ROW), streets and roads or privately owned property, as directed by the County or its Agent, to secure the public safety. The Contractor will assist the County or it's Agent in obtaining rights of entry, hold harmless consents and insurance information from property owners prior to entry onto private property.

B. Establishment, management, permitting and operation of debris reduction sites to accept, sort, process, reduce, incinerate, and dispose of Event related debris. All sites shall be approved by the County prior to the commencement of operations.

C. Demolition and removal of condemned structures and buildings, which pose a threat to public safety, and which are a result of an Event.

D. Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling, and disposal.

E. Provision of all permits and services necessary for the containment, clean-up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the Event.

F. Removal of sand and earthen materials from roads, streets, bridges and rights-of-way; screening sand and returning clean sand to beaches or other designated sites.

G. Cleaning and opening of drainage systems and retention areas.

H. The Contractor shall be responsible for returning to good condition, those areas throughout the County that were damaged due to the Contractor's operations. All damages to pavement, sidewalks, curbs, utility lines or any other infrastructure shall be repaired or restored to their original condition and the satisfaction of the County.

I. Debris collection shall be performed in no more than three (3) separate passes. Prior **written** approval to commence work on each pass must be obtained from the County.

J. The County may elect to have the Contractor perform additional debris removal passes. These passes shall be performed for the unit prices contained in the Fee Schedule, Exhibit B. The County shall issue a written Change Notice to authorize any additional passes.

Section 2.03 Logistics Activities

The Contractor shall provide activities, including but not limited to management, staff augmentation, support capabilities, consumables, temporary facilities, monitoring towers, transportation support (trucking and static support assets), power generation, portable lights, communications equipment, debris removal, deployable personnel, and major end items and development of operational procedures for Logistical Staging Areas (LSAs), base camps, comfort stations,

food and lodging. The County shall **not** pay any travel Per- Diem costs incurred by Contractor.

Section 2.04 Documentation Management and Support

The Contractor shall provide data management and support to the County during the disaster recovery effort including but not be limited to:

A. Assistance in the preparation of FEMA and State forms and reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal;

B. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meets each agency's requirements for reimbursement eligibility;

C. Utilize County tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and County reimbursement;

D. The Contractor shall conduct daily meetings with the County to:

1. Provide updates on the status of operations,

2. Discuss issues/problems, and daily work schedules;

3. Provide daily reports in a format approved by the County which details the progress of the debris removal and disposal program, including;

a. A description of all areas where work has been done, detailing the street names, beginning and ending cross streets and address blocks and city limit lines, when applicable, where debris removal was completed;

b. The types and volumes of debris transported, reduced and disposed;

c. Issues requiring attention and other information requested by the County.

E. The Contractor shall maintain, in an approved and safe place **at the site**, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications, along with Written Amendments, Change Orders, Work Change Directives, and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved samples, shall be available to the County for reference. Upon completion of the work, these record documents and samples shall be delivered to the County.

Section 2.05 Technical Assistance

The Contractor shall provide technical expertise and guidance to support the County, at the County's direction, during the disaster recovery effort including but not limited to:

A. A Comprehensive emergency management plan, including plan development, plan review and plan revision;

B. Damage assessment, including plan development, procedure development, staff training and staff augmentation;

C. Critical facilities assessment, including facility inventory and facility assessments;

D. Comprehensive mitigation program development, including mitigation plan, staff training, cost benefit analysis, project management, GIS mapping, environmental review and staff augmentation;

E. Develop debris plan and County compatible GIS mapping, including staff training;

F. Project management to include the formulation and management of permanent work projects, task force management and management services for the County;

G. Provide technical support and assistance in developing public information.

Section 2.06 Debris Monitoring

The County may utilize the services of a debris monitoring consultant, County employees or other contracted services to provide oversight of the Contractor's operations. The debris monitors act as the County's agent and has authority to act on the County's behalf, including direction to the Contractor on all operational, reporting and administrative matters.

Section 2.07 Production Rates for Debris

The Contractor commits to the following production rates for debris removal:

A. Up to one hundred thousand (100,000) cubic yards - 10 calendar days from Notice to Proceed (NTP).

B. Up to two hundred fifty thousand (250,000) cubic yards - 15 calendar days from NTP.

C. Up to five hundred thousand (500,000) cubic yards – 30 calendar days from NTP.

D. Up to one million (1,000,000) cubic yards – 60 calendar days from NTP.

E. Greater than one million (1,000,000) cubic yards – after 60 calendar days, and two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.

F. Contractor commits to being fully operational for the reduction and disposal of debris within 72-hours of initial NTP.

G. Contractor commits to incinerate daily debris volumes within thirty (30) days, on a first-in, first-out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Section 2.08 Contractor's Responsibilities at Temporary Debris Storage and Reduction Site (TDSRS)

A. All TDSRS and other debris collection sites shall be maintained in full accordance with all applicable federal, state and local laws, ordinances, regulations and standards, including without limitation environmental agencies and required permitting.

B. The Contractor shall be responsible for the following:

1. Preparation and layout of the site;

2. Management, maintenance and operation of the TDSRS, including but not limited to, sorting, segregation, processing and reduction (chipping, grinding or incineration);

3. Groundwater and soil testing;

4. Furnishing materials, supplies, labor, tools and equipment necessary to perform the required services;

5. Providing traffic control, dust control, erosion control, inspection tower(s), utilities service, lighting, ash and Hazardous and/or Toxic Waste (HTW) containment areas, fire protection, permits, environmental monitoring and safety measures;

6. Loading reduced/stored debris and initiating load tickets for final disposition; and closure and remediation of the TDSRS.

C. Contractor's TDSRS shall have appropriate site entrance and controls, four (4) person monitoring tower(s) built to the County's current building code standards, bathroom, 24-hour site management and communications.

D. A separate debris drop off area shall be established for the public. Such debris shall be quantified and documented for reimbursement based upon mechanical consolidation and FEMA approved cubic yard estimates.

E. If incineration is used, the site shall have a 24-hour fire tender.

F. All waste received shall be processed within 60 days, on a first-in-first-out processed basis, where possible. Where the Contractor uses an existing disposal facility, the Contractor will be responsible for tip fee rate, not to exceed the County approved rate(s). The Contractor shall be responsible for documenting cubic yardage and tip fee rate without mark-up for reimbursement. If the TDSRS is located within the County's landfill, it shall not obstruct or hinder the landfill's normal day-to-day operations. The TDSRS operations shall be segregated from the normal day to day operations at the landfill sites.

G. Contractor shall ensure that all equipment used in the performance of this contract is perpetually in good operating condition and in compliance with all applicable federal, state, and local laws, ordinances, regulations and standards. All equipment including, but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.

Section 2.09 Crew / Equipment Requirements

A. The Contractor's debris removal crews shall consist of the following minimum resources:

1. One (1) self loader or a combination of three hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment;

2. One (1) saw man and (2) two laborers with all pertinent equipment;

3. Two (2) flagmen for traffic control.

B. Prior to start of work, all vehicles used by the Contractor for debris collection must be measured for capacity, properly documented for FEMA

purposes and appropriately marked by the County. Vehicles may be re-measured at any time at the discretion of the County.

Section 2.10 Hot Spot Crew

The Contractor shall have at least one (1) hot spot crew. The crew shall consist of one (1) self-loader plus the minimum crew specified above in Section 2.09 - Crew/Equipment Requirements. The hot spot crew will respond to urgent requirements, as directed by the County, and shall begin operation within twenty-four (24) hours after NTP. The County may require additional hot spot crew(s) for each collection zone or region of the County.

Section 2.11 Additional Services

The Contractor shall, at the County's request, perform the services detailed below. Fees for each service shall be listed in Exhibit B - Fee Schedule.

A. Private Property Demolition — The Contractor shall operate beyond the public right-of-way (ROW) only as identified and directed, in writing, by the County. Operations beyond the ROW on private property shall only be done, as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but not be limited to, the demolition of structures and the removal and relocation of the debris to the public ROW.

B. Marine Debris Removal — The Contractor shall clear canals and waterways of debris only as identified and directed by the County, in writing.

C. Hazardous and/or Toxic Waste (HTW) Disposal — The Contractor shall collect, transport and dispose of HTW in accordance with all applicable federal, state and local laws, standards and regulations. as directed by the County. The

coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the Contractor.

D. Dead Animal Carcasses — As identified and directed by the County, the Contractor shall collect and haul dead animal carcasses, including but not limited to dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the TDSRS and/or final disposition site at an approved landfill.

E. Sand Screening — The Contractor shall screen all sand to remove Eligible Debris deposited as a result of a natural or manmade disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible Debris removed from the sand shall be collected, hauled and processed at the TDSRS.

F. Freon Recovery — The Contractor shall remove and recover freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site, in accordance with all federal, state and local rules, regulations and laws.

Section 2.12 Additional Services to be provided at No Cost to the County

The services detailed below shall be provided, if directed by the County, at no additional cost to the County.

A. Training and Assistance — Sessions for all key County personnel and assistance in all disaster debris recovery planning efforts, as requested.

B. Preliminary Damage Assessment — Determining the impact and magnitude of the disaster Event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-disaster damage and disaster-generated damage, documenting eligible costs and describing the physical and financial impact of the disaster.

C. Mobilization and Demobilization — All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

D. Mobile Command Unit — The Contractor shall provide use of the mobile command unit for County debris recovery management personnel, to serve as a field operations command center.

E. Temporary Storage of Documents — The Contractor shall provide storage of all disaster-related documents and reports for protection during the disaster Event.

F. Debris Planning Efforts — The Contractor shall assist in all disaster debris recovery planning efforts, as requested by the County. These planning efforts shall include but shall not be limited to:

1. Development of a debris management plan;

2. Identification of adequate Temporary Debris Storage and Reduction Sites;

3. Estimation of debris quantities;

4. Emergency action plans for debris clearance following a disaster Event.

G. Closure and Remediation of the TDSRS — The Contractor shall remove all Contractor equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state.

H. Reporting and Documentation — The Contractor shall provide and submit to the County, all reports and documents as may be necessary to adequately document the Debris Recovery Services.

I. White Goods — The Contractor shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws.

Section 2.13 Responsibility of the Contractor

A. The Contractor shall be responsible for the professional and technical accuracy of all services furnished by the Contractor under this Agreement. The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies for which it is responsible.

B. The Contractor shall serve as an expert witness for the County in any legal proceedings arising in connection with this contract, if the County so requests.

Section 2.14 Representative of County

All services authorized under this Agreement will be under the direction of the County's Project Manager, who shall have final decision authority for all phases of the services, including general direction, review and approval of the services. For the purposes of this Agreement, the County's Project Manager shall be the Public Works Director or designee.

Section 2.15 Representative of Contractor.

Contractor shall, at all times during the normal work week, designate or appoint, one or more representatives of Contractor who are authorized to act on behalf of Contractor regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the County's Project Manager continually advised of such designation.

Section 2.16 Change in Scope of Services

The County may order changes in the service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor to change the amount of compensation of the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to this Agreement. If the Contractor believes that any particular service is not within the Scope of Services, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Project Manager or designee, in writing, of this belief. If the County's Project Manager or designee believes that the particular work is within the scope of the Agreement, the

Contractor shall continue with the work at the cost stated for the work within the scope. The Contractor shall assert a right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order and the assertion shall be written and shall be sent in accordance with the notice requirements of Section 12.04.

Section 2.17 Continuing the Work

The Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the County. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as specifically permitted in elsewhere in this document, or as the County and Contractor may otherwise agree in writing.

Section 2.18 Use of Premises

A. The Contractor shall confine equipment, storage of materials and the operations of workers to the site, and confine operations within the debris removal and transfer areas identified in and permitted by, this Agreement and shall not unreasonably encumber areas serving the public with equipment or other materials.

B. The Contractor shall assume full responsibility for any damage to any such area/areas, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the work. Should any claim be made by any such owner or occupant because of the performance of the work, the Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold

harmless the County, the County's debris monitors, consultants and anyone directly or indirectly employed by any of them, from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against the County, or any other party indemnified hereunder, to the extent caused by or based upon the Contractor's negligence.

C. During the progress of the work, the Contractor shall keep the site free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish and debris from and about the site, as well as tools, appliances, equipment, machinery and/or surplus materials. The Contractor shall leave the site clean, restoring to its original condition, all property not designated for alteration by this Agreement.

D. The Contractor shall not load, nor permit any part of any structure to be loaded in any manner that will be dangerous, nor shall the Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

E. The Contractor shall not use areas outside debris removal and transfer areas for parking or storage of materials, except as approved, in writing, by the County's Project Manager or designee.

F. Plastic liners shall be placed under any stationary equipment on site, including but not limited to generators and mobile lighting plants.

G. The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

H. The Contractor is responsible for coordinating the use of any public or private area with the appropriate local authorities and affected landowners.

I. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.

Article 3. Compensation and Payments

Section 3.01 Compensation

As consideration for the Contractor's satisfactorily performing the Scope of Services and complying with other terms of this Agreement, the County shall pay the Contractor as detailed below.

Section 3.02 Fee Schedule

The Contractor shall be compensated in accordance with the fee schedule attached as Exhibit B.

Section 3.03 Fee Schedule

The Contractor shall be compensated in accordance with the fee schedule attached as Exhibit B.

Section 3.04 Payments

After the satisfactory provision of the services outlined in the scope of service, the Contractor shall submit an invoice for payment at the end of each calendar week for services attributed to this Agreement. The County will remit full

payment on all undisputed invoices within thirty (30) days from receipt by the Project Manager of the invoice(s) and receipt and acceptance of the services, whichever is later. Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft Excel format, satisfactory to the County, which includes information contained in the approved debris ticket. The final format of the worksheet and information to be contained within the worksheet shall be approved and agreed upon by the Contractor and the Project Manager or designee prior to commencement of any work. **The Project Manager or designee shall be responsible for reconciliation and payment will be made on those tickets reconciled back to County records.** Any discrepancies between the County's records and the Contractor's submittals must be rectified, to County's satisfaction, by the Contractor before payment on those items will be made by the County. The Contractor shall only issue invoices for services rendered. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after receipt and acceptance of the service, and receipt by the County of a properly completed invoice, whichever is later.

Section 3.05 Internal Revenue Service Form (1099MISC)

The County shall file and provide the Contractor a copy of Internal Revenue Service (IRS) Form 1099-MISC after the close of each calendar year of the Agreement.

Section 3.06 Withholding of Funds

Contractor expressly agrees that the County may withhold from any payment, under Article 3, monies due and owing by the Contractor to the County, including, but not limited to fines assessed under Article 3, intangible taxes, personal

property taxes, real property taxes, Volusia County Code Violation fines, fees, and commissions.

Section 3.07 Non-appropriation

All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County Council of Volusia County for the services provided under the Agreement, the County may terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first.

Section 3.08 No Contingent Fees

Contractor warrants and represents that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any persons, 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 this Agreement. Contractor further warrants and represents that it shall not receive any fee, commission, percentage, gift, or other consideration from any vendor or potential vendor providing coverage under this Agreement contingent upon or resulting in any way from the agreement of the County to obtain coverage or to contract with such vendor. For the breach or violation of this provision, County shall have the right to terminate the Agreement at its sole discretion, without liability, and to recover from the Contractor any such fee, commission, percentage, gift or consideration.

Section 3.09 Performance and Payment Bonds

Contractor shall furnish Construction Performance and Payment Bonds in conformance with Florida Statute 255.05 in the amounts indicated below within seven days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under this Agreement. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by applicable Laws or Regulations or by this Agreement. The Bonds may be in the form of a bond, cashier's check or Irrevocable Letter of Credit (ILOC). The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An Attorney-in-Fact who signs Performance and Payment Bonds, must file with the bond, a certified copy of his/her Power of Attorney to assign said bond.

Level 1 Event/ Tropical Storm to Hurricane Category I, shall be in the amount of four million ($4,000,000.00) dollars.

Level II Event / Hurricane Category II shall be in the amount of ten million ($10,000,000.00) dollars.

Level III Event/ Hurricane Category III and above shall be in the amount of twenty five million ($25,000,000.00) dollars.

Performance and Payment Bond amounts for other Events shall be determined based on the severity and magnitude of the Event.

Performance and Payment Bonds for each Event shall comply with all other requirements, unless otherwise stated. If the catastrophic Event diminishes after

the Event Notice to Proceed is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said Event.

Article 4. Personnel of Contractor

Section 4.01 Supervision

The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for the Contractor's employees and/or subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation.

Section 4.02 Applicable Laws

The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

Section 4.03 Right of Rejection

The County shall, throughout the life of the Agreement, have the right of reasonable rejection and approval of the staff of the Contractor or other

representatives assigned to the work by the Contractor. If the County reasonably rejects the staff or representative of the Contractor, Contractor must provide replacement satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees or others working on behalf of the Contractor, are the sole responsibility of the Contractor.

Section 4.04 Immigration Reform and Control Act of 1986

The Contractor certifies that it and its subcontractor's do not and will not, during the performance of the Agreement, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

Section 4.05 Employment Discrimination

During the performance of the Agreement, the Contractor agrees to the following:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such is an Equal Opportunity Employer.

C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Article.

D. The Contractor shall include the provisions of the foregoing paragraphs A through C in every subcontract or purchase order so that the provisions will be binding upon each subcontractor.

Section 4.06 Fair Labor Standards Act

The Contractor and any subcontractor shall pay all employees working on this Agreement, not less than the minimum wage specified in the Fair Labor Standards Act, as amended.

Section 4.07 Americans with Disabilities Act

Contractor and all of its subcontractors shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Section 4.08 Drug-Free and Smoke-Free Workplace

The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that its personnel and the personnel of each of its subcontractors agree to

adhere to the County's policies on drug-free and smoke-free work place during the term of this Agreement.

Article 5. Contractor as Independent Contractor

The Contractor shall provide the services required herein strictly in an independent contractual relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. The County shall not provide facilities, vehicles, or equipment to the Contractor to perform the duties required by the Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services. The Contractor is not exclusively bound to the County and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the County.

Article 6. Subcontractors

In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractors, suppliers, other persons or organization in connection with service covered by this Agreement, the Contractor must secure the prior written approval of the County. The County's acceptance of any such subcontractors, suppliers, other persons or organization so identified, may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the County of any such subcontractor, supplier, other person or organization shall constitute a waiver of any right of the County to reject defective work. Contractor shall remain fully responsible for the services of said subcontractors, suppliers, other persons or organizations.

Article 7. Deliverables and Standards

Section 7.01 Deliverables

The Contractor shall deliver to the County any and all reports and any other deliverable required under the Scope of Services set forth in Article 2 of this Agreement in a format approved by the County's Project Manager. All concepts, all intermediate product(s), and the final product(s) shall be considered "works for hire" as defined in Section 201 (b) of the Copyright Law of the United States, Title 17 of the United States Code, and, shall be the exclusive property of the County of Volusia, Florida, and may be used as deemed necessary by the County. All intellectual property rights, including copyrights, belong solely and exclusively to the County of Volusia, Florida, and the County shall have the exclusive rights to use and exploit copyrights and licenses to the extent permitted by the Copyright Law and Florida Statutes. The Contractor expressly conveys all intellectual property rights including copyrights, to the County of Volusia, Florida, for all original concepts created under the work of this Agreement.

Section 7.02 Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

Section 7.03 Standards

The Contractor shall be responsible for the professional quality and the accuracy of all deliverables and services provided under this Agreement and shall, without additional compensation, correct any errors in the same. Deliverables prepared by the Contractor in response to the requirements of this Agreement shall, unless

otherwise provided for in the Agreement, be thoroughly researched for accuracy of content, be grammatically correct and not contain errors, be numerically accurate, be submitted in the format approved in advance by the County's Project Manager, and be submitted for advance review and comment by the County's Project Manager. The cost of correcting errors, correcting report data, or making other revisions required to bring the deliverable into compliance with the Agreement requirements shall be borne solely by the Contractor.

Section 7.04 Performance

A. Time is of the essence in this agreement. Performance shall be defined as the commencement of work as defined by Task Order, within twenty-four (24) hours of issuance of the Notice to Proceed and in accordance with Section 2.07 – Production Rates for Debris.

B. Failure of the Contractor to meet this performance requirement may result in default, immediate cancellation of the Agreement, and all other applicable remedies available to the County under State Law.

C. It is hereby understood and mutually agreed to by and between parties hereto, that the time of performance is an essential condition of this Agreement.

D. The Contractor shall, within two (2) calendar days from the beginning of such delay, notify the Director of Purchasing and Contracts or designee in writing, of the cause(s) of the delay.

Section 7.05 Liquidated Damages

Should the Contractor fail to complete the required services within the time(s) specified in this Agreement in Section 2.07 Production Rates for Debris, or within

such additional time(s) as may be granted by the County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of five hundred ($500.00) dollars for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

Article 8. Insurance Requirements

Section 8.01 Required Insurance

Contractor shall provide, pay for, and maintain in force at all times during the term of the Agreement, at least the following minimum insurance coverage:

A. Level I Event

1. Commercial General Liability Insurance in the minimum amount of FIVE HUNDRED THOUSAND ($500,000.00) DOLLARS per occurrence, ONE MILLION ($1,000,000.00) DOLLARS aggregate. The General Aggregate limit shall either apply separately to the resulting contract or shall be at least twice the required occurrence limit.

2. Comprehensive Automobile and Water Liability Insurance in the minimum amount of ONE MILLION ($1,000,000.00) DOLLARS per occurrence combined single limit, (covering any automotive equipment).

Physical damage insurance covering owned or rented machinery, tools, equipment, office trailers and vehicles.

3. Workers' Compensation insurance as prescribed by Florida law.

B. Levels II and III Events

1. Commercial General Liability Insurance in the minimum amount of ONE MILLION ($1,000,000.00) DOLLARS per occurrence, FOUR MILLION ($4,000,000.00) DOLLARS aggregate. The General Aggregate limit shall either apply separately to the resulting contract or shall be at least twice the required occurrence limit.

2. Comprehensive Automobile and Water Liability Insurance in the minimum amount of ONE MILLION ($1,000,000.00) DOLLARS per occurrence combined single limit, (covering any automotive equipment). Physical damage insurance covering owned or rented machinery, tools, equipment, office trailers and vehicles.

3. Workers' Compensation insurance as prescribed by law.

4. Pollution and Remediation Liability - with limits of not less than FOUR MILLION ($4,000,000.00) DOLLARS annual aggregate / Two Million ($2,000,000.00) Dollars per occurrence, including the cost of defense during the term of this agreement and for a period of five (5) years following the completion the work as out lined in this Agreement. Such coverage shall apply specifically to the scope of services as outlined herein and shall include, but not be limited to:

a. Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the work).

b. Remediation Legal Liability/Expense - expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment or neutralization of a condition arising from the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinance, regulation or statutes or any subsequent amendments thereof.

c. Transportation Legal Liability / Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the County to its final delivery point as specified in the Agreement.

C. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

Section 8.02 Notice

Contractor agrees that all insurance policies shall state that they shall not be canceled or materially altered without providing thirty (30) days prior written notice to County.

Section 8.03 Subcontractors and Consultants

Contractor agrees that it shall either cover its subcontractors, consultants or subsidiaries performing work in connection with the Agreement under the policies described in Section 8.01 above, or to require such subcontractors, consultants or subsidiaries to acquire and maintain the same coverage as set forth in Section 8.01 above.

Section 8.04 Certificate of Insurance

No work may be commenced, material ordered, or payments made unless and until proof, certificate or evidence of the required insurance has been provided to the County in a form satisfactory to County. Failure of Contractor to procure and keep on file with the County at all times the proof of required insurance shall be grounds for termination of this Agreement for material breach. All certificates shall be dated and show:

A. The name of the insured Contractor, RFP No. 06-P-89 BB, the name of insurer, the number of the policy, its effective date, and its termination date.

B. A Statement that the Insurer will mail notice to the County a minimum of thirty (30) days prior to cancellation of the policy or any material changes in provisions that may adversely affect the County.

C. The County of Volusia, Florida, as additional insured to the extent of the liabilities and indemnification obligations Contractor has accepted under the terms of this Agreement.

Section 8.05 Exempt from Deductible Amounts

The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy of the Contractor, as detailed in Section 8.01. The payment of such deductible shall be the sole responsibility of Contractor and/or subcontractor providing such insurance.

Section 8.06 Effective Date of Policies

If any policy as required is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Agreement is completed.

Section 8.07 Notice of Losses

Contractor shall give prompt written notice to the County of all known losses, damages, or injuries to any person or to property of the County or third persons, that may be in any way related to the services being provided hereunder or for which a claim might be made against the County. Contractor shall promptly report to the County all such claims that Contractor has noticed, whether related

to matters insured or uninsured. Contractor shall make no settlement or payment for any claim for loss, injury or damage or other matter as to which the County may be charged with an obligation to make any payment or reimbursement without the prior written approval of the County.

Section 8.08 Survival of Termination

The provisions of this Article 8 shall survive the expiration or termination of this Agreement.

Article 9. Indemnification

The Contractor shall, at Contractor's expense, indemnify, hold harmless, and defend the County, its officers, agents, and employees, from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever resulting from, arising out of, or allegedly arising out of, or in connection with the Contractor's performance or nonperformance of services pursuant to this Agreement, whether said services are performed by the Contractor, its agents, sub-agents, subcontractors, appointees, or employees, or on behalf of the Contractor, unless said claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities result from, arise out of, or are in connection with the actions of the County, its officers, agents, or employees, for the sole benefit of the County and unrelated to the Contractor's performance or nonperformance of its services under this Agreement. The provisions of this Article 9 shall survive the termination of this Agreement.

Article 10. County Government Policies

Section 10.01 Modifications Due To Public Welfare or Change in Law

The County shall have the power to make changes in this Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give Contractor notice of any proposed change and an opportunity to be heard concerning those matters. In the event any future change in federal, state or county law or the ordinances of Volusia County materially alters the obligations of Contractor, or the benefits to the County, then this Agreement shall be amended consistent therewith. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law.

Section 10.02 Compliance with Laws

Contractor shall keep fully informed of and shall comply with all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Contractor shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, subcontractors, sub-consultants, professional associates,

agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, Volusia County, or municipalities when legally required and maintain same in full force and effect during the term of this Agreement. Contractor's obligations under this article shall be limited to those laws, ordinances, rules, regulations, orders and decrees which are published and reasonably available to the legal counsel for Contractor and/or the general public.

Section 10.03 Truth-In-Negotiation Certificate

The signature on this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

Section 10.04 Public Records Law

Contractor acknowledges the County's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. Contractor acknowledges that the County is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls the terms of this Agreement.

Section 10.05 Audit Right and Retention of Records

Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of Contractor that are directly related to the Agreement. Contractor shall keep

such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

Section 10.06 Assignment and Subletting

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any of its interests or obligations of this Agreement without the prior written consent of the County. In addition, in the event the Contractor is a corporation, other than a publicly held corporation, it shall not sell or transfer any shares in said corporation without the prior written consent of the County.

Article 11. Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, Contractor is hereby notified of the contents of the following statutory provision:

1. Section *287.133(2)(a)(2005)*: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2. Section *287.133(2)(b)(2005):* A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any

contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

3. Section *287.134(2)(a)(2005):* An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

4. Section *287.134(2)(b)(2005):* A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By signing this Agreement, the Contractor represents and warrants that it is not violating Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Contractor represents and warrants that Contractor is not under investigation for violation of such statutes and should Contractor prepare to use a sub-contractor or professional associate, Contractor shall require such subcontractor or professional associate to sign an affidavit that the individual or entity is not under investigation nor in violation of these statutes.

D. Contractor warrants it has read and will abide by all provisions of 287.133 and 287.134, Florida Statutes (2005).

Article 12. MISCELLANEOUS PROVISIONS

Section 12.01 Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no understandings or agreements related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Agreement, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

Section 12.02 Sovereign Immunity

Nothing in this Agreement shall be construed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or which may be adopted by the Florida Legislature or the charter of the County of Volusia. Such

limits of liability shall apply to all actions against the County based in contract, tort or any other legal theory.

Section 12.03 No Third Party Beneficiaries

Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 12.04 Notice

All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

County of Volusia
Director of Purchasing & Contracts
County of Volusia
123 W. Indiana Ave., Room 304
DeLand, FL 32720

With copy(s) to:
County Attorney
County of Volusia
123 W. Indiana Ave., 3rd Floor Legal
DeLand, FL 32720

Director of Public Works (Project Mgr.)
County of Volusia
123 W. Indiana Ave., Room 402
DeLand, FL 32720

DRC Emergency Services, LLC
Chief Operating Officer
DRC Emergency Services, LLC
740 Museum Drive
Mobile, AL 36608

With copy(s) to:
April Callaway, Contract Manager
DRC Emergency Services, LLC
740 Museum Drive
Mobile, AL 36608

Section 12.05 Governing Law

The laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida, shall govern this Agreement. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida and Code of Ordinances of County of Volusia, FL, without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

Section 12.06 Order of Precedence

In the event of a conflict between provisions of the various documents contained herein, the documents shall govern and be controlling in the following order of precedence:

First:	This Agreement
Second:	The RFP and all associated addenda, attached as Exhibits A,& B,
Third:	The Contractor's Proposal, attached as Exhibit C

Section 12.07 Venue and Jurisdiction

The venue for any litigation between the parties arising under this Agreement shall be exclusively in the County of Volusia, Florida, unless the litigation is only cognizable in federal court and venue shall then be exclusively in the United States District Court, Middle District of Florida in Orlando, Florida. Each party hereby agrees to submit to the personal jurisdiction of theses courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

Section 12.08 Waiver of Jury Trial

Contractor and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to the Agreement for any litigation limited solely to the parties of the Agreement.

Section 12.09 Attorneys Fees and Costs

Each party shall pay its own costs and attorney's fees relating to any dispute, mediation or litigation arising out of this Agreement.

Section 12.10 Severability

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless County or Contractor elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

Section 12.11 Waiver

Failure by either party or both parties to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a

waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

Section 12.12 Amendment

No modification, amendment, change order, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by a duly authorized official of each party.

Section 12.13 Headings

Any paragraph and/or section headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

Section 12.14 Counterpart

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 12.15 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

Agreement: This document, including any written amendments hereto and other written documents, which are expressly incorporated herein by reference, shall be known as the Agreement.

Authorized Agent of the County: County employees and/or contracted individuals designated in this Agreement or by the Project Manager.

Change Order: A written order issued by the County that orders minor changes in the Scope of Service, in accordance with Section 2.0 Exhibit A, but which does not involve a change in the contract price or this Agreement.

Chipping: Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching are often used interchangeably.

Clean Debris: Any solid waste which is virtually inert, which is not a pollution threat to ground water or surface waters, is not a fire hazard, and is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel.

Clean Wood: Wood, including lumber, tree and shrub trunks, branches, and limbs, which is free of paint, glue, filler, pentachlorophenol, creosote, tar, asphalt, other wood preservatives or treatments.

Contract Administrator: The. Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the Director of Purchasing and Contracts or designee.

Contractor: The word Contractor refers to that entity, DRC Emergency Services, LLC, including employees, servants, partners, principals, agents and assignees

of the entity that has entered into this Agreement with the County to provide the services set forth herein.

Contractor's Project Manager: The Contractor's Project Manager has responsibility for administering this contract for the Contractor and has been designated as Lee Wilson Sr.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager: The Project Manager has responsibility for the day-to-day administration of this Agreement for the County and has been identified as the Public Works Director or designee.

Construction and Demolition Debris (C&D): Any discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and umber, from the construction or destruction of a structure.

Day: The word "day" means each calendar day or accumulation of calendar days.

Debris: Scattered items and materials broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.

Debris Clearance. Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

Debris Removal: Picking up debris and taking it to a temporary storage site or permanent landfill.

Debris Disposal: Placing mixed debris and/or residue from volume reduction operations into an approved landfill.

Defective: An adjective which, when modifying the word "work" refers to work that is unsatisfactory, faulty or deficient, in that it does not conform to the scope of service detailed in this Agreement or does not meet the requirements of any inspection, reference standard, test or approval referred to in this Agreement.

Demobilization: Upon completion of all services provided under the resulting contract, the Contractor shall remove all equipment, supplies and other materials involved in the performance of the services and shall leave the site clean and restored to the original state, to the satisfaction of the County.

Department of Public Works (DPW): Department typically responsible for clearing debris from the roads and rights-of-way.

Department of Solid Waste Management (SWM): Department responsible for managing and overseeing the collection and disposal of garbage, trash and disaster related debris.

Designated Disposal Facility: The place or places specifically designated by the County for the disposal

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on

which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Eligible Debris: Debris that is eligible for reimbursement as defined by FEMA governing regulations and guidelines.

EOC: Emergency Operation Center located at 49 Keyton Drive, Daytona Beach, FL.

Federal Response Plan: A plan developed to facilitate the delivery of all types of Federal response assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies in providing Federal response assistance to supplement the State, tribal and local response efforts.

FEMA: Federal Emergency Management Agency.

Fill: Man-made deposits of earth or waste materials used to fill excavations, to increase the vertical or horizontal extent of land or solid waste disposal units, or to build embankments.

Final Disposition Site: Volusia County's Tomoka Landfill or other landfill specifically designated by the County's Project Manager, in writing.

FLDEM: Florida Department of Emergency Management.

Force Account Labor: State, tribal or local government employees engaged in debris removal activities.

Garbage: Waste that is regularly picked up by the Department of Solid Waste Management. Example: food, plastics, wrapping, papers.

Government Debris Management Sites: Any site approved by the County for debris collection and/or reduction, including TDSRS and Citizen Disposal Sites.

Hazardous Waste: Material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. In accordance with Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Household Waste: Any solid waste, including garbage, trash, and sanitary waste in septic tanks, derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.

Household Hazardous Waste (HHW): Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders.

Hot Spots: Illegal dump sites that may pose health and safety threats.

Incident: Each disaster for which a Notice to Proceed (NTP) is issued.

Inspector: An authorized representative of the County assigned to make all necessary inspections of the Work performed, or being performed.

LSA: Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to trucks, cranes, trailers, heavy equipment, etc.

Materials recovery: Any process by which one or more of the various components in solid waste is separated and concentrated for reuse.

Milestone: A principal event specified in this Agreement relating to an intermediate completion date or tome prior to Substantial Completion of all the Work.

Mutual Aid Agreement: An understanding between communities and States obligating assistance during a disaster.

Mobilization: Movement of all personnel, equipment, materials, tools and incidentals required to execute the Work detailed in this Agreement to the Project Site defined by the County in the issuance of a Notice to Proceed.

Mulch: The end product of the chipping or grinding of wood products.

Notice to Proceed: A written notice issued to the Contractor, by the County's Purchasing & Contracts Division fixing the date on which the contract times will commence to run and on which the Contractor shall start to perform the Contractor's obligations under this Agreement.

Open Burning: The burning of any material under such conditions that the products of combustion are emitted directly into the atmosphere.

Partial Utilization: Use by the County of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Project: The total Work to be provided under this Agreement that may be the whole or a part, as indicated elsewhere in this Agreement.

Processing: Any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport, amenable to recovery, storage or recycling; safe for disposal; or reduced in volume or concentration.

Recycling: Any process by which solid waste or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Recycling Equipment: Machinery or equipment exclusively and integrally used in the actual process by which solid waste or materials which would otherwise become solid waste are separated or processed and reused or returned to use in the form of raw materials or products.

Resource Recovery: means the process of recovering materials or energy from solid waste, excluding those materials or solid waste under control of the Nuclear Regulatory Commission.

Rights-of-Way (ROW): The portions of land over which a facility, such as highways, railroads, or power lines are built. Includes land on both sides of the highway up to the private property line.

Scale/Weigh Station: A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly.

Site: Any area of land or water within the property boundaries of a solid waste management facility where one or more solid waste processing, resource recovery, recycling, storage, or disposal areas are located.

Special Wastes: means solid wastes that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps.

Storage Site: A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill.

Storm Debris: Debris that may be eligible for clearance, removal and disposal includes trees, sand and gravel, building wreckage, vehicles and personal property. The debris must be a direct result of the declared event, must occur within the designated disaster area and must be the responsibility of the applicant at the time of the disaster. Debris removal may be eligible when it:

- Eliminates immediate threats to lives, public health and safety;
- Eliminates immediate threats of significant damage to improved public or private property; and/or

- Ensures economic recovery of the affected areas to the benefit of the community-at-large.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of the County as evidenced by the County's definitive written approval, it is sufficiently complete, in accordance with this Agreement so that the work (or specified part) is ready for final payment, as evidenced by the County's written approval of final payment.

Sweeps: The number of times a contractor passes through a community to collect all disaster related debris from the rights-of-way. Usually limited to three passes through the community.

Task Order: A written order issued by the County that defines the specific tasks the Contractor shall perform.

TDSRS: Temporary Debris Storage and Reduction Sites(s), including citizen site(s), located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.

Ticket: County Approved tracking document used to determine eligibility for payment requests.

Tipping Fee: A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

Toxicity Characteristic Leaching Procedure: TCLP a test designed to simulate the leaching a waste will undergo if disposed in a sanitary landfill. EPA developed the Toxic Characteristic Leaching Procedure to determine the toxicity of waste.

Trash: Non-disaster related yard waste, white metals, or household furnishings placed on the curbside for pickup by local solid waste management personnel. A resident must call for pickup. Not synonymous with garbage.

United States Army Corps of Engineers (USACE): A component of the U.S. Army that is responsible for constructing and maintaining all military bases and other government-owned and controlled entities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

White Metals: Household appliances, such as refrigerators, freezers, stoves, washers and dryers.

Woody Waste: Yard trash, Clean wood and tree remains, trees, and other vegetative matter that may be safely burned or chipped/shredded for reduction and reuse.

Work: The entire completed Project or the various separately identifiable parts thereof required to be furnished under this Agreement. Work includes all tasks required to: (i) collect, sort, process and dispose of debris and to (ii) build, operate and maintain temporary debris-processing sites, as required by this Agreement and is the result of performing or furnishing labor, materials, tools, equipment and other means necessary and incidental to the performance of such tasks as required by this Agreement.

Work Plan: A detailed description of the Contractor's proposed means, methods and sequencing of the Work. Said plan shall include at a minimum:

Key staff, including their respective responsibilities and means of communicating with other staff and the County, including their cellular phone and/or pager numbers.

Contractor's Project Manager and designee who will be authorized to act of the Contractor's behalf.

A complete list of the Contractor's subcontractors, including the areas of the Work that each subcontractor will execute.

A complete list of equipment that will be utilized for the Project.

A complete list of temporary debris-processing sites required and how they will best be set up.

A detailed description of procedures that will be followed by the Contractor to document all Work efforts.

A proposed progress schedule indicating the number of days for completion of all areas of Work detailed in this Agreement, including any Milestones specified in this Agreement.

A traffic control plan

A list of any items or decisions that are required by the Contractor from the County to complete the Work in accordance with the requirements of this Agreement

Any/all modifications to the Work Plan shall be approved by the County prior to commencement.

Work Sites: Any location at which the Contractor is delivering contracted services under this Agreement, including debris pickup sites and all approved Government Debris Management Sites.

Yard Trash: Vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY OF VOLUSIA	DRC EMERGENCY SERVICES, LLC
By: Frank T. Bruno, Jr. Frank T. Bruno, Jr. County Chair	By: Mark Stafford Mark Stafford Chief Operating Officer
Date: 8/14/06	Date: 8-1-06
ATTEST: Nancy A. Conners for James T. Dinneen County Manager	ATTEST: Teri D. Callaway Name: Teri Callaway Title: Contracts Manager
Date: 8/15/06	Date: 8-1-06

Exhibits Incorporated therein:

Exhibit A: RFP, Addenda 1 - 4

Exhibit B: Fee Schedule

Exhibit C Contractor's Response

Exhibit D Final Load Ticket

Exhibit E FDOT District 5 Local Agency Contracting Requirements for FHWA Emergency Relief Program

Volusia County
FLORIDA

DEBRIS REMOVAL, REDUCTION & DISPOSAL SERVICES AGREEMENT

COUNTY OF VOLUSIA

&

OMNI PINNICLE, LLC

Rebecca Bishop
Procurement Manager
County of Volusia
123 West Indiana Avenue, Suite 304
DeLand, Florida 32720
(386) 822-5764

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Agreement Between
County of Volusia, Florida
And
Storm Reconstruction Services, Inc.
For
Debris Removal, Reduction & Disposal Services

THIS AGREEMENT is made and entered into this 15th day of August, 2006, by and between the COUNTY OF VOLUSIA, a body corporate and politic and a political subdivision of the State of Florida ("County"), and OMNI PINNICLE, LLC, a limited liability company organized under the laws of Louisiana, ("Contractor") and authorized to transact business in the State of Florida.

WHEREAS, the County desires to retain the services of competent and qualified Contractor to provide Debris Removal, Reduction and Disposal services as the Contractor for the County; and

WHEREAS, the County has propounded Request for Proposal No.06-P-89 BB (the "RFP") and has received responses from various potential vendors; and

WHEREAS, Contractor is competent and qualified to furnish services to the County, has provided a responsive and responsible proposal to the RFP, and desires to provide professional services according to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, the County and Contractor agree as set forth herein.

Article 1. Term and Termination

Section 1.01 Term

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall commence as of August 15, 2006 and end August, 2009. Two one-year renewals are permissible upon mutual written agreement.

Section 1.02 Termination

This Agreement may be terminated for cause by either party for material breach if the party in breach has not corrected the breach within thirty (30) days of written notice to do so from the aggrieved party, identifying the breach; or for convenience by the County upon not less than thirty (30) days written notice by the Contract Administrator to the Contractor. In the event the County elects to terminate this contract for convenience, the County reserves the right to direct the Contractor to any specific area it desires for the last thirty (30) days of the Agreement. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the County, the adequacy of which is hereby acknowledged by the Contractor, is given as specific consideration to the Contractor for the County's right to terminate this Agreement for convenience.

This Agreement may be terminated in whole or in part, whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by the delivery to the Contractor of a Notice of Termination specifying the extent to which this Agreement is terminated and the date upon which termination becomes effective.

In the event that this Agreement is terminated in whole for convenience by the County, the Contractor shall be paid in accordance with the terms of this Agreement to the date of termination for services that have been provided. Upon being notified of the County's election to terminate, the Contractor shall refrain from performing further work or incurring additional expenses under the terms of this Agreement, which are not specifically authorized in the Notice of Termination.

Notice of Termination shall be provided in accordance with Section 12.04.

Any provision of this Agreement that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Agreement

Article 2. Scope of Services

The Contractor shall provide services under this Agreement in accordance with the Scope of Services set forth in this Article 2, the RFP attached hereto as Exhibit A, the Fee Schedule attached hereto as Exhibit B, the Contractor's proposal attached hereto as Exhibit C, the Final Load Ticket attached hereto as Exhibit D and FDOT District 5 Local Agency Contracting Requirements for FHWA Emergency Relief Program attached hereto as Exhibit E (hereinafter collectively referred to as the "Scope of Services"). This is a non-exclusive contract and Contractor understands and agrees that other contractors may be engaged to perform the services contemplated by this Agreement along with Contractor.

Section 2.01 General

The required services shall include, but are not limited to, the following, upon request by the County:

A. The provision of professional technical services in the preparedness, response, recovery, and mitigation phases of any natural or man made disaster or emergency situation, in accordance with the specifications detailed herein, as ordered by the County.

B. Response shall be defined as having a Contractor's representative physically present at the County of Volusia Emergency Operations Center within twelve (12) hours after notification of need. Performance shall be defined as the commencement of work

as defined by Task Order within twenty-four (24) hours of issuance of Notice to Proceed.

C. All payments under this contract shall be made only for services requested and approved by the County, as stated in the Task Order. There shall be no retainer paid in order to keep the contract in effect. The Contractor shall have the ability to guarantee operations, and pay vendors and subcontractors for sixty (60) days prior to receiving payments from the County.

D. The Contractor shall provide designated disaster and debris services including operations and management, logistical support, construction and technical assistance before, during or after any of the following potential or actual disaster situations including, but not limited to: Tornado, Hurricane, Wild Fire, Severe Weather Event or any other disaster or emergency.

1. This shall include the provision of personnel, equipment, plans, procedures, and other materials and capabilities necessary for both pre-disaster and post-disaster situations on an as needed basis, as directed by the County by specific Task Orders to the Contractor.

E. The Contractor shall disclose future debris management contractual obligations within the State of Florida throughout the term of the Agreement. Such disclosure shall be provided to the County within thirty (30) days of entering into said contractual obligation.

Section 2.02 Debris Collection

The Contractor shall provide disaster and debris management activities including, but not limited to complete documentation to support federal, state and local reimbursements, furnishing all labor, materials and equipment to accomplish the following types of tasks:

A. Clearing and/or removing debris from the public right-of-way (ROW), streets and roads or privately owned property, as directed by the County or its Agent, to secure the public safety. The Contractor will assist the County or it's Agent in obtaining rights of entry, hold harmless consents and insurance information from property owners prior to entry onto private property.

B. Establishment, management, permitting and operation of debris reduction sites to accept, sort, process, reduce, incinerate, and dispose of Event related debris. All sites shall be approved by the County prior to the commencement of operations.

C. Demolition and removal of condemned structures and buildings, which pose a threat to public safety, and which are a result of an Event.

D. Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling, and disposal.

E. Provision of all permits and services necessary for the containment, clean-up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the Event.

F. Removal of sand and earthen materials from roads, streets, bridges and rights-of-way; screening sand and returning clean sand to beaches or other designated sites.

G. Cleaning and opening of drainage systems and retention areas.

H. The Contractor shall be responsible for returning to good condition, those areas throughout the County that were damaged due to the Contractor's operations. All damages to pavement, sidewalks, curbs, utility lines or any other infrastructure shall be repaired or restored to their original condition and the satisfaction of the County.

I. Debris collection shall be performed in no more than three (3) separate passes. Prior **written** approval to commence work on each pass must be obtained from the County.

J. The County may elect to have the Contractor perform additional debris removal passes. These passes shall be performed for the unit prices contained in the Fee Schedule, Exhibit B. The County shall issue a written Change Notice to authorize any additional passes.

Section 2.03 Logistics Activities

The Contractor shall provide activities, including but not limited to management, staff augmentation, support capabilities, consumables, temporary facilities, monitoring towers, transportation support (trucking and static support assets), power generation, portable lights, communications equipment, debris removal, deployable personnel, and major end items and development of operational procedures for Logistical Staging Areas (LSAs), base camps, comfort stations, food and lodging. The County shall **not** pay any travel Per- Diem costs incurred by Contractor.

Section 2.04 Documentation Management and Support

The Contractor shall provide data management and support to the County during the disaster recovery effort including but not be limited to:

A. Assistance in the preparation of FEMA and State forms and reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal;

B. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meets each agency's requirements for reimbursement eligibility;

C. Utilize County tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and County reimbursement;

D. The Contractor shall conduct daily meetings with the County to:

1. Provide updates on the status of operations,

2. Discuss issues/problems, and daily work schedules;

3. Provide daily reports in a format approved by the County which details the progress of the debris removal and disposal program, including;

a. A description of all areas where work has been done, detailing the street names, beginning and ending cross streets and address blocks and city limit lines, when applicable, where debris removal was completed;

b. The types and volumes of debris transported, reduced and disposed;

c. Issues requiring attention and other information requested by the County.

E. The Contractor shall maintain, in an approved and safe place **at the site**, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State

reimbursement applications, along with Written Amendments, Change Orders, Work Change Directives, and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved samples, shall be available to the County for reference. Upon completion of the work, these record documents and samples shall be delivered to the County.

Section 2.05 Technical Assistance

The Contractor shall provide technical expertise and guidance to support the County, at the County's direction, during the disaster recovery effort including but not limited to:

A. A Comprehensive emergency management plan, including plan development, plan review and plan revision;

B. Damage assessment, including plan development, procedure development, staff training and staff augmentation;

C. Critical facilities assessment, including facility inventory and facility assessments;

D. Comprehensive mitigation program development, including mitigation plan, staff training, cost benefit analysis, project management, GIS mapping, environmental review and staff augmentation;

E. Develop debris plan and County compatible GIS mapping, including staff training;

F. Project management to include the formulation and management of permanent work projects, task force management and management services for the County;

G. Provide technical support and assistance in developing public information.

Section 2.06 Debris Monitoring

The County may utilize the services of a debris monitoring consultant, County employees or other contracted services to provide oversight of the Contractor's operations. The debris monitors act as the County's agent and has authority to act on the County's behalf, including direction to the Contractor on all operational, reporting and administrative matters.

Section 2.07 Production Rates for Debris

The Contractor commits to the following production rates for debris removal:

A. Up to one hundred thousand (100,000) cubic yards - 10 calendar days from Notice to Proceed (NTP).

B. Up to two hundred fifty thousand (250,000) cubic yards - 15 calendar days from NTP.

C. Up to five hundred thousand (500,000) cubic yards – 30 calendar days from NTP.

D. Up to one million (1,000,000) cubic yards – 60 calendar days from NTP.

E. Greater than one million (1,000,000) cubic yards – after 60 calendar days, and two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.

F. Contractor commits to being fully operational for the reduction and disposal of debris within 72-hours of initial NTP.

G. Contractor commits to incinerate daily debris volumes within thirty (30) days, on a first-in, first-out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Section 2.08 Contractor's Responsibilities at Temporary Debris Storage and Reduction Site (TDSRS)

A. All TDSRS and other debris collection sites shall be maintained in full accordance with all applicable federal, state and local laws, ordinances, regulations and standards, including without limitation environmental agencies and required permitting.

B. The Contractor shall be responsible for the following:

1. Preparation and layout of the site;

2. Management, maintenance and operation of the TDSRS, including but not limited to, sorting, segregation, processing and reduction (chipping, grinding or incineration);

3. Groundwater and soil testing;

4. Furnishing materials, supplies, labor, tools and equipment necessary to perform the required services;

5. Providing traffic control, dust control, erosion control, inspection tower(s), utilities service, lighting, ash and Hazardous and/or Toxic Waste (HTW) containment areas, fire protection, permits, environmental monitoring and safety measures;

6. Loading reduced/stored debris and initiating load tickets for final disposition; and closure and remediation of the TDSRS.

C. Contractor's TDSRS shall have appropriate site entrance and controls, four (4) person monitoring tower(s) built to the County's current building code standards, bathroom, 24-hour site management and communications.

D. A separate debris drop off area shall be established for the public. Such debris shall be quantified and documented for reimbursement based upon mechanical consolidation and FEMA approved cubic yard estimates.

E. If incineration is used, the site shall have a 24-hour fire tender.

F. All waste received shall be processed within 60 days, on a first-in-first-out processed basis, where possible. Where the Contractor uses an existing disposal facility, the Contractor will be responsible for tip fee rate, not to exceed the County approved rate(s). The Contractor shall be responsible for documenting cubic yardage and tip fee rate without mark-up for reimbursement. If the TDSRS is located within the County's landfill, it shall not obstruct or hinder the landfill's normal day-to-day operations. The TDSRS operations shall be segregated from the normal day to day operations at the landfill sites.

G. Contractor shall ensure that all equipment used in the performance of this contract is perpetually in good operating condition and in compliance with all applicable federal, state, and local laws, ordinances, regulations and standards. All equipment including, but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.

Section 2.09 Crew / Equipment Requirements

A. The Contractor's debris removal crews shall consist of the following minimum resources:

1. One (1) self loader or a combination of three hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment;

2. One (1) saw man and (2) two laborers with all pertinent equipment;

3. Two (2) flagmen for traffic control.

B. Prior to start of work, all vehicles used by the Contractor for debris collection must be measured for capacity, properly documented for FEMA purposes and appropriately marked by the County. Vehicles may be re-measured at any time at the discretion of the County.

Section 2.10 Hot Spot Crew

The Contractor shall have at least one (1) hot spot crew. The crew shall consist of one (1) self-loader plus the minimum crew specified above in Section 2.09 -Crew/Equipment Requirements. The hot spot crew will respond to urgent requirements, as directed by the County, and shall begin operation within twenty-four (24) hours after NTP. The County may require additional hot spot crew(s) for each collection zone or region of the County.

Section 2.11 Additional Services

The Contractor shall, at the County's request, perform the services detailed below. Fees for each service shall be listed in Exhibit B - Fee Schedule.

A. Private Property Demolition — The Contractor shall operate beyond the public right-of-way (ROW) only as identified and directed, in writing, by the County. Operations beyond the ROW on private property shall only be done, as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but not be limited to, the demolition of structures and the removal and relocation of the debris to the public ROW.

B. Marine Debris Removal — The Contractor shall clear canals and waterways of debris only as identified and directed by the County, in writing.

C. Hazardous and/or Toxic Waste (HTW) Disposal — The Contractor shall collect, transport and dispose of HTW in accordance with all applicable federal, state and local laws, standards and regulations. as directed by the County. The coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the Contractor.

D. Dead Animal Carcasses — As identified and directed by the County, the Contractor shall collect and haul dead animal carcasses, including but not limited to dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the TDSRS and/or final disposition site at an approved landfill.

E. Sand Screening — The Contractor shall screen all sand to remove Eligible Debris deposited as a result of a natural or manmade disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible Debris removed from the sand shall be collected, hauled and processed at the TDSRS.

F. Freon Recovery — The Contractor shall remove and recover freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site, in accordance with all federal, state and local rules, regulations and laws.

Section 2.12 Additional Services to be provided at No Cost to the County

The services detailed below shall be provided, if directed by the County, at no additional cost to the County.

A. Training and Assistance — Sessions for all key County personnel and assistance in all disaster debris recovery planning efforts, as requested.

B. Preliminary Damage Assessment — Determining the impact and magnitude of the disaster Event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-disaster damage and disaster-generated damage, documenting eligible costs and describing the physical and financial impact of the disaster.

C. Mobilization and Demobilization — All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

D. Mobile Command Unit — The Contractor shall provide use of the mobile command unit for County debris recovery management personnel, to serve as a field operations command center.

E. Temporary Storage of Documents — The Contractor shall provide storage of all disaster-related documents and reports for protection during the disaster Event.

F. Debris Planning Efforts — The Contractor shall assist in all disaster debris recovery planning efforts, as requested by the County. These planning efforts shall include but shall not be limited to:

1. Development of a debris management plan;

2. Identification of adequate Temporary Debris Storage and Reduction Sites;

3. Estimation of debris quantities;

4. Emergency action plans for debris clearance following a disaster Event.

G. Closure and Remediation of the TDSRS — The Contractor shall remove all Contractor equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state.

H. Reporting and Documentation — The Contractor shall provide and submit to the County, all reports and documents as may be necessary to adequately document the Debris Recovery Services.

I. White Goods — The Contractor shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws.

Section 2.13 Responsibility of the Contractor

A. The Contractor shall be responsible for the professional and technical accuracy of all services furnished by the Contractor under this Agreement. The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies for which it is responsible.

B. The Contractor shall serve as an expert witness for the County in any legal proceedings arising in connection with this contract, if the County so requests.

Section 2.14 Representative of County

All services authorized under this Agreement will be under the direction of the County's Project Manager, who shall have final decision authority for all phases of the services, including general direction, review and approval of the services. For the purposes of this Agreement, the County's Project Manager shall be the Public Works Director or designee.

Section 2.15 Representative of Contractor.

Contractor shall, at all times during the normal work week, designate or appoint, one or more representatives of Contractor who are authorized to act on behalf of Contractor regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the County's Project Manager continually advised of such designation.

Section 2.16 Change in Scope of Services

The County may order changes in the service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor to change the amount of compensation of the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to this Agreement. If the Contractor believes that any particular service is not within the Scope of Services, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Project Manager or designee, in writing, of this belief. If the County's Project Manager or designee believes that the particular work is within the scope of the Agreement, the Contractor shall continue with the work at the cost stated for the work within the scope. The Contractor shall assert a right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order and the assertion shall be written and shall be sent in accordance with the notice requirements of Section 12.04.

Section 2.17 Continuing the Work

The Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the County. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as specifically permitted in elsewhere in this document, or as the County and Contractor may otherwise agree in writing.

Section 2.18 Use of Premises

A. The Contractor shall confine equipment, storage of materials and the operations of workers to the site, and confine operations within the debris removal and transfer areas identified in and permitted by, this Agreement and shall not unreasonably encumber areas serving the public with equipment or other materials.

B. The Contractor shall assume full responsibility for any damage to any such area/areas, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the work. Should any claim be made by any such owner or occupant because of the performance of the work, the Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless the County, the County's debris monitors, consultants and anyone directly or indirectly employed by any of them, from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against the County, or any other party indemnified hereunder, to the extent caused by or based upon the Contractor's negligence.

C. During the progress of the work, the Contractor shall keep the site free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish and debris from and about the site, as well as tools, appliances, equipment, machinery and/or surplus materials. The Contractor shall leave the site clean, restoring to its original condition, all property not designated for alteration by this Agreement.

D. The Contractor shall not load, nor permit any part of any structure to be loaded in any manner that will be dangerous, nor shall the Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

E. The Contractor shall not use areas outside debris removal and transfer areas for parking or storage of materials, except as approved, in writing, by the County's Project Manager or designee.

F. Plastic liners shall be placed under any stationary equipment on site, including but not limited to generators and mobile lighting plants.

G. The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

H. The Contractor is responsible for coordinating the use of any public or private area with the appropriate local authorities and affected landowners.

I. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.

Article 3. Compensation and Payments

Section 3.01 Compensation

As consideration for the Contractor's satisfactorily performing the Scope of Services and complying with other terms of this Agreement, the County shall pay the Contractor as detailed below.

Section 3.02 Fee Schedule

The Contractor shall be compensated in accordance with the fee schedule attached as Exhibit B.

Section 3.03 Payments

After the satisfactory provision of the services outlined in the scope of service, the Contractor shall submit an invoice for payment at the end of each calendar week for services attributed to this Agreement. The County will remit full payment on all undisputed invoices within thirty (30) days from receipt by the Project Manager of the invoice(s) and receipt and acceptance of the services, whichever is later. Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft Excel format, satisfactory to the County, which includes information contained in the approved debris ticket. The final format of the worksheet and information to be contained within the worksheet shall be approved and agreed upon by the Contractor and the Project Manager or designee prior to commencement of any work. **The Project Manager or designee shall be responsible for reconciliation and payment will be made on those tickets reconciled back to County records.** Any discrepancies between the County's records and the Contractor's submittals must be rectified, to County's satisfaction, by the Contractor before payment on those items will be made by the County. The Contractor shall only issue invoices for services rendered. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after receipt

and acceptance of the service, and receipt by the County of a properly completed invoice, whichever is later.

Section 3.04 Internal Revenue Service Form (1099MISC)

The County shall file and provide the Contractor a copy of Internal Revenue Service (IRS) Form 1099-MISC after the close of each calendar year of the Agreement.

Section 3.05 Withholding of Funds

Contractor expressly agrees that the County may withhold from any payment, under Article 3, monies due and owing by the Contractor to the County, including, but not limited to fines assessed under Article 3, intangible taxes, personal property taxes, real property taxes, Volusia County Code Violation fines, fees, and commissions.

Section 3.06 Non-appropriation

All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County Council of Volusia County for the services provided under the Agreement, the County may terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first.

Section 3.07 No Contingent Fees

Contractor warrants and represents that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any persons, 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 this Agreement. Contractor further warrants and represents that it shall not receive any fee, commission, percentage, gift, or other consideration from any vendor or potential vendor providing coverage under this Agreement contingent upon or resulting in any way from the agreement of the County to obtain coverage or to contract with such vendor. For the breach or violation of this provision, County shall have the right to terminate the Agreement at its sole discretion, without liability, and to recover from the Contractor any such fee, commission, percentage, gift or consideration.

Section 3.08 Performance and Payment Bonds

Contractor shall furnish Construction Performance and Payment Bonds in conformance with Florida Statute 255.05 in the amounts indicated below within seven days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under this Agreement. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by applicable Laws or Regulations or by this Agreement. The Bonds may be in the form of a bond, cashier's check or Irrevocable Letter of Credit (ILOC). The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An Attorney-in-Fact who signs Performance and Payment Bonds, must file with the bond, a certified copy of his/her Power of Attorney to assign said bond.

Level 1 Event/ Tropical Storm to Hurricane Category I, shall be in the amount of four million ($4,000,000.00) dollars.

Level II Event/ Hurricane Category II shall be in the amount of ten million ($10,000,000.00) dollars.

Level III Event/ Hurricane Category III and above shall be in the amount of twenty five million ($25,000,000.00) dollars.

Performance and Payment Bond amounts for other Events shall be determined based on the severity and magnitude of the Event.

Performance and Payment Bonds for each Event shall comply with all other requirements, unless otherwise stated. If the catastrophic Event diminishes after the Event Notice to Proceed is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said Event.

Article 4. Personnel of Contractor

Section 4.01 Supervision

The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for the Contractor's employees and/or subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation.

Section 4.02 Applicable Laws

The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

Section 4.03 Right of Rejection

The County shall, throughout the life of the Agreement, have the right of reasonable rejection and approval of the staff of the Contractor or other representatives assigned to the work by the Contractor. If the County reasonably rejects the staff or representative of the Contractor, Contractor must provide replacement satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees or others working on behalf of the Contractor, are the sole responsibility of the Contractor.

Section 4.04 Immigration Reform and Control Act of 1986

The Contractor certifies that it and its subcontractor's do not and will not, during the performance of the Agreement, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

Section 4.05 Employment Discrimination

During the performance of the Agreement, the Contractor agrees to the following:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such is an Equal Opportunity Employer.

C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Article.

D. The Contractor shall include the provisions of the foregoing paragraphs A through C in every subcontract or purchase order so that the provisions will be binding upon each subcontractor.

Section 4.06 Fair Labor Standards Act

The Contractor and any subcontractor shall pay all employees working on this Agreement, not less than the minimum wage specified in the Fair Labor Standards Act, as amended.

Section 4.07 Americans with Disabilities Act

Contractor and all of its subcontractors shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Section 4.08 Drug-Free and Smoke-Free Workplace

The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that its personnel and the personnel of each of its subcontractors agree to adhere to the County's policies on drug-free and smoke-free work place during the term of this Agreement.

Article 5. Contractor as Independent Contractor

The Contractor shall provide the services required herein strictly in an independent contractual relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. The County shall not provide facilities, vehicles, or equipment to the Contractor to perform the duties required by the Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services. The Contractor is not exclusively bound to the County and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the County.

Article 6. Subcontractors

In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractors, suppliers, other persons or organization in connection with service covered by this Agreement, the Contractor must secure the prior written approval of the County. The County's acceptance of any such subcontractors, suppliers, other persons or organization so identified, may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the County of any such subcontractor, supplier, other person or organization shall constitute a waiver of any right of the County to reject defective work. Contractor shall remain fully

responsible for the services of said subcontractors, suppliers, other persons or organizations.

Article 7. Deliverables and Standards

Section 7.01 Deliverables

The Contractor shall deliver to the County any and all reports and any other deliverable required under the Scope of Services set forth in Article 2 of this Agreement in a format approved by the County's Project Manager. All concepts, all intermediate product(s), and the final product(s) shall be considered "works for hire" as defined in Section 201 (b) of the Copyright Law of the United States, Title 17 of the United States Code, and, shall be the exclusive property of the County of Volusia, Florida, and may be used as deemed necessary by the County. All intellectual property rights, including copyrights, belong solely and exclusively to the County of Volusia, Florida, and the County shall have the exclusive rights to use and exploit copyrights and licenses to the extent permitted by the Copyright Law and Florida Statutes. The Contractor expressly conveys all intellectual property rights including copyrights, to the County of Volusia, Florida, for all original concepts created under the work of this Agreement.

Section 7.02 Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

Section 7.03 Standards

The Contractor shall be responsible for the professional quality and the accuracy of all deliverables and services provided under this Agreement and shall, without additional compensation, correct any errors in the same. Deliverables prepared by the Contractor

in response to the requirements of this Agreement shall, unless otherwise provided for in the Agreement, be thoroughly researched for accuracy of content, be grammatically correct and not contain errors, be numerically accurate, be submitted in the format approved in advance by the County's Project Manager, and be submitted for advance review and comment by the County's Project Manager. The cost of correcting errors, correcting report data, or making other revisions required to bring the deliverable into compliance with the Agreement requirements shall be borne solely by the Contractor.

Section 7.04 Performance

A. Time is of the essence in this agreement. Performance shall be defined as the commencement of work as defined by Task Order, within twenty-four (24) hours of issuance of the Notice to Proceed and in accordance with Section 2.07 – Production Rates for Debris.

B. Failure of the Contractor to meet this performance requirement may result in default, immediate cancellation of the Agreement, and all other applicable remedies available to the County under State Law.

C. It is hereby understood and mutually agreed to by and between parties hereto, that the time of performance is an essential condition of this Agreement.

D. The Contractor shall, within two (2) calendar days from the beginning of such delay, notify the Director of Purchasing and Contracts or designee in writing, of the cause(s) of the delay.

Section 7.05 Liquidated Damages

Should the Contractor fail to complete the required services within the time(s) specified in this Agreement in Section 2.07 Production Rates for Debris, or within such additional time(s) as may be granted by the County, the County will suffer damage, the amount of

which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of five hundred ($500.00) dollars for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

Article 8. Insurance Requirements

Section 8.01 Required Insurance

Contractor shall provide, pay for, and maintain in force at all times during the term of the Agreement, at least the following minimum insurance coverage:

A. Level I Event

1. Commercial General Liability Insurance in the minimum amount of FIVE HUNDRED THOUSAND ($500,000.00) DOLLARS per occurrence, ONE MILLION ($1,000,000.00) DOLLARS aggregate. The General Aggregate limit shall either apply separately to the resulting contract or shall be at least twice the required occurrence limit.

2. Comprehensive Automobile and Water Liability Insurance in the minimum amount of ONE MILLION ($1,000,000.00) DOLLARS per occurrence combined single limit, (covering any automotive equipment). Physical damage insurance covering owned or rented machinery, tools, equipment, office trailers and vehicles.

3. Workers' Compensation insurance as prescribed by Florida law.

B. Levels II and III Events

1. Commercial General Liability Insurance in the minimum amount of ONE MILLION ($1,000,000.00) DOLLARS per occurrence, FOUR MILLION ($4,000,000.00) DOLLARS aggregate. The General Aggregate limit shall either apply separately to the resulting contract or shall be at least twice the required occurrence limit.

2. Comprehensive Automobile and Water Liability Insurance in the minimum amount of ONE MILLION ($1,000,000.00) DOLLARS per occurrence combined single limit, (covering any automotive equipment). Physical damage insurance covering owned or rented machinery, tools, equipment, office trailers and vehicles.

3. Workers' Compensation insurance as prescribed by law.

4. Pollution and Remediation Liability - with limits of not less than FOUR MILLION ($4,000,000.00) DOLLARS annual aggregate / Two Million ($2,000,000.00) Dollars per occurrence, including the cost of defense during the term of this agreement and for a period of five (5) years following the completion the work as out lined in this Agreement. Such coverage shall apply specifically to the scope of services as outlined herein and shall include, but not be limited to:

a. Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any

watercourse or body of water including groundwater at, under or emanating from the work).

b. Remediation Legal Liability/Expense - expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment or neutralization of a condition arising from the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinance, regulation or statutes or any subsequent amendments thereof.

c. Transportation Legal Liability / Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the County to its final delivery point as specified in the Agreement.

C. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

Section 8.02 Notice

Contractor agrees that all insurance policies shall state that they shall not be canceled or materially altered without providing thirty (30) days prior written notice to County.

Section 8.03 Subcontractors and Consultants

Contractor agrees that it shall either cover its subcontractors, consultants or subsidiaries performing work in connection with the Agreement under the policies described in Section 8.01 above, or to require such subcontractors, consultants or subsidiaries to acquire and maintain the same coverage as set forth in Section 8.01 above.

Section 8.04 Certificate of Insurance

No work may be commenced, material ordered, or payments made unless and until proof, certificate or evidence of the required insurance has been provided to the County in a form satisfactory to County. Failure of Contractor to procure and keep on file with the County at all times the proof of required insurance shall be grounds for termination of this Agreement for material breach. All certificates shall be dated and show:

A. The name of the insured Contractor, RFP No. 06-P-89 BB, the name of insurer, the number of the policy, its effective date, and its termination date.

B. A Statement that the Insurer will mail notice to the County a minimum of thirty (30) days prior to cancellation of the policy or any material changes in provisions that may adversely affect the County.

C. The County of Volusia, Florida, as additional insured to the extent of the liabilities and indemnification obligations Contractor has accepted under the terms of this Agreement.

Section 8.05 Exempt from Deductible Amounts

The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy of the Contractor, as detailed in Section

8.01. The payment of such deductible shall be the sole responsibility of Contractor and/or subcontractor providing such insurance.

Section 8.06 Effective Date of Policies

If any policy as required is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Agreement is completed.

Section 8.07 Notice of Losses

Contractor shall give prompt written notice to the County of all known losses, damages, or injuries to any person or to property of the County or third persons, that may be in any way related to the services being provided hereunder or for which a claim might be made against the County. Contractor shall promptly report to the County all such claims that Contractor has noticed, whether related to matters insured or uninsured. Contractor shall make no settlement or payment for any claim for loss, injury or damage or other matter as to which the County may be charged with an obligation to make any payment or reimbursement without the prior written approval of the County.

Section 8.08 Survival of Termination

The provisions of this Article 8 shall survive the expiration or termination of this Agreement.

Article 9. Indemnification

The Contractor shall, at Contractor's expense, indemnify, hold harmless, and defend the County, its officers, agents, and employees, from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any

kind whatsoever resulting from, arising out of, or allegedly arising out of, or in connection with the Contractor's performance or nonperformance of services pursuant to this Agreement, whether said services are performed by the Contractor, its agents, sub-agents, subcontractors, appointees, or employees, or on behalf of the Contractor, unless said claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities result from, arise out of, or are in connection with the actions of the County, its officers, agents, or employees, for the sole benefit of the County and unrelated to the Contractor's performance or nonperformance of its services under this Agreement. The provisions of this Article 9 shall survive the termination of this Agreement.

Article 10. County Government Policies

Section 10.01 Modifications Due To Public Welfare or Change in Law

The County shall have the power to make changes in this Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give Contractor notice of any proposed change and an opportunity to be heard concerning those matters. In the event any future change in federal, state or county law or the ordinances of Volusia County materially alters the obligations of Contractor, or the benefits to the County, then this Agreement shall be amended consistent therewith. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law.

Section 10.02 Compliance with Laws

Contractor shall keep fully informed of and shall comply with all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Contractor shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, subcontractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, Volusia County, or municipalities when legally required and maintain same in full force and effect during the term of this Agreement. Contractor's obligations under this article shall be limited to those laws, ordinances, rules, regulations, orders and decrees which are published and reasonably available to the legal counsel for Contractor and/or the general public.

Section 10.03 Truth-In-Negotiation Certificate

The signature on this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

Section 10.04 Public Records Law

Contractor acknowledges the County's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. Contractor acknowledges that the County is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the

handling of the materials created under this Agreement and that said statute controls the terms of this Agreement.

Section 10.05 Audit Right and Retention of Records

Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of Contractor that are directly related to the Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

Section 10.06 Assignment and Subletting

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any of its interests or obligations of this Agreement without the prior written consent of the County. In addition, in the event the Contractor is a corporation, other than a publicly

held corporation, it shall not sell or transfer any shares in said corporation without the prior written consent of the County.

Article 11. Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, Contractor is hereby notified of the contents of the following statutory provision:

1. Section *287.133(2)(a)(2005)*: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2. Section *287.133(2)(b)(2005)*: A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award

any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

3. Section *287.134(2)(a)(2005):* An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

4. Section *287.134(2)(b)(2005):* A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By signing this Agreement, the Contractor represents and warrants that it is not violating Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Contractor represents and warrants that Contractor is not under investigation for violation of such statutes and should Contractor prepare to use a sub-contractor or professional associate, Contractor shall require such subcontractor or professional associate to sign an affidavit that the individual or entity is not under investigation nor in violation of these statutes.

D. Contractor warrants it has read and will abide by all provisions of 287.133 and 287.134, Florida Statutes (2005).

Article 12. MISCELLANEOUS PROVISIONS

Section 12.01 Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no understandings or agreements related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Agreement, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

Section 12.02 Sovereign Immunity

Nothing in this Agreement shall be construed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or which may be adopted by the Florida Legislature or the charter of the County of Volusia. Such limits of liability shall apply to all actions against the County based in contract, tort or any other legal theory.

Section 12.03 No Third Party Beneficiaries

Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 12.04 Notice

All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

County of Volusia
Director of Purchasing & Contracts
County of Volusia
123 W. Indiana Ave., Room 304
DeLand, FL 32720

With copy(s) to:
County Attorney
County of Volusia
123 W. Indiana Ave., 3rd Floor Legal
DeLand, FL 32720

Director of Public Works (Project Mgr.)
County of Volusia
123 W. Indiana Ave., Room 402
DeLand, FL 32720

OMNI PINNACLE, LLC
Brian Reine
Omni Pinnacle, LLC
130 West Howze Beach Road
Slidell, LA 70458

With copy to:
Rob Damare
Omni Pinnacle, LLC
130 West Howze Beach Road
Slidell, LA 70458

Section 12.05 Governing Law

The laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida, shall govern this Agreement. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of

this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida and Code of Ordinances of County of Volusia, FL, without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

Section 12.06 Order of Precedence

In the event of a conflict between provisions of the various documents contained herein, the documents shall govern and be controlling in the following order of precedence:

First: This Agreement

Second: The RFP and all associated addenda, attached as Exhibits A,& B,

Third: The Contractor's Proposal, attached as Exhibit C

Section 12.07 Venue and Jurisdiction

The venue for any litigation between the parties arising under this Agreement shall be only in the County of Volusia, Florida, unless the litigation is only cognizable in federal court and venue shall then exclusively be in the United States District Court, Middle District of Florida in Orlando, Florida. Each party hereby agrees to submit to the personal jurisdiction of theses courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

Section 12.08 Waiver of Jury Trial

Contractor and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to the Agreement for any litigation limited solely to the parties of the Agreement.

Section 12.09 Attorneys Fees and Costs

Each party shall pay its own costs and attorney's fees relating to any dispute, mediation or litigation arising out of this Agreement.

Section 12.10 Severability

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless County or Contractor elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

Section 12.11 Waiver

Failure by either party or both parties to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

Section 12.12 Amendment

No modification, amendment, change order, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared

with the same formality as this Agreement and executed by a duly authorized official of each party.

Section 12.13 Headings

Any paragraph and/or section headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

Section 12.14 Counterpart

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 12.15 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

Agreement: This document, including any written amendments hereto and other written documents, which are expressly incorporated herein by reference, shall be known as the Agreement.

Authorized Agent of the County: County employees and/or contracted individuals designated in this Agreement or by the Project Manager.

Change Order: A written order issued by the County that orders minor changes in the Scope of Service, in accordance with Section 2.0 Exhibit A, but which does not involve a change in the contract price or this Agreement.

Chipping: Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching are often used interchangeably.

Clean Debris: Any solid waste which is virtually inert, which is not a pollution threat to ground water or surface waters, is not a fire hazard, and is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel.

Clean Wood: Wood, including lumber, tree and shrub trunks, branches, and limbs, which is free of paint, glue, filler, pentachlorophenol, creosote, tar, asphalt, other wood preservatives or treatments.

Contract Administrator: The. Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the Director of Purchasing and Contracts or designee.

Contractor: The word Contractor refers to that entity, Omni Pinnacle, LLC, including employees, servants, partners, principals, agents and assignees of the entity that has entered into this Agreement with the County to provide the services set forth herein.

Contractor's Project Manager: The Contractor's Project Manager has responsibility for administering this contract for the Contractor and has been designated as Rob Damare.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager: The Project Manager has responsibility for the day-to-day administration of this Agreement for the County and has been identified as the Public Works Director or designee.

County's Project Manager: The Project Manager has responsibility for the day-to-day administration of this Agreement for the County and has been identified as the Public Works Director or designee.

Construction and Demolition Debris (C&D): Any discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and umber, from the construction or destruction of a structure.

Day: The word "day" means each calendar day or accumulation of calendar days.

Debris: Scattered items and materials broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.

Debris Clearance. Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

Debris Removal: Picking up debris and taking it to a temporary storage site or permanent landfill.

Debris Disposal: Placing mixed debris and/or residue from volume reduction operations into an approved landfill.

Defective: An adjective which, when modifying the word "work" refers to work that is unsatisfactory, faulty or deficient, in that it does not conform to the scope of service detailed in this Agreement or does not meet the requirements of any inspection, reference standard, test or approval referred to in this Agreement.

Demobilization: Upon completion of all services provided under the resulting contract, the Contractor shall remove all equipment, supplies and other materials involved in the

performance of the services and shall leave the site clean and restored to the original state, to the satisfaction of the County.

Department of Public Works (DPW): Department typically responsible for clearing debris from the roads and rights-of-way.

Department of Solid Waste Management (SWM): Department responsible for managing and overseeing the collection and disposal of garbage, trash and disaster related debris.

Designated Disposal Facility: The place or places specifically designated by the County for the disposal

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Eligible Debris: Debris that is eligible for reimbursement as defined by FEMA governing regulations and guidelines.

EOC: Emergency Operation Center located at 49 Keyton Drive, Daytona Beach, FL.

Federal Response Plan: A plan developed to facilitate the delivery of all types of Federal response assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies in providing Federal response assistance to supplement the State, tribal and local response efforts.

FEMA: Federal Emergency Management Agency.

Fill: Man-made deposits of earth or waste materials used to fill excavations, to increase the vertical or horizontal extent of land or solid waste disposal units, or to build embankments.

Final Disposition Site: Volusia County's Tomoka Landfill or other landfill specifically designated by the County's Project Manager, in writing.

FLDEM: Florida Department of Emergency Management.

Force Account Labor: State, tribal or local government employees engaged in debris removal activities.

Garbage: Waste that is regularly picked up by the Department of Solid Waste Management. Example: food, plastics, wrapping, papers.

Government Debris Management Sites: Any site approved by the County for debris collection and/or reduction, including TDSRS and Citizen Disposal Sites.

Hazardous Waste: Material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. In accordance with Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Household Waste: Any solid waste, including garbage, trash, and sanitary waste in septic tanks, derived from households, including single and multiple residences, hotels

and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.

Household Hazardous Waste (HHW): Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders.

Hot Spots: Illegal dump sites that may pose health and safety threats.

Incident: Each disaster for which a Notice to Proceed (NTP) is issued.

Inspector: An authorized representative of the County assigned to make all necessary inspections of the Work performed, or being performed.

LSA: Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to trucks, cranes, trailers, heavy equipment, etc.

Materials recovery: Any process by which one or more of the various components in solid waste is separated and concentrated for reuse.

Milestone: A principal event specified in this Agreement relating to an intermediate completion date or tome prior to Substantial Completion of all the Work.

Mutual Aid Agreement: An understanding between communities and States obligating assistance during a disaster.

Mobilization: Movement of all personnel, equipment, materials, tools and incidentals required to execute the Work detailed in this Agreement to the Project Site defined by the County in the issuance of a Notice to Proceed.

Mulch: The end product of the chipping or grinding of wood products.

Notice to Proceed: A written notice issued to the Contractor, by the County's Purchasing & Contracts Division fixing the date on which the contract times will commence to run and on which the Contractor shall start to perform the Contractor's obligations under this Agreement.

Open Burning: The burning of any material under such conditions that the products of combustion are emitted directly into the atmosphere.

Partial Utilization: Use by the County of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Project: The total Work to be provided under this Agreement that may be the whole or a part, as indicated elsewhere in this Agreement.

Processing: Any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport, amenable to recovery, storage or recycling; safe for disposal; or reduced in volume or concentration.

Recycling: Any process by which solid waste or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Recycling Equipment: Machinery or equipment exclusively and integrally used in the actual process by which solid waste or materials which would otherwise become solid waste are separated or processed and reused or returned to use in the form of raw materials or products.

Resource Recovery: means the process of recovering materials or energy from solid waste, excluding those materials or solid waste under control of the Nuclear Regulatory Commission.

Rights-of-Way (ROW): The portions of land over which a facility, such as highways, railroads, or power lines are built. Includes land on both sides of the highway up to the private property line.

Scale/Weigh Station: A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly.

Site: Any area of land or water within the property boundaries of a solid waste management facility where one or more solid waste processing, resource recovery, recycling, storage, or disposal areas are located.

Special Wastes: means solid wastes that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps.

Storage Site: A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill.

Storm Debris: Debris that may be eligible for clearance, removal and disposal includes trees, sand and gravel, building wreckage, vehicles and personal property. The debris must be a direct result of the declared event, must occur within the designated disaster area and must be the responsibility of the applicant at the time of the disaster. Debris removal may be eligible when it:

- Eliminates immediate threats to lives, public health and safety;
- Eliminates immediate threats of significant damage to improved public or private property; and/or
- Ensures economic recovery of the affected areas to the benefit of the community-at-large.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of the County as evidenced by the County's definitive written approval, it is sufficiently complete, in accordance with this Agreement so that the work (or specified part) is ready for final payment, as evidenced by the County's written approval of final payment.

Sweeps: The number of times a contractor passes through a community to collect all disaster related debris from the rights-of-way. Usually limited to three passes through the community.

Task Order: A written order issued by the County that defines the specific tasks the Contractor shall perform.

TDSRS: Temporary Debris Storage and Reduction Sites(s), including citizen site(s), located at various points within the County for the gathering, storage and reduction of

debris related to a severe weather event or any other natural or manmade disaster or emergency.

Ticket: County Approved tracking document used to determine eligibility for payment requests.

Tipping Fee: A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

Toxicity Characteristic Leaching Procedure: TCLP a test designed to simulate the leaching a waste will undergo if disposed in a sanitary landfill. EPA developed the Toxic Characteristic Leaching Procedure to determine the toxicity of waste.

Trash: Non-disaster related yard waste, white metals, or household furnishings placed on the curbside for pickup by local solid waste management personnel. A resident must call for pickup. Not synonymous with garbage.

United States Army Corps of Engineers (USACE): A component of the U.S. Army that is responsible for constructing and maintaining all military bases and other government-owned and controlled entities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

White Metals: Household appliances, such as refrigerators, freezers, stoves, washers and dryers.

Woody Waste: Yard trash, Clean wood and tree remains, trees, and other vegetative matter that may be safely burned or chipped/shredded for reduction and reuse.

Work: The entire completed Project or the various separately identifiable parts thereof required to be furnished under this Agreement. Work includes all tasks required to: (i)

collect, sort, process and dispose of debris and to (ii) build, operate and maintain temporary debris-processing sites, as required by this Agreement and is the result of performing or furnishing labor, materials, tools, equipment and other means necessary and incidental to the performance of such tasks as required by this Agreement.

Work Plan: A detailed description of the Contractor's proposed means, methods and sequencing of the Work. Said plan shall include at a minimum:

Key staff, including their respective responsibilities and means of communicating with other staff and the County, including their cellular phone and/or pager numbers.

Contractor's Project Manager and designee who will be authorized to act of the Contractor's behalf.

A complete list of the Contractor's subcontractors, including the areas of the Work that each subcontractor will execute.

A complete list of equipment that will be utilized for the Project.

A complete list of temporary debris-processing sites required and how they will best be set up.

A detailed description of procedures that will be followed by the Contractor to document all Work efforts.

A proposed progress schedule indicating the number of days for completion of all areas of Work detailed in the Contract, including any Milestones specified in this Agreement.

A traffic control plan

A list of any items or decisions that are required by the Contractor from the County to complete the Work in accordance with the requirements of this Agreement.

Any/all modifications to the Work Plan shall be approved by the County prior to commencement.

Work Sites: Any location at which the Contractor is delivering contracted services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

Yard Trash: Vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY OF VOLUSIA	OMNI PINNACLE, LLC
By: Frank T. Bruno Jr.	By:
Frank T. Bruno, Jr. County Chair	Brian Reine Manager
Date: 8/14/06	Date: July 25, 2006
ATTEST: Mary A Connors	ATTEST: Stacey Annaloro
p James T. Dinneen County Manager	Name: Stacey Annaloro Title: Secretary
Date: 8/15/06	Date: July 25, 2006

Exhibits Incorporated therein:

Exhibit A: RFP, Addenda 1 - 4

Exhibit B: Fee Schedule

Exhibit C Contractor's Response

Exhibit D Final Load Ticket

Exhibit E FDOT District 5 Local Agency Contracting Requirements for FHWA Emergency Relief Program



DEBRIS REMOVAL, REDUCTION & DISPOSAL SERVICES AGREEMENT

COUNTY OF VOLUSIA

&

PHILLIPS AND JORDAN, INC.

Rebecca Bishop
Procurement Manager
County of Volusia
123 West Indiana Avenue, Suite 304
DeLand, Florida 32720
(386) 822-5764

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Agreement Between
County of Volusia, Florida
And
Phillips and Jordan, Inc.
For
Debris Removal, Reduction & Disposal Services

THIS AGREEMENT is made and entered into this 15th day of August, 2006, by and between the COUNTY OF VOLUSIA, a body corporate and politic and a political subdivision of the State of Florida ("County"), and PHILLIPS AND JORDAN, INC., Incorporated in the State of North Carolina ("Contractor") and licensed to do business in the State of Florida.

WHEREAS, the County desires to retain the services of competent and qualified Contractor to provide Debris Removal, Reduction and Disposal services as the Contractor for the County; and

WHEREAS, the County has propounded Request for Proposal No.06-P-89 BB (the "RFP") and has received responses from various potential vendors; and

WHEREAS, Contractor is competent and qualified to furnish services to the County, has provided a responsive and responsible proposal to the RFP, and desires to provide professional services according to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, the County and Contractor agree as set forth herein.

Article 1. Term and Termination

Section 1.01 Term

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall commence as of August 15, 2006 and end August 15, 2011. One five year renewal is permissible upon mutual written agreement.

Section 1.02 Termination

This Agreement may be terminated for cause by either party for material breach if the party in breach has not corrected the breach within thirty (30) days of written notice to do so from the aggrieved party, identifying the breach; or for convenience by the County upon not less than thirty (30) days written notice by the Contract Administrator to the Contractor. In the event the County elects to terminate this contract for convenience, the County reserves the right to direct the Contractor to any specific area it desires for the last thirty (30) days of the Agreement. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the County, the adequacy of which is hereby acknowledged by the Contractor, is given as specific consideration to the Contractor for the County's right to terminate this Agreement for convenience.

This Agreement may be terminated in whole or in part, whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by the delivery to the Contractor of a Notice of Termination specifying the extent to which this Agreement is terminated and the date upon which termination becomes effective.

In the event that this Agreement is terminated in whole for convenience by the County, the Contractor shall be paid in accordance with the terms of this Agreement to the date of termination for services that have been provided. Upon being notified of the County's election to terminate, the Contractor shall refrain from performing further work or incurring additional expenses under the terms of this Agreement, which are not specifically authorized in the Notice of Termination.

Notice of Termination shall be provided in accordance with Section 12.04.

Any provision of this Agreement that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Agreement

Article 2. Scope of Services

The Contractor shall provide services under this Agreement in accordance with the Scope of Services set forth in this Article 2, the RFP attached hereto as Exhibit A, the Fee Schedule attached hereto as Exhibit B, the Contractor's proposal attached hereto as Exhibit C, the Final Load Ticket attached hereto as Exhibit D and FDOT District 5 Local Agency Contracting Requirements for FHWA Emergency Relief Program attached hereto as Exhibit E (hereinafter collectively referred to as the "Scope of Services"). This is a non-exclusive contract and Contractor understands and agrees that other contractors may be engaged to perform the services contemplated by this Agreement along with Contractor.

Section 2.01 General

The required services shall include, but are not limited to, the following, upon request by the County:

A. The provision of professional technical services in the preparedness, response, recovery, and mitigation phases of any natural or man made disaster or emergency situation, in accordance with the specifications detailed herein, as ordered by the County.

B. Response shall be defined as having a Contractor's representative physically present at the County of Volusia Emergency Operations Center within twelve (12) hours after notification of need. Performance shall be defined as the commencement of work

as defined by Task Order within twenty-four (24) hours of issuance of Notice to Proceed.

C. All payments under this contract shall be made only for services requested and approved by the County, as stated in the Task Order. There shall be no retainer paid in order to keep the contract in effect. The Contractor shall have the ability to guarantee operations, and pay vendors and subcontractors for sixty (60) days prior to receiving payments from the County.

D. The Contractor shall provide designated disaster and debris services including operations and management, logistical support, construction and technical assistance before, during or after any of the following potential or actual disaster situations including, but not limited to: Tornado, Hurricane, Wild Fire, Severe Weather Event or any other disaster or emergency.

1. This shall include the provision of personnel, equipment, plans, procedures, and other materials and capabilities necessary for both pre-disaster and post-disaster situations on an as needed basis, as directed by the County by specific Task Orders to the Contractor.

E. The Contractor shall disclose future debris management contractual obligations within the State of Florida throughout the term of the Agreement. Such disclosure shall be provided to the County within thirty (30) days of entering into said contractual obligation.

Section 2.02 Debris Collection

The Contractor shall provide disaster and debris management activities including, but not limited to complete documentation to support federal, state and local reimbursements, furnishing all labor, materials and equipment to accomplish the following types of tasks:

A. Clearing and/or removing debris from the public right-of-way (ROW), streets and roads or privately owned property, as directed by the County or its Agent, to secure the public safety. The Contractor will assist the County or it's Agent in obtaining rights of entry, hold harmless consents and insurance information from property owners prior to entry onto private property.

B. Establishment, management, permitting and operation of debris reduction sites to accept, sort, process, reduce, incinerate, and dispose of Event related debris. All sites shall be approved by the County prior to the commencement of operations.

C. Demolition and removal of condemned structures and buildings, which pose a threat to public safety, and which are a result of an Event.

D. Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling, and disposal.

E. Provision of all permits and services necessary for the containment, clean-up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the Event.

F. Removal of sand and earthen materials from roads, streets, bridges and rights-of-way; screening sand and returning clean sand to beaches or other designated sites.

G. Cleaning and opening of drainage systems and retention areas.

H. The Contractor shall be responsible for returning to good condition, those areas throughout the County that were damaged due to the Contractor's operations. All damages to pavement, sidewalks, curbs, utility lines or any other infrastructure shall be repaired or restored to their original condition and the satisfaction of the County.

I. Debris collection shall be performed in no more than three (3) separate passes. Prior **written** approval to commence work on each pass must be obtained from the County.

J. The County may elect to have the Contractor perform additional debris removal passes. These passes shall be performed for the unit prices contained in the Fee Schedule, Exhibit B. The County shall issue a written Change Notice to authorize any additional passes.

Section 2.03 Logistics Activities

The Contractor shall provide activities, including but not limited to management, staff augmentation, support capabilities, consumables, temporary facilities, monitoring towers, transportation support (trucking and static support assets), power generation, portable lights, communications equipment, debris removal, deployable personnel, and major end items and development of operational procedures for Logistical Staging Areas (LSAs), base camps, comfort stations, food and lodging. The County shall **not** pay any travel Per- Diem costs incurred by Contractor.

Section 2.04 Documentation Management and Support

The Contractor shall provide data management and support to the County during the disaster recovery effort including but not be limited to:

A. Assistance in the preparation of FEMA and State forms and reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal;

B. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meets each agency's requirements for reimbursement eligibility;

C. Utilize County tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and County reimbursement;

D. The Contractor shall conduct daily meetings with the County to:

1. Provide updates on the status of operations,

2. Discuss issues/problems, and daily work schedules;

3. Provide daily reports in a format approved by the County which details the progress of the debris removal and disposal program, including;

a. A description of all areas where work has been done, detailing the street names, beginning and ending cross streets and address blocks and city limit lines, when applicable, where debris removal was completed;

b. The types and volumes of debris transported, reduced and disposed;

c. Issues requiring attention and other information requested by the County.

E. The Contractor shall maintain, in an approved and safe place **at the site**, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State

reimbursement applications, along with Written Amendments, Change Orders, Work Change Directives, and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved samples, shall be available to the County for reference. Upon completion of the work, these record documents and samples shall be delivered to the County.

Section 2.05 Technical Assistance

The Contractor shall provide technical expertise and guidance to support the County, at the County's direction, during the disaster recovery effort including but not limited to:

A. A Comprehensive emergency management plan, including plan development, plan review and plan revision;

B. Damage assessment, including plan development, procedure development, staff training and staff augmentation;

C. Critical facilities assessment, including facility inventory and facility assessments;

D. Comprehensive mitigation program development, including mitigation plan, staff training, cost benefit analysis, project management, GIS mapping, environmental review and staff augmentation;

E. Develop debris plan and County compatible GIS mapping, including staff training;

F. Project management to include the formulation and management of permanent work projects, task force management and management services for the County;

G. Provide technical support and assistance in developing public information.

Section 2.06 Debris Monitoring

The County may utilize the services of a debris monitoring consultant, County employees or other contracted services to provide oversight of the Contractor's operations. The debris monitors act as the County's agent and has authority to act on the County's behalf, including direction to the Contractor on all operational, reporting and administrative matters.

Section 2.07 Production Rates for Debris

The Contractor commits to the following production rates for debris removal:

A. Up to one hundred thousand (100,000) cubic yards - 10 calendar days from Notice to Proceed (NTP).

B. Up to two hundred fifty thousand (250,000) cubic yards - 15 calendar days from NTP.

C. Up to five hundred thousand (500,000) cubic yards – 30 calendar days from NTP.

D. Up to one million (1,000,000) cubic yards – 60 calendar days from NTP.

E. Greater than one million (1,000,000) cubic yards – after 60 calendar days, and two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.

F. Contractor commits to being fully operational for the reduction and disposal of debris within 72-hours of initial NTP.

G. Contractor commits to incinerate daily debris volumes within thirty (30) days, on a first-in, first-out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Section 2.08 Contractor's Responsibilities at Temporary Debris Storage and Reduction Site (TDSRS)

A. All TDSRS and other debris collection sites shall be maintained in full accordance with all applicable federal, state and local laws, ordinances, regulations and standards, including without limitation environmental agencies and required permitting.

B. The Contractor shall be responsible for the following:

1. Preparation and layout of the site;

2. Management, maintenance and operation of the TDSRS, including but not limited to, sorting, segregation, processing and reduction (chipping, grinding or incineration);

3. Groundwater and soil testing;

4. Furnishing materials, supplies, labor, tools and equipment necessary to perform the required services;

5. Providing traffic control, dust control, erosion control, inspection tower(s), utilities service, lighting, ash and Hazardous and/or Toxic Waste (HTW) containment areas, fire protection, permits, environmental monitoring and safety measures;

6. Loading reduced/stored debris and initiating load tickets for final disposition; and closure and remediation of the TDSRS.

C. Contractor's TDSRS shall have appropriate site entrance and controls, four (4) person monitoring tower(s) built to the County's current building code standards, bathroom, 24-hour site management and communications.

D. A separate debris drop off area shall be established for the public. Such debris shall be quantified and documented for reimbursement based upon mechanical consolidation and FEMA approved cubic yard estimates.

E. If incineration is used, the site shall have a 24-hour fire tender.

F. All waste received shall be processed within 60 days, on a first-in-first-out processed basis, where possible. Where the Contractor uses an existing disposal facility, the Contractor will be responsible for tip fee rate, not to exceed the County approved rate(s). The Contractor shall be responsible for documenting cubic yardage and tip fee rate without mark-up for reimbursement. If the TDSRS is located within the County's landfill, it shall not obstruct or hinder the landfill's normal day-to-day operations. The TDSRS operations shall be segregated from the normal day to day operations at the landfill sites.

G. Contractor shall ensure that all equipment used in the performance of this contract is perpetually in good operating condition and in compliance with all applicable federal, state, and local laws, ordinances, regulations and standards. All equipment including, but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.

Section 2.09 Crew / Equipment Requirements

A. The Contractor's debris removal crews shall consist of the following minimum resources:

1. One (1) self loader or a combination of three hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment;

2. One (1) saw man and (2) two laborers with all pertinent equipment;

3. Two (2) flagmen for traffic control.

B. Prior to start of work, all vehicles used by the Contractor for debris collection must be measured for capacity, properly documented for FEMA purposes and appropriately marked by the County. Vehicles may be re-measured at any time at the discretion of the County.

Section 2.10 Hot Spot Crew

The Contractor shall have at least one (1) hot spot crew. The crew shall consist of one (1) self-loader plus the minimum crew specified above in Section 2.09 -Crew/Equipment Requirements. The hot spot crew will respond to urgent requirements, as directed by the County, and shall begin operation within twenty-four (24) hours after NTP. The County may require additional hot spot crew(s) for each collection zone or region of the County.

Section 2.11 Additional Services

The Contractor shall, at the County's request, perform the services detailed below. Fees for each service shall be listed in Exhibit B - Fee Schedule.

A. Private Property Demolition — The Contractor shall operate beyond the public right-of-way (ROW) only as identified and directed, in writing, by the County. Operations beyond the ROW on private property shall only be done, as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but not be limited to, the demolition of structures and the removal and relocation of the debris to the public ROW.

B. Marine Debris Removal — The Contractor shall clear canals and waterways of debris only as identified and directed by the County, in writing.

C. Hazardous and/or Toxic Waste (HTW) Disposal — The Contractor shall collect, transport and dispose of HTW in accordance with all applicable federal, state and local laws, standards and regulations. as directed by the County. The coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the Contractor.

D. Dead Animal Carcasses — As identified and directed by the County, the Contractor shall collect and haul dead animal carcasses, including but not limited to dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the TDSRS and/or final disposition site at an approved landfill.

E. Sand Screening — The Contractor shall screen all sand to remove Eligible Debris deposited as a result of a natural or manmade disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible Debris removed from the sand shall be collected, hauled and processed at the TDSRS.

F. Freon Recovery — The Contractor shall remove and recover freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site, in accordance with all federal, state and local rules, regulations and laws.

Section 2.12 Additional Services to be provided at No Cost to the County

The services detailed below shall be provided, if directed by the County, at no additional cost to the County.

A. Training and Assistance — Sessions for all key County personnel and assistance in all disaster debris recovery planning efforts, as requested.

B. Preliminary Damage Assessment — Determining the impact and magnitude of the disaster Event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-disaster damage and disaster-generated damage, documenting eligible costs and describing the physical and financial impact of the disaster.

C. Mobilization and Demobilization — All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

D. Mobile Command Unit — The Contractor shall provide use of the mobile command unit for County debris recovery management personnel, to serve as a field operations command center.

E. Temporary Storage of Documents — The Contractor shall provide storage of all disaster-related documents and reports for protection during the disaster Event.

F. Debris Planning Efforts — The Contractor shall assist in all disaster debris recovery planning efforts, as requested by the County. These planning efforts shall include but shall not be limited to:

1. Development of a debris management plan;

2. Identification of adequate Temporary Debris Storage and Reduction Sites;

3. Estimation of debris quantities;

4. Emergency action plans for debris clearance following a disaster Event.

G. Closure and Remediation of the TDSRS — The Contractor shall remove all Contractor equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state.

H. Reporting and Documentation — The Contractor shall provide and submit to the County, all reports and documents as may be necessary to adequately document the Debris Recovery Services.

I. White Goods — The Contractor shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws.

Section 2.13 Responsibility of the Contractor

A. The Contractor shall be responsible for the professional and technical accuracy of all services furnished by the Contractor under this Agreement. The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies for which it is responsible.

B. The Contractor shall serve as an expert witness for the County in any legal proceedings arising in connection with this contract, if the County so requests.

Section 2.14 Representative of County

All services authorized under this Agreement will be under the direction of the County's Project Manager, who shall have final decision authority for all phases of the services, including general direction, review and approval of the services. For the purposes of this Agreement, the County's Project Manager shall be the Public Works Director or designee.

Section 2.15 Representative of Contractor.

Contractor shall, at all times during the normal work week, designate or appoint, one or more representatives of Contractor who are authorized to act on behalf of Contractor regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the County's Project Manager continually advised of such designation.

Section 2.16 Change in Scope of Services

The County may order changes in the service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor to change the amount of compensation of the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to this Agreement. If the Contractor believes that any particular service is not within the Scope of Services, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Project Manager or designee, in writing, of this belief. If the County's Project Manager or designee believes that the particular work is within the scope of the Agreement, the Contractor shall continue with the work at the cost stated for the work within the scope. The Contractor shall assert a right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order and the assertion shall be written and shall be sent in accordance with the notice requirements of Section 12.04.

Section 2.17 Continuing the Work

The Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the County. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as specifically permitted in elsewhere in this document, or as the County and Contractor may otherwise agree in writing.

Section 2.18 Use of Premises

A. The Contractor shall confine equipment, storage of materials and the operations of workers to the site, and confine operations within the debris removal and transfer areas identified in and permitted by, this Agreement and shall not unreasonably encumber areas serving the public with equipment or other materials.

B. The Contractor shall assume full responsibility for any damage to any such area/areas, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the work. Should any claim be made by any such owner or occupant because of the performance of the work, the Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless the County, the County's debris monitors, consultants and anyone directly or indirectly employed by any of them, from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against the County, or any other party indemnified hereunder, to the extent caused by or based upon the Contractor's negligence.

C. During the progress of the work, the Contractor shall keep the site free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish and debris from and about the site, as well as tools, appliances, equipment, machinery and/or surplus materials. The Contractor shall leave the site clean, restoring to its original condition, all property not designated for alteration by this Agreement.

D. The Contractor shall not load, nor permit any part of any structure to be loaded in any manner that will be dangerous, nor shall the Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

E. The Contractor shall not use areas outside debris removal and transfer areas for parking or storage of materials, except as approved, in writing, by the County's Project Manager or designee.

F. Plastic liners shall be placed under any stationary equipment on site, including but not limited to generators and mobile lighting plants.

G. The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

H. The Contractor is responsible for coordinating the use of any public or private area with the appropriate local authorities and affected landowners.

I. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.

Article 3. Compensation and Payments

Section 3.01 Compensation

As consideration for the Contractor's satisfactorily performing the Scope of Services and complying with other terms of this Agreement, the County shall pay the Contractor as detailed below.

Section 3.02 Fee Schedule

The Contractor shall be compensated in accordance with the fee schedule attached as Exhibit B.

Section 3.03 Payments

After the satisfactory provision of the services outlined in the scope of service, the Contractor shall submit an invoice for payment at the end of each calendar week for services attributed to this Agreement. The County will remit full payment on all undisputed invoices within thirty (30) days from receipt by the Project Manager of the invoice(s) and receipt and acceptance of the services, whichever is later. Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft Excel format, satisfactory to the County, which includes information contained in the approved debris ticket. The final format of the worksheet and information to be contained within the worksheet shall be approved and agreed upon by the Contractor and the Project Manager or designee prior to commencement of any work. **The Project Manager or designee shall be responsible for reconciliation and payment will be made on those tickets reconciled back to County records.** Any discrepancies between the County's records and the Contractor's submittals must be rectified, to County's satisfaction, by the Contractor before payment on those items will be made by the County. The Contractor shall only issue invoices for services rendered. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after receipt

and acceptance of the service, and receipt by the County of a properly completed invoice, whichever is later.

Section 3.04 Internal Revenue Service Form (1099MISC)

The County shall file and provide the Contractor a copy of Internal Revenue Service (IRS) Form 1099-MISC after the close of each calendar year of the Agreement.

Section 3.05 Withholding of Funds

Contractor expressly agrees that the County may withhold from any payment, under Article 3, monies due and owing by the Contractor to the County, including, but not limited to fines assessed under Article 3, intangible taxes, personal property taxes, real property taxes, Volusia County Code Violation fines, fees, and commissions.

Section 3.06 Non-appropriation

All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County Council of Volusia County for the services provided under the Agreement, the County may terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first.

Section 3.07 No Contingent Fees

Contractor warrants and represents that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any persons, 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 this Agreement. Contractor further warrants and represents that it shall not receive any fee, commission, percentage, gift, or other consideration from any vendor or potential vendor providing coverage under this Agreement contingent upon or resulting in any way from the agreement of the County to obtain coverage or to contract with such vendor. For the breach or violation of this provision, County shall have the right to terminate the Agreement at its sole discretion, without liability, and to recover from the Contractor any such fee, commission, percentage, gift or consideration.

Section 3.08 Performance and Payment Bonds

Contractor shall furnish Construction Performance and Payment Bonds in conformance with Florida Statute 255.05 in the amounts indicated below within seven days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under this Agreement. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by applicable Laws or Regulations or by this Agreement. The Bonds may be in the form of a bond, cashier's check or Irrevocable Letter of Credit (ILOC). The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An Attorney-in-Fact who signs Performance and Payment Bonds, must file with the bond, a certified copy of his/her Power of Attorney to assign said bond.

Level 1 Event/ Tropical Storm to Hurricane Category I, shall be in the amount of four million ($4,000,000.00) dollars.

Level II Event/ Hurricane Category II shall be in the amount of ten million ($10,000,000.00) dollars.

Level III Event/ Hurricane Category III and above shall be in the amount of twenty five million ($25,000,000.00) dollars.

Performance and Payment Bond amounts for other Events shall be determined based on the severity and magnitude of the Event.

Performance and Payment Bonds for each Event shall comply with all other requirements, unless otherwise stated. If the catastrophic Event diminishes after the Event Notice to Proceed is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said Event.

Article 4. Personnel of Contractor

Section 4.01 Supervision

The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for the Contractor's employees and/or subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation.

Section 4.02 Applicable Laws

The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

Section 4.03 Right of Rejection

The County shall, throughout the life of the Agreement, have the right of reasonable rejection and approval of the staff of the Contractor or other representatives assigned to the work by the Contractor. If the County reasonably rejects the staff or representative of the Contractor, Contractor must provide replacement satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees or others working on behalf of the Contractor, are the sole responsibility of the Contractor.

Section 4.04 Immigration Reform and Control Act of 1986

The Contractor certifies that it and its subcontractor's do not and will not, during the performance of the Agreement, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

Section 4.05 Employment Discrimination

During the performance of the Agreement, the Contractor agrees to the following:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such is an Equal Opportunity Employer.

C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Article.

D. The Contractor shall include the provisions of the foregoing paragraphs A through C in every subcontract or purchase order so that the provisions will be binding upon each subcontractor.

Section 4.06 Fair Labor Standards Act

The Contractor and any subcontractor shall pay all employees working on this Agreement, not less than the minimum wage specified in the Fair Labor Standards Act, as amended.

Section 4.07 Americans with Disabilities Act

Contractor and all of its subcontractors shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Section 4.08 Drug-Free and Smoke-Free Workplace

The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that its personnel and the personnel of each of its subcontractors agree to adhere to the County's policies on drug-free and smoke-free work place during the term of this Agreement.

Article 5. Contractor as Independent Contractor

The Contractor shall provide the services required herein strictly in an independent contractual relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. The County shall not provide facilities, vehicles, or equipment to the Contractor to perform the duties required by the Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services. The Contractor is not exclusively bound to the County and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the County.

Article 6. Subcontractors

In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractors, suppliers, other persons or organization in connection with service covered by this Agreement, the Contractor must secure the prior written approval of the County. The County's acceptance of any such subcontractors, suppliers, other persons or organization so identified, may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the County of any such subcontractor, supplier, other person or organization shall constitute a waiver of any right of the County to reject defective work. Contractor shall remain fully

responsible for the services of said subcontractors, suppliers, other persons or organizations.

Article 7. Deliverables and Standards

Section 7.01 Deliverables

The Contractor shall deliver to the County any and all reports and any other deliverable required under the Scope of Services set forth in Article 2 of this Agreement in a format approved by the County's Project Manager. All concepts, all intermediate product(s), and the final product(s) shall be considered "works for hire" as defined in Section 201 (b) of the Copyright Law of the United States, Title 17 of the United States Code, and, shall be the exclusive property of the County of Volusia, Florida, and may be used as deemed necessary by the County. All intellectual property rights, including copyrights, belong solely and exclusively to the County of Volusia, Florida, and the County shall have the exclusive rights to use and exploit copyrights and licenses to the extent permitted by the Copyright Law and Florida Statutes. The Contractor expressly conveys all intellectual property rights including copyrights, to the County of Volusia, Florida, for all original concepts created under the work of this Agreement.

Section 7.02 Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

Section 7.03 Standards

The Contractor shall be responsible for the professional quality and the accuracy of all deliverables and services provided under this Agreement and shall, without additional compensation, correct any errors in the same. Deliverables prepared by the Contractor

in response to the requirements of this Agreement shall, unless otherwise provided for in the Agreement, be thoroughly researched for accuracy of content, be grammatically correct and not contain errors, be numerically accurate, be submitted in the format approved in advance by the County's Project Manager, and be submitted for advance review and comment by the County's Project Manager. The cost of correcting errors, correcting report data, or making other revisions required to bring the deliverable into compliance with the Agreement requirements shall be borne solely by the Contractor.

Section 7.04 Performance

A. Time is of the essence in this agreement. Performance shall be defined as the commencement of work as defined by Task Order, within twenty-four (24) hours of issuance of the Notice to Proceed and in accordance with Section 2.07 – Production Rates for Debris.

B. Failure of the Contractor to meet this performance requirement may result in default, immediate cancellation of the Agreement, and all other applicable remedies available to the County under State Law.

C. It is hereby understood and mutually agreed to by and between parties hereto, that the time of performance is an essential condition of this Agreement.

D. The Contractor shall, within two (2) calendar days from the beginning of such delay, notify the Director of Purchasing and Contracts or designee in writing, of the cause(s) of the delay.

Section 7.05 Liquidated Damages

Should the Contractor fail to complete the required services within the time(s) specified in this Agreement in Section 2.07 Production Rates for Debris, or within such additional time(s) as may be granted by the County, the County will suffer damage, the amount of

which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of five hundred ($500.00) dollars for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

Article 8. Insurance Requirements

Section 8.01 Required Insurance

Contractor shall provide, pay for, and maintain in force at all times during the term of the Agreement, at least the following minimum insurance coverage:

A. Level I Event

1. Commercial General Liability Insurance in the minimum amount of FIVE HUNDRED THOUSAND ($500,000.00) DOLLARS per occurrence, ONE MILLION ($1,000,000.00) DOLLARS aggregate. The General Aggregate limit shall either apply separately to the resulting contract or shall be at least twice the required occurrence limit.

2. Comprehensive Automobile and Water Liability Insurance in the minimum amount of ONE MILLION ($1,000,000.00) DOLLARS per occurrence combined single limit, (covering any automotive equipment). Physical damage insurance covering owned or rented machinery, tools, equipment, office trailers and vehicles.

3. Workers' Compensation insurance as prescribed by Florida law.

B. Levels II and III Events

1. Commercial General Liability Insurance in the minimum amount of ONE MILLION ($1,000,000.00) DOLLARS per occurrence, FOUR MILLION ($4,000,000.00) DOLLARS aggregate. The General Aggregate limit shall either apply separately to the resulting contract or shall be at least twice the required occurrence limit.

2. Comprehensive Automobile and Water Liability Insurance in the minimum amount of ONE MILLION ($1,000,000.00) DOLLARS per occurrence combined single limit, (covering any automotive equipment). Physical damage insurance covering owned or rented machinery, tools, equipment, office trailers and vehicles.

3. Workers' Compensation insurance as prescribed by law.

4. Pollution and Remediation Liability - with limits of not less than FOUR MILLION ($4,000,000.00) DOLLARS annual aggregate / Two Million ($2,000,000.00) Dollars per occurrence, including the cost of defense during the term of this agreement and for a period of five (5) years following the completion the work as out lined in this Agreement. Such coverage shall apply specifically to the scope of services as outlined herein and shall include, but not be limited to:

a. Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any

watercourse or body of water including groundwater at, under or emanating from the work).

b. Remediation Legal Liability/Expense - expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment or neutralization of a condition arising from the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinance, regulation or statutes or any subsequent amendments thereof.

c. Transportation Legal Liability / Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the County to its final delivery point as specified in the Agreement.

C. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

Section 8.02 Notice

Contractor agrees that all insurance policies shall state that they shall not be canceled or materially altered without providing thirty (30) days prior written notice to County.

Section 8.03 Subcontractors and Consultants

Contractor agrees that it shall either cover its subcontractors, consultants or subsidiaries performing work in connection with the Agreement under the policies described in Section 8.01 above, or to require such subcontractors, consultants or subsidiaries to acquire and maintain the same coverage as set forth in Section 8.01 above.

Section 8.04 Certificate of Insurance

No work may be commenced, material ordered, or payments made unless and until proof, certificate or evidence of the required insurance has been provided to the County in a form satisfactory to County. Failure of Contractor to procure and keep on file with the County at all times the proof of required insurance shall be grounds for termination of this Agreement for material breach. All certificates shall be dated and show:

A. The name of the insured Contractor, RFP No. 06-P-89 BB, the name of insurer, the number of the policy, its effective date, and its termination date.

B. A Statement that the Insurer will mail notice to the County a minimum of thirty (30) days prior to cancellation of the policy or any material changes in provisions that may adversely affect the County.

C. The County of Volusia, Florida, as additional insured to the extent of the liabilities and indemnification obligations Contractor has accepted under the terms of this Agreement.

Section 8.05 Exempt from Deductible Amounts

The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy of the Contractor, as detailed in Section

8.01. The payment of such deductible shall be the sole responsibility of Contractor and/or subcontractor providing such insurance.

Section 8.06 Effective Date of Policies

If any policy as required is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Agreement is completed.

Section 8.07 Notice of Losses

Contractor shall give prompt written notice to the County of all known losses, damages, or injuries to any person or to property of the County or third persons, that may be in any way related to the services being provided hereunder or for which a claim might be made against the County. Contractor shall promptly report to the County all such claims that Contractor has noticed, whether related to matters insured or uninsured. Contractor shall make no settlement or payment for any claim for loss, injury or damage or other matter as to which the County may be charged with an obligation to make any payment or reimbursement without the prior written approval of the County.

Section 8.08 Survival of Termination

The provisions of this Article 8 shall survive the expiration or termination of this Agreement.

Article 9. Indemnification

The Contractor shall, at Contractor's expense, indemnify, hold harmless, and defend the County, its officers, agents, and employees, from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any

kind whatsoever resulting from, arising out of, or allegedly arising out of, or in connection with the Contractor's performance or nonperformance of services pursuant to this Agreement, whether said services are performed by the Contractor, its agents, sub-agents, subcontractors, appointees, or employees, or on behalf of the Contractor, unless said claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities result from, arise out of, or are in connection with the actions of the County, its officers, agents, or employees, for the sole benefit of the County and unrelated to the Contractor's performance or nonperformance of its services under this Agreement. The provisions of this Article 9 shall survive the termination of this Agreement.

Article 10. County Government Policies

Section 10.01 Modifications Due To Public Welfare or Change in Law

The County shall have the power to make changes in this Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give Contractor notice of any proposed change and an opportunity to be heard concerning those matters. In the event any future change in federal, state or county law or the ordinances of Volusia County materially alters the obligations of Contractor, or the benefits to the County, then this Agreement shall be amended consistent therewith. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law.

Section 10.02 Compliance with Laws

Contractor shall keep fully informed of and shall comply with all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Contractor shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, subcontractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, Volusia County, or municipalities when legally required and maintain same in full force and effect during the term of this Agreement. Contractor's obligations under this article shall be limited to those laws, ordinances, rules, regulations, orders and decrees which are published and reasonably available to the legal counsel for Contractor and/or the general public.

Section 10.03 Truth-In-Negotiation Certificate

The signature on this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

Section 10.04 Public Records Law

Contractor acknowledges the County's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. Contractor acknowledges that the County is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the

handling of the materials created under this Agreement and that said statute controls the terms of this Agreement.

Section 10.05 Audit Right and Retention of Records

Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of Contractor that are directly related to the Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

Section 10.06 Assignment and Subletting

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any of its interests or obligations of this Agreement without the prior written consent of the County. In addition, in the event the Contractor is a corporation, other than a publicly

held corporation, it shall not sell or transfer any shares in said corporation without the prior written consent of the County.

Article 11. Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, Contractor is hereby notified of the contents of the following statutory provision:

1. Section *287.133(2)(a)(2005)*: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2. Section *287.133(2)(b)(2005):* A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award

any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

3. Section *287.134(2)(a)(2005):* An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

4. Section *287.134(2)(b)(2005):* A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By signing this Agreement, the Contractor represents and warrants that it is not violating Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Contractor represents and warrants that Contractor is not under investigation for violation of such statutes and should Contractor prepare to use a sub-contractor or professional associate, Contractor shall require such subcontractor or professional associate to sign an affidavit that the individual or entity is not under investigation nor in violation of these statutes.

D. Contractor warrants it has read and will abide by all provisions of 287.133 and 287.134, Florida Statutes (2005).

Article 12. MISCELLANEOUS PROVISIONS

Section 12.01 Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no understandings or agreements related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Agreement, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

Section 12.02 Sovereign Immunity

Nothing in this Agreement shall be construed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or which may be adopted by the Florida Legislature or the charter of the County of Volusia. Such limits of liability shall apply to all actions against the County based in contract, tort or any other legal theory.

Section 12.03 No Third Party Beneficiaries

Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 12.04 Notice

All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

County of Volusia
Director of Purchasing & Contracts
County of Volusia
123 W. Indiana Ave., Room 304
DeLand, FL 32720

With copy(s) to:
County Attorney
County of Volusia
123 W. Indiana Ave., 3rd Floor Legal
DeLand, FL 32720

Director of Public Works (Project Mgr.)
County of Volusia
123 W. Indiana Ave., Room 402
DeLand, FL 32720

PHILLIPS AND JORDAN, INC..
Edd Satterfield, Assistant Vice President
Phillips and Jordan, Inc.
191 P and J Road
Robbinsville, NC 28771

With copy to:
Dudley Orr Vice President
Phillips and Jordan, Inc.
191 P and J Road
Robbinsville, NC 28771

Section 12.05 Governing Law

The laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida, shall govern this Agreement. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with

the laws of the State of Florida and Code of Ordinances of County of Volusia, FL, without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

Section 12.06 Order of Precedence

In the event of a conflict between provisions of the various documents contained herein, the documents shall govern and be controlling in the following order of precedence:

First: This Agreement

Second: The RFP and all associated addenda, attached as Exhibits A,& B,

Third: The Contractor's Proposal, attached as Exhibit C

Section 12.07 Venue and Jurisdiction

The venue for any litigation between the parties arising under this Agreement shall be only in the County of Volusia, Florida, unless the litigation is only cognizable in federal court and venue shall then exclusively be in the United States District Court, Middle District of Florida in Orlando, Florida. Each party hereby agrees to submit to the personal jurisdiction of theses courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

Section 12.08 Waiver of Jury Trial

Contractor and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to the Agreement for any litigation limited solely to the parties of the Agreement.

Section 12.09 Attorneys Fees and Costs

Each party shall pay its own costs and attorney's fees relating to any dispute, mediation or litigation arising out of this Agreement.

Section 12.10 Severability

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless County or Contractor elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

Section 12.11 Waiver

Failure by either party or both parties to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

Section 12.12 Amendment

No modification, amendment, change order, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by a duly authorized official of each party.

Section 12.13 Headings

Any paragraph and/or section headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

Section 12.14 Counterpart

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 12.15 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

Agreement: This document, including any written amendments hereto and other written documents, which are expressly incorporated herein by reference, shall be known as the Agreement.

Authorized Agent of the County: County employees and/or contracted individuals designated in this Agreement or by the Project Manager.

Change Order: A written order issued by the County that orders minor changes in the Scope of Service, in accordance with Section 2.0 Exhibit A, but which does not involve a change in the contract price or this Agreement.

Chipping: Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching are often used interchangeably.

Clean Debris: Any solid waste which is virtually inert, which is not a pollution threat to ground water or surface waters, is not a fire hazard, and is likely to retain its physical

and chemical structure under expected conditions of disposal or use. The term includes brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel.

Clean Wood: Wood, including lumber, tree and shrub trunks, branches, and limbs, which is free of paint, glue, filler, pentachlorophenol, creosote, tar, asphalt, other wood preservatives or treatments.

Contract Administrator: The. Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the Director of Purchasing and Contracts or designee.

Contractor: The word Contractor refers to that entity, Phillips & Jordan, Inc., including employees, servants, partners, principals, agents and assignees of the entity that has entered into this Agreement with the County to provide the services set forth herein.

Contractor's Project Manager: The Contractor's Project Manager has responsibility for administering this contract for the Contractor and has been designated as Edd Satterfield and/or Dudley Orr.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager: The Project Manager has responsibility for the day-to-day administration of this Agreement for the County and has been identified as the Public Works Director or designee.

Construction and Demolition Debris (C&D): Any discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and umber, from the construction or destruction of a structure.

Day: The word "day" means each calendar day or accumulation of calendar days.

Debris: Scattered items and materials broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.

Debris Clearance: Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

Debris Removal: Picking up debris and taking it to a temporary storage site or permanent landfill.

Debris Disposal: Placing mixed debris and/or residue from volume reduction operations into an approved landfill.

Defective: An adjective which, when modifying the word "work" refers to work that is unsatisfactory, faulty or deficient, in that it does not conform to the scope of service detailed in this Agreement or does not meet the requirements of any inspection, reference standard, test or approval referred to in this Agreement.

Demobilization: Upon completion of all services provided under the resulting contract, the Contractor shall remove all equipment, supplies and other materials involved in the performance of the services and shall leave the site clean and restored to the original state, to the satisfaction of the County.

Department of Public Works (DPW): Department typically responsible for clearing debris from the roads and rights-of-way.

Department of Solid Waste Management (SWM): Department responsible for managing and overseeing the collection and disposal of garbage, trash and disaster related debris.

Designated Disposal Facility: The place or places specifically designated by the County for the disposal

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Eligible Debris: Debris that is eligible for reimbursement as defined by FEMA governing regulations and guidelines.

EOC: Emergency Operation Center located at 49 Keyton Drive, Daytona Beach, FL.

Federal Response Plan: A plan developed to facilitate the delivery of all types of Federal response assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies in providing Federal response assistance to supplement the State, tribal and local response efforts.

FEMA: Federal Emergency Management Agency.

Fill: Man-made deposits of earth or waste materials used to fill excavations, to increase the vertical or horizontal extent of land or solid waste disposal units, or to build embankments.

Final Disposition Site: Volusia County's Tomoka Landfill or other landfill specifically designated by the County's Project Manager, in writing.

FLDEM: Florida Department of Emergency Management.

Force Account Labor: State, tribal or local government employees engaged in debris removal activities.

Garbage: Waste that is regularly picked up by the Department of Solid Waste Management. Example: food, plastics, wrapping, papers.

Government Debris Management Sites: Any site approved by the County for debris collection and/or reduction, including TDSRS and Citizen Disposal Sites.

Hazardous Waste: Material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. In accordance with Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Household Waste: Any solid waste, including garbage, trash, and sanitary waste in septic tanks, derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.

Household Hazardous Waste (HHW): Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal

household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders.

Hot Spots: Illegal dump sites that may pose health and safety threats.

Incident: Each disaster for which a Notice to Proceed (NTP) is issued.

Inspector: An authorized representative of the County assigned to make all necessary inspections of the Work performed, or being performed.

LSA: Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to trucks, cranes, trailers, heavy equipment, etc.

Materials recovery: Any process by which one or more of the various components in solid waste is separated and concentrated for reuse.

Milestone: A principal event specified in this Agreement relating to an intermediate completion date or tome prior to Substantial Completion of all the Work.

Mutual Aid Agreement: An understanding between communities and States obligating assistance during a disaster.

Mobilization: Movement of all personnel, equipment, materials, tools and incidentals required to execute the Work detailed in this Agreement to the Project Site defined by the County in the issuance of a Notice to Proceed.

Mulch: The end product of the chipping or grinding of wood products.

Notice to Proceed: A written notice issued to the Contractor, by the County's Purchasing & Contracts Division fixing the date on which the contract times will commence to run and on which the Contractor shall start to perform the Contractor's obligations under this Agreement.

Open Burning: The burning of any material under such conditions that the products of combustion are emitted directly into the atmosphere.

Partial Utilization: Use by the County of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Project: The total Work to be provided under this Agreement that may be the whole or a part, as indicated elsewhere in this Agreement.

Processing: Any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport, amenable to recovery, storage or recycling; safe for disposal; or reduced in volume or concentration.

Recycling: Any process by which solid waste or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Recycling Equipment: Machinery or equipment exclusively and integrally used in the actual process by which solid waste or materials which would otherwise become solid

waste are separated or processed and reused or returned to use in the form of raw materials or products.

Resource Recovery: means the process of recovering materials or energy from solid waste, excluding those materials or solid waste under control of the Nuclear Regulatory Commission.

Rights-of-Way (ROW): The portions of land over which a facility, such as highways, railroads, or power lines are built. Includes land on both sides of the highway up to the private property line.

Scale/Weigh Station: A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly.

Site: Any area of land or water within the property boundaries of a solid waste management facility where one or more solid waste processing, resource recovery, recycling, storage, or disposal areas are located.

Special Wastes: means solid wastes that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps.

Storage Site: A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill.

Storm Debris: Debris that may be eligible for clearance, removal and disposal includes trees, sand and gravel, building wreckage, vehicles and personal property. The debris must be a direct result of the declared event, must occur within the designated disaster

area and must be the responsibility of the applicant at the time of the disaster. Debris removal may be eligible when it:

- Eliminates immediate threats to lives, public health and safety;
- Eliminates immediate threats of significant damage to improved public or private property; and/or
- Ensures economic recovery of the affected areas to the benefit of the community-at-large.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of the County as evidenced by the County's definitive written approval, it is sufficiently complete, in accordance with this Agreement so that the work (or specified part) is ready for final payment, as evidenced by the County's written approval of final payment.

Sweeps: The number of times a contractor passes through a community to collect all disaster related debris from the rights-of-way. Usually limited to three passes through the community.

Task Order: A written order issued by the County that defines the specific tasks the Contractor shall perform.

TDSRS: Temporary Debris Storage and Reduction Sites(s), including citizen site(s), located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.

Ticket: County Approved tracking document used to determine eligibility for payment requests.

Tipping Fee: A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

Toxicity Characteristic Leaching Procedure: TCLP a test designed to simulate the leaching a waste will undergo if disposed in a sanitary landfill. EPA developed the Toxic Characteristic Leaching Procedure to determine the toxicity of waste.

Trash: Non-disaster related yard waste, white metals, or household furnishings placed on the curbside for pickup by local solid waste management personnel. A resident must call for pickup. Not synonymous with garbage.

United States Army Corps of Engineers (USACE): A component of the U.S. Army that is responsible for constructing and maintaining all military bases and other government-owned and controlled entities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

White Metals: Household appliances, such as refrigerators, freezers, stoves, washers and dryers.

Woody Waste: Yard trash, Clean wood and tree remains, trees, and other vegetative matter that may be safely burned or chipped/shredded for reduction and reuse.

Work: The entire completed Project or the various separately identifiable parts thereof required to be furnished under this Agreement. Work includes all tasks required to: (i) collect, sort, process and dispose of debris and to (ii) build, operate and maintain temporary debris-processing sites, as required by this Agreement and is the result of performing or furnishing labor, materials, tools, equipment and other means necessary and incidental to the performance of such tasks as required by this Agreement.

Work Plan: A detailed description of the Contractor's proposed means, methods and sequencing of the Work. Said plan shall include at a minimum:

Key staff, including their respective responsibilities and means of communicating with other staff and the County, including their cellular phone and/or pager numbers.

Contractor's Project Manager and designee who will be authorized to act of the Contractor's behalf.

A complete list of the Contractor's subcontractors, including the areas of the Work that each subcontractor will execute.

A complete list of equipment that will be utilized for the Project.

A complete list of temporary debris-processing sites required and how they will best be set up.

A detailed description of procedures that will be followed by the Contractor to document all Work efforts.

A proposed progress schedule indicating the number of days for completion of all areas of Work detailed in the Contract, including any Milestones specified in this Agreement.

A traffic control plan

A list of any items or decisions that are required by the Contractor from the County to complete the Work in accordance with the requirements of this Agreement.

Any/all modifications to the Work Plan shall be approved by the County prior to commencement.

Work Sites: Any location at which the Contractor is delivering contracted services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

Yard Trash: Vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY OF VOLUSIA

By: Frank T. Bruno Jr.

Frank T. Bruno, Jr.
County Chair

Date: 8/14/06

ATTEST: Mary Ann Conroy

James T. Dinneen
County Manager

Date: 8/15/06

PHILLIPS AND JORDAN, INC.

Dudley Orr

Dudley Orr
Vice President

Date: 7/27/06

ATTEST:

Name: Janet D. Cruse

Title: Asst. Corp. Sec.

7/27/06

Date:

Exhibits Incorporated therein:

Exhibit A: RFP, Addenda 1 - 4

Exhibit B: Fee Schedule

Exhibit C Contractor's Proposal

Exhibit D Final Load Ticket

Exhibit E FOOT District 5 Local Agency Contracting Requirements for FHWA Emergency Relief Program

DEBRIS REMOVAL, REDUCTION & DISPOSAL SERVICES

AGREEMENT

COUNTY OF VOLUSIA

&

STORM RECONSTRUCTION SERVICES, INC.

Rebecca Bishop
Procurement Manager
County of Volusia
123 West Indiana Avenue, Suite 304
DeLand, Florida 32720
(386) 822-5764

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Agreement Between
County of Volusia, Florida
And
Storm Reconstruction Services, Inc.
For
Debris Removal, Reduction & Disposal Services

THIS AGREEMENT is made and entered into this 15th day of August, 2006, by and between the COUNTY OF VOLUSIA, a body corporate and politic and a political subdivision of the State of Florida ("County"), and STORM RECONSTRUCTION SERVICES, INC., Incorporated in the Alabama ("Contractor") and licensed to do business in the State of Florida.

WHEREAS, the County desires to retain the services of competent and qualified Contractor to provide Debris Removal, Reduction and Disposal services as the Contractor for the County; and

WHEREAS, the County has propounded Request for Proposal No.06-P-89 BB (the "RFP") and has received responses from various potential vendors; and

WHEREAS, Contractor is competent and qualified to furnish services to the County, has provided a responsive and responsible proposal to the RFP, and desires to provide professional services according to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, the County and Contractor agree as set forth herein.

Article 1. Term and Termination

Section 1.01 Term

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall commence as of August 15, 2006 and end August 15, 2009. Two one-year renewals are permissible upon mutual written agreement.

Section 1.02 Termination

This Agreement may be terminated for cause by either party for material breach if the party in breach has not corrected the breach within thirty (30) days of written notice to do so from the aggrieved party, identifying the breach; or for convenience by the County upon not less than thirty (30) days written notice by the Contract Administrator to the Contractor. In the event the County elects to terminate this contract for convenience, the County reserves the right to direct the Contractor to any specific area it desires for the last thirty (30) days of the Agreement. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the County, the adequacy of which is hereby acknowledged by the Contractor, is given as specific consideration to the Contractor for the County's right to terminate this Agreement for convenience.

This Agreement may be terminated in whole or in part, whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by the delivery to the Contractor of a Notice of Termination specifying the extent to which this Agreement is terminated and the date upon which termination becomes effective.

In the event that this Agreement is terminated in whole for convenience by the County, the Contractor shall be paid in accordance with the terms of this Agreement to the date of termination for services that have been provided. Upon being notified of the County's election to terminate, the Contractor shall refrain from performing further work or incurring additional expenses under the terms of this Agreement, which are not specifically authorized in the Notice of Termination.

Notice of Termination shall be provided in accordance with Section 12.04.

Any provision of this Agreement that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Agreement

Article 2. Scope of Services

The Contractor shall provide services under this Agreement in accordance with the Scope of Services set forth in this Article 2, the RFP attached hereto as Exhibit A, the Fee Schedule attached hereto as Exhibit B, the Contractor's proposal attached hereto as Exhibit C, the Final Load Ticket attached hereto as Exhibit D and FDOT District 5 Local Agency Contracting Requirements for FHWA Emergency Relief Program attached hereto as Exhibit E (hereinafter collectively referred to as the "Scope of Services"). This is a non-exclusive contract and Contractor understands and agrees that other contractors may be engaged to perform the services contemplated by this Agreement along with Contractor.

Section 2.01 General

The required services shall include, but are not limited to, the following, upon request by the County:

A. The provision of professional technical services in the preparedness, response, recovery, and mitigation phases of any natural or man made disaster or emergency situation, in accordance with the specifications detailed herein, as ordered by the County.

B. Response shall be defined as having a Contractor's representative physically present at the County of Volusia Emergency Operations Center within twelve (12) hours after notification of need. Performance shall be defined as the commencement of work

as defined by Task Order within twenty-four (24) hours of issuance of Notice to Proceed.

C. All payments under this contract shall be made only for services requested and approved by the County, as stated in the Task Order. There shall be no retainer paid in order to keep the contract in effect. The Contractor shall have the ability to guarantee operations, and pay vendors and subcontractors for sixty (60) days prior to receiving payments from the County.

D. The Contractor shall provide designated disaster and debris services including operations and management, logistical support, construction and technical assistance before, during or after any of the following potential or actual disaster situations including, but not limited to: Tornado, Hurricane, Wild Fire, Severe Weather Event or any other disaster or emergency.

1. This shall include the provision of personnel, equipment, plans, procedures, and other materials and capabilities necessary for both pre-disaster and post-disaster situations on an as needed basis, as directed by the County by specific Task Orders to the Contractor.

E. The Contractor shall disclose future debris management contractual obligations within the State of Florida throughout the term of the Agreement. Such disclosure shall be provided to the County within thirty (30) days of entering into said contractual obligation.

Section 2.02 Debris Collection

The Contractor shall provide disaster and debris management activities including, but not limited to complete documentation to support federal, state and local reimbursements, furnishing all labor, materials and equipment to accomplish the following types of tasks:

A. Clearing and/or removing debris from the public right-of-way (ROW), streets and roads or privately owned property, as directed by the County or its Agent, to secure the public safety. The Contractor will assist the County or it's Agent in obtaining rights of entry, hold harmless consents and insurance information from property owners prior to entry onto private property.

B. Establishment, management, permitting and operation of debris reduction sites to accept, sort, process, reduce, incinerate, and dispose of Event related debris. All sites shall be approved by the County prior to the commencement of operations.

C. Demolition and removal of condemned structures and buildings, which pose a threat to public safety, and which are a result of an Event.

D. Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling, and disposal.

E. Provision of all permits and services necessary for the containment, clean-up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the Event.

F. Removal of sand and earthen materials from roads, streets, bridges and rights-of-way; screening sand and returning clean sand to beaches or other designated sites.

G. Cleaning and opening of drainage systems and retention areas.

H. The Contractor shall be responsible for returning to good condition, those areas throughout the County that were damaged due to the Contractor's operations. All damages to pavement, sidewalks, curbs, utility lines or any other infrastructure shall be repaired or restored to their original condition and the satisfaction of the County.

I. Debris collection shall be performed in no more than three (3) separate passes. Prior **written** approval to commence work on each pass must be obtained from the County.

J. The County may elect to have the Contractor perform additional debris removal passes. These passes shall be performed for the unit prices contained in the Fee Schedule, Exhibit B. The County shall issue a written Change Notice to authorize any additional passes.

Section 2.03 Logistics Activities

The Contractor shall provide activities, including but not limited to management, staff augmentation, support capabilities, consumables, temporary facilities, monitoring towers, transportation support (trucking and static support assets), power generation, portable lights, communications equipment, debris removal, deployable personnel, and major end items and development of operational procedures for Logistical Staging Areas (LSAs), base camps, comfort stations, food and lodging. The County shall **not** pay any travel Per- Diem costs incurred by Contractor.

Section 2.04 Documentation Management and Support

The Contractor shall provide data management and support to the County during the disaster recovery effort including but not be limited to:

A. Assistance in the preparation of FEMA and State forms and reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal;

B. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meets each agency's requirements for reimbursement eligibility;

C. Utilize County tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and County reimbursement;

D. The Contractor shall conduct daily meetings with the County to:

1. Provide updates on the status of operations,

2. Discuss issues/problems, and daily work schedules;

3. Provide daily reports in a format approved by the County which details the progress of the debris removal and disposal program, including;

a. A description of all areas where work has been done, detailing the street names, beginning and ending cross streets and address blocks and city limit lines, when applicable, where debris removal was completed;

b. The types and volumes of debris transported, reduced and disposed;

c. Issues requiring attention and other information requested by the County.

E. The Contractor shall maintain, in an approved and safe place **at the site**, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State

reimbursement applications, along with Written Amendments, Change Orders, Work Change Directives, and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved samples, shall be available to the County for reference. Upon completion of the work, these record documents and samples shall be delivered to the County.

Section 2.05 Technical Assistance

The Contractor shall provide technical expertise and guidance to support the County, at the County's direction, during the disaster recovery effort including but not limited to:

A. A Comprehensive emergency management plan, including plan development, plan review and plan revision;

B. Damage assessment, including plan development, procedure development, staff training and staff augmentation;

C. Critical facilities assessment, including facility inventory and facility assessments;

D. Comprehensive mitigation program development, including mitigation plan, staff training, cost benefit analysis, project management, GIS mapping, environmental review and staff augmentation;

E. Develop debris plan and County compatible GIS mapping, including staff training;

F. Project management to include the formulation and management of permanent work projects, task force management and management services for the County;

G. Provide technical support and assistance in developing public information.

Section 2.06 Debris Monitoring

The County may utilize the services of a debris monitoring consultant, County employees or other contracted services to provide oversight of the Contractor's operations. The debris monitors act as the County's agent and has authority to act on the County's behalf, including direction to the Contractor on all operational, reporting and administrative matters.

Section 2.07 Production Rates for Debris

The Contractor commits to the following production rates for debris removal:

A. Up to one hundred thousand (100,000) cubic yards - 10 calendar days from Notice to Proceed (NTP).

B. Up to two hundred fifty thousand (250,000) cubic yards - 15 calendar days from NTP.

C. Up to five hundred thousand (500,000) cubic yards – 30 calendar days from NTP.

D. Up to one million (1,000,000) cubic yards – 60 calendar days from NTP.

E. Greater than one million (1,000,000) cubic yards – after 60 calendar days, and two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.

F. Contractor commits to being fully operational for the reduction and disposal of debris within 72-hours of initial NTP.

G. Contractor commits to incinerate daily debris volumes within thirty (30) days, on a first-in, first-out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Section 2.08 Contractor's Responsibilities at Temporary Debris Storage and Reduction Site (TDSRS)

A. All TDSRS and other debris collection sites shall be maintained in full accordance with all applicable federal, state and local laws, ordinances, regulations and standards, including without limitation environmental agencies and required permitting.

B. The Contractor shall be responsible for the following:

1. Preparation and layout of the site;

2. Management, maintenance and operation of the TDSRS, including but not limited to, sorting, segregation, processing and reduction (chipping, grinding or incineration);

3. Groundwater and soil testing;

4. Furnishing materials, supplies, labor, tools and equipment necessary to perform the required services;

5. Providing traffic control, dust control, erosion control, inspection tower(s), utilities service, lighting, ash and Hazardous and/or Toxic Waste (HTW) containment areas, fire protection, permits, environmental monitoring and safety measures;

6. Loading reduced/stored debris and initiating load tickets for final disposition; and closure and remediation of the TDSRS.

C. Contractor's TDSRS shall have appropriate site entrance and controls, four (4) person monitoring tower(s) built to the County's current building code standards, bathroom, 24-hour site management and communications.

D. A separate debris drop off area shall be established for the public. Such debris shall be quantified and documented for reimbursement based upon mechanical consolidation and FEMA approved cubic yard estimates.

E. If incineration is used, the site shall have a 24-hour fire tender.

F. All waste received shall be processed within 60 days, on a first-in-first-out processed basis, where possible. Where the Contractor uses an existing disposal facility, the Contractor will be responsible for tip fee rate, not to exceed the County approved rate(s). The Contractor shall be responsible for documenting cubic yardage and tip fee rate without mark-up for reimbursement. If the TDSRS is located within the County's landfill, it shall not obstruct or hinder the landfill's normal day-to-day operations. The TDSRS operations shall be segregated from the normal day to day operations at the landfill sites.

G. Contractor shall ensure that all equipment used in the performance of this contract is perpetually in good operating condition and in compliance with all applicable federal, state, and local laws, ordinances, regulations and standards. All equipment including, but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.

Section 2.09 Crew / Equipment Requirements

A. The Contractor's debris removal crews shall consist of the following minimum resources:

1. One (1) self loader or a combination of three hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment;

2. One (1) saw man and (2) two laborers with all pertinent equipment;

3. Two (2) flagmen for traffic control.

B. Prior to start of work, all vehicles used by the Contractor for debris collection must be measured for capacity, properly documented for FEMA purposes and appropriately marked by the County. Vehicles may be re-measured at any time at the discretion of the County.

Section 2.10 Hot Spot Crew

The Contractor shall have at least one (1) hot spot crew. The crew shall consist of one (1) self-loader plus the minimum crew specified above in Section 2.09 -Crew/Equipment Requirements. The hot spot crew will respond to urgent requirements, as directed by the County, and shall begin operation within twenty-four (24) hours after NTP. The County may require additional hot spot crew(s) for each collection zone or region of the County.

Section 2.11 Additional Services

The Contractor shall, at the County's request, perform the services detailed below. Fees for each service shall be listed in Exhibit B - Fee Schedule.

A. Private Property Demolition — The Contractor shall operate beyond the public right-of-way (ROW) only as identified and directed, in writing, by the County. Operations beyond the ROW on private property shall only be done, as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but not be limited to, the demolition of structures and the removal and relocation of the debris to the public ROW.

B. Marine Debris Removal — The Contractor shall clear canals and waterways of debris only as identified and directed by the County, in writing.

C. Hazardous and/or Toxic Waste (HTW) Disposal — The Contractor shall collect, transport and dispose of HTW in accordance with all applicable federal, state and local laws, standards and regulations. as directed by the County. The coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the Contractor.

D. Dead Animal Carcasses — As identified and directed by the County, the Contractor shall collect and haul dead animal carcasses, including but not limited to dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the TDSRS and/or final disposition site at an approved landfill.

E. Sand Screening — The Contractor shall screen all sand to remove Eligible Debris deposited as a result of a natural or manmade disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible Debris removed from the sand shall be collected, hauled and processed at the TDSRS.

F. Freon Recovery — The Contractor shall remove and recover freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site, in accordance with all federal, state and local rules, regulations and laws.

Section 2.12 Additional Services to be provided at No Cost to the County

The services detailed below shall be provided, if directed by the County, at no additional cost to the County.

A. Training and Assistance — Sessions for all key County personnel and assistance in all disaster debris recovery planning efforts, as requested.

B. Preliminary Damage Assessment — Determining the impact and magnitude of the disaster Event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-disaster damage and disaster-generated damage, documenting eligible costs and describing the physical and financial impact of the disaster.

C. Mobilization and Demobilization — All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

D. Mobile Command Unit — The Contractor shall provide use of the mobile command unit for County debris recovery management personnel, to serve as a field operations command center.

E. Temporary Storage of Documents — The Contractor shall provide storage of all disaster-related documents and reports for protection during the disaster Event.

F. Debris Planning Efforts — The Contractor shall assist in all disaster debris recovery planning efforts, as requested by the County. These planning efforts shall include but shall not be limited to:

1. Development of a debris management plan;

2. Identification of adequate Temporary Debris Storage and Reduction Sites;

3. Estimation of debris quantities;

4. Emergency action plans for debris clearance following a disaster Event.

G. Closure and Remediation of the TDSRS — The Contractor shall remove all Contractor equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state.

H. Reporting and Documentation — The Contractor shall provide and submit to the County, all reports and documents as may be necessary to adequately document the Debris Recovery Services.

I. White Goods — The Contractor shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws.

Section 2.13 Responsibility of the Contractor

A. The Contractor shall be responsible for the professional and technical accuracy of all services furnished by the Contractor under this Agreement. The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies for which it is responsible.

B. The Contractor shall serve as an expert witness for the County in any legal proceedings arising in connection with this contract, if the County so requests.

Section 2.14 Representative of County

All services authorized under this Agreement will be under the direction of the County's Project Manager, who shall have final decision authority for all phases of the services, including general direction, review and approval of the services. For the purposes of this Agreement, the County's Project Manager shall be the Public Works Director or designee.

Section 2.15 Representative of Contractor

Contractor shall, at all times during the normal work week, designate or appoint, one or more representatives of Contractor who are authorized to act on behalf of Contractor regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the County's Project Manager continually advised of such designation.

Section 2.16 Change in Scope of Services

The County may order changes in the service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor to change the amount of compensation of the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to this Agreement. If the Contractor believes that any particular service is not within the Scope of Services, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Project Manager or designee, in writing, of this belief. If the County's Project Manager or designee believes that the particular work is within the scope of the Agreement, the Contractor shall continue with the work at the cost stated for the work within the scope. The Contractor shall assert a right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order and the assertion shall be written and shall be sent in accordance with the notice requirements of Section 12.04.

Section 2.17 Continuing the Work

The Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the County. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as specifically permitted in elsewhere in this document, or as the County and Contractor may otherwise agree in writing.

Section 2.18 Use of Premises

A. The Contractor shall confine equipment, storage of materials and the operations of workers to the site, and confine operations within the debris removal and transfer areas identified in and permitted by, this Agreement and shall not unreasonably encumber areas serving the public with equipment or other materials.

B. The Contractor shall assume full responsibility for any damage to any such area/areas, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the work. Should any claim be made by any such owner or occupant because of the performance of the work, the Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless the County, the County's debris monitors, consultants and anyone directly or indirectly employed by any of them, from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against the County, or any other party indemnified hereunder, to the extent caused by or based upon the Contractor's negligence.

C. During the progress of the work, the Contractor shall keep the site free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish and debris from and about the site, as well as tools, appliances, equipment, machinery and/or surplus materials. The Contractor shall leave the site clean, restoring to its original condition, all property not designated for alteration by this Agreement.

D. The Contractor shall not load, nor permit any part of any structure to be loaded in any manner that will be dangerous, nor shall the Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

E. The Contractor shall not use areas outside debris removal and transfer areas for parking or storage of materials, except as approved, in writing, by the County's Project Manager or designee.

F. Plastic liners shall be placed under any stationary equipment on site, including but not limited to generators and mobile lighting plants.

G. The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

H. The Contractor is responsible for coordinating the use of any public or private area with the appropriate local authorities and affected landowners.

I. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.

Article 3. Compensation and Payments

Section 3.01 Compensation

As consideration for the Contractor's satisfactorily performing the Scope of Services and complying with other terms of this Agreement, the County shall pay the Contractor as detailed below.

Section 3.02 Fee Schedule

The Contractor shall be compensated in accordance with the fee schedule attached as Exhibit B.

Section 3.03 Payments

After the satisfactory provision of the services outlined in the scope of service, the Contractor shall submit an invoice for payment at the end of each calendar week for services attributed to this Agreement. The County will remit full payment on all undisputed invoices within thirty (30) days from receipt by the Project Manager of the invoice(s) and receipt and acceptance of the services, whichever is later. Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft Excel format, satisfactory to the County, which includes information contained in the approved debris ticket. The final format of the worksheet and information to be contained within the worksheet shall be approved and agreed upon by the Contractor and the Project Manager or designee prior to commencement of any work. **The Project Manager or designee shall be responsible for reconciliation and payment will be made on those tickets reconciled back to County records.** Any discrepancies between the County's records and the Contractor's submittals must be rectified, to County's satisfaction, by the Contractor before payment on those items will be made by the County. The Contractor shall only issue invoices for services rendered. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after receipt

and acceptance of the service, and receipt by the County of a properly completed invoice, whichever is later.

Section 3.04 Internal Revenue Service Form (1099MISC)

The County shall file and provide the Contractor a copy of Internal Revenue Service (IRS) Form 1099-MISC after the close of each calendar year of the Agreement.

Section 3.05 Withholding of Funds

Contractor expressly agrees that the County may withhold from any payment, under Article 3, monies due and owing by the Contractor to the County, including, but not limited to fines assessed under Article 3, intangible taxes, personal property taxes, real property taxes, Volusia County Code Violation fines, fees, and commissions.

Section 3.06 Non-appropriation

All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County Council of Volusia County for the services provided under the Agreement, the County may terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first.

Section 3.07 No Contingent Fees

Contractor warrants and represents that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any persons, 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 this Agreement. Contractor further warrants and represents that it shall not receive any fee, commission, percentage, gift, or other consideration from any vendor or potential vendor providing coverage under this Agreement contingent upon or resulting in any way from the agreement of the County to obtain coverage or to contract with such vendor. For the breach or violation of this provision, County shall have the right to terminate the Agreement at its sole discretion, without liability, and to recover from the Contractor any such fee, commission, percentage, gift or consideration.

Section 3.08 Performance and Payment Bonds

Contractor shall furnish Construction Performance and Payment Bonds in conformance with Florida Statute 255.05 in the amounts indicated below within seven days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under this Agreement. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by applicable Laws or Regulations or by this Agreement. The Bonds may be in the form of a bond, cashier's check or Irrevocable Letter of Credit (ILOC). The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An Attorney-in-Fact who signs Performance and Payment Bonds, must file with the bond, a certified copy of his/her Power of Attorney to assign said bond.

Level 1 Event/ Tropical Storm to Hurricane Category I, shall be in the amount of four million ($4,000,000.00) dollars.

Level II Event/ Hurricane Category II shall be in the amount of ten million ($10,000,000.00) dollars.

Level III Event/ Hurricane Category III and above shall be in the amount of twenty five million ($25,000,000.00) dollars.

Performance and Payment Bond amounts for other Events shall be determined based on the severity and magnitude of the Event.

Performance and Payment Bonds for each Event shall comply with all other requirements, unless otherwise stated. If the catastrophic Event diminishes after the Event Notice to Proceed is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said Event.

Article 4. Personnel of Contractor

Section 4.01 Supervision

The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for the Contractor's employees and/or subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation.

Section 4.02 Applicable Laws

The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

Section 4.03 Right of Rejection

The County shall, throughout the life of the Agreement, have the right of reasonable rejection and approval of the staff of the Contractor or other representatives assigned to the work by the Contractor. If the County reasonably rejects the staff or representative of the Contractor, Contractor must provide replacement satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees or others working on behalf of the Contractor, are the sole responsibility of the Contractor.

Section 4.04 Immigration Reform and Control Act of 1986

The Contractor certifies that it and its subcontractor's do not and will not, during the performance of the Agreement, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

Section 4.05 Employment Discrimination

During the performance of the Agreement, the Contractor agrees to the following:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such is an Equal Opportunity Employer.

C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Article.

D. The Contractor shall include the provisions of the foregoing paragraphs A through C in every subcontract or purchase order so that the provisions will be binding upon each subcontractor.

Section 4.06 Fair Labor Standards Act

The Contractor and any subcontractor shall pay all employees working on this Agreement, not less than the minimum wage specified in the Fair Labor Standards Act, as amended.

Section 4.07 Americans with Disabilities Act

Contractor and all of its subcontractors shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Section 4.08 Drug-Free and Smoke-Free Workplace

The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that its personnel and the personnel of each of its subcontractors agree to adhere to the County's policies on drug-free and smoke-free work place during the term of this Agreement.

Article 5. Contractor as Independent Contractor

The Contractor shall provide the services required herein strictly in an independent contractual relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. The County shall not provide facilities, vehicles, or equipment to the Contractor to perform the duties required by the Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services. The Contractor is not exclusively bound to the County and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the County.

Article 6. Subcontractors

In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractors, suppliers, other persons or organization in connection with service covered by this Agreement, the Contractor must secure the prior written approval of the County. The County's acceptance of any such subcontractors, suppliers, other persons or organization so identified, may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the County of any such subcontractor, supplier, other person or organization shall constitute a waiver of any right of the County to reject defective work. Contractor shall remain fully

responsible for the services of said subcontractors, suppliers, other persons or organizations.

Article 7. Deliverables and Standards

Section 7.01 Deliverables

The Contractor shall deliver to the County any and all reports and any other deliverable required under the Scope of Services set forth in Article 2 of this Agreement in a format approved by the County's Project Manager. All concepts, all intermediate product(s), and the final product(s) shall be considered "works for hire" as defined in Section 201 (b) of the Copyright Law of the United States, Title 17 of the United States Code, and, shall be the exclusive property of the County of Volusia, Florida, and may be used as deemed necessary by the County. All intellectual property rights, including copyrights, belong solely and exclusively to the County of Volusia, Florida, and the County shall have the exclusive rights to use and exploit copyrights and licenses to the extent permitted by the Copyright Law and Florida Statutes. The Contractor expressly conveys all intellectual property rights including copyrights, to the County of Volusia, Florida, for all original concepts created under the work of this Agreement.

Section 7.02 Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

Section 7.03 Standards

The Contractor shall be responsible for the professional quality and the accuracy of all deliverables and services provided under this Agreement and shall, without additional compensation, correct any errors in the same. Deliverables prepared by the Contractor

in response to the requirements of this Agreement shall, unless otherwise provided for in the Agreement, be thoroughly researched for accuracy of content, be grammatically correct and not contain errors, be numerically accurate, be submitted in the format approved in advance by the County's Project Manager, and be submitted for advance review and comment by the County's Project Manager. The cost of correcting errors, correcting report data, or making other revisions required to bring the deliverable into compliance with the Agreement requirements shall be borne solely by the Contractor.

Section 7.04 Performance

A. Time is of the essence in this agreement. Performance shall be defined as the commencement of work as defined by Task Order, within twenty-four (24) hours of issuance of the Notice to Proceed and in accordance with Section 2.07 – Production Rates for Debris.

B. Failure of the Contractor to meet this performance requirement may result in default, immediate cancellation of the Agreement, and all other applicable remedies available to the County under State Law.

C. It is hereby understood and mutually agreed to by and between parties hereto, that the time of performance is an essential condition of this Agreement.

D. The Contractor shall, within two (2) calendar days from the beginning of such delay, notify the Director of Purchasing and Contracts or designee in writing, of the cause(s) of the delay.

Section 7.05 Liquidated Damages

Should the Contractor fail to complete the required services within the time(s) specified in this Agreement in Section 2.07 Production Rates for Debris, or within such additional time(s) as may be granted by the County, the County will suffer damage, the amount of

which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of five hundred ($500.00) dollars for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

Article 8. Insurance Requirements

Section 8.01 Required Insurance

Contractor shall provide, pay for, and maintain in force at all times during the term of the Agreement, at least the following minimum insurance coverage:

A. Level I Event

1. Commercial General Liability Insurance in the minimum amount of FIVE HUNDRED THOUSAND ($500,000.00) DOLLARS per occurrence, ONE MILLION ($1,000,000.00) DOLLARS aggregate. The General Aggregate limit shall either apply separately to the resulting contract or shall be at least twice the required occurrence limit.

2. Comprehensive Automobile and Water Liability Insurance in the minimum amount of ONE MILLION ($1,000,000.00) DOLLARS per occurrence combined single limit, (covering any automotive equipment). Physical damage insurance covering owned or rented machinery, tools, equipment, office trailers and vehicles.

3. Workers' Compensation insurance as prescribed by Florida law.

B. Levels II and III Events

1. Commercial General Liability Insurance in the minimum amount of ONE MILLION ($1,000,000.00) DOLLARS per occurrence, FOUR MILLION ($4,000,000.00) DOLLARS aggregate. The General Aggregate limit shall either apply separately to the resulting contract or shall be at least twice the required occurrence limit.

2. Comprehensive Automobile and Water Liability Insurance in the minimum amount of ONE MILLION ($1,000,000.00) DOLLARS per occurrence combined single limit, (covering any automotive equipment). Physical damage insurance covering owned or rented machinery, tools, equipment, office trailers and vehicles.

3. Workers' Compensation insurance as prescribed by law.

4. Pollution and Remediation Liability - with limits of not less than FOUR MILLION ($4,000,000.00) DOLLARS annual aggregate / Two Million ($2,000,000.00) Dollars per occurrence, including the cost of defense during the term of this agreement and for a period of five (5) years following the completion the work as out lined in this Agreement. Such coverage shall apply specifically to the scope of services as outlined herein and shall include, but not be limited to:

a. Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any

watercourse or body of water including groundwater at, under or emanating from the work).

b. Remediation Legal Liability/Expense - expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment or neutralization of a condition arising from the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinance, regulation or statutes or any subsequent amendments thereof.

c. Transportation Legal Liability / Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the County to its final delivery point as specified in the Agreement.

C. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

Section 8.02 Notice

Contractor agrees that all insurance policies shall state that they shall not be canceled or materially altered without providing thirty (30) days prior written notice to County.

Section 8.03 Subcontractors and Consultants

Contractor agrees that it shall either cover its subcontractors, consultants or subsidiaries performing work in connection with the Agreement under the policies described in Section 8.01 above, or to require such subcontractors, consultants or subsidiaries to acquire and maintain the same coverage as set forth in Section 8.01 above.

Section 8.04 Certificate of Insurance

No work may be commenced, material ordered, or payments made unless and until proof, certificate or evidence of the required insurance has been provided to the County in a form satisfactory to County. Failure of Contractor to procure and keep on file with the County at all times the proof of required insurance shall be grounds for termination of this Agreement for material breach. All certificates shall be dated and show:

A. The name of the insured Contractor, RFP No. 06-P-89 BB, the name of insurer, the number of the policy, its effective date, and its termination date.

B. A Statement that the Insurer will mail notice to the County a minimum of thirty (30) days prior to cancellation of the policy or any material changes in provisions that may adversely affect the County.

C. The County of Volusia, Florida, as additional insured to the extent of the liabilities and indemnification obligations Contractor has accepted under the terms of this Agreement.

Section 8.05 Exempt from Deductible Amounts

The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy of the Contractor, as detailed in Section

8.01. The payment of such deductible shall be the sole responsibility of Contractor and/or subcontractor providing such insurance.

Section 8.06 Effective Date of Policies

If any policy as required is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Agreement is completed.

Section 8.07 Notice of Losses

Contractor shall give prompt written notice to the County of all known losses, damages, or injuries to any person or to property of the County or third persons, that may be in any way related to the services being provided hereunder or for which a claim might be made against the County. Contractor shall promptly report to the County all such claims that Contractor has noticed, whether related to matters insured or uninsured. Contractor shall make no settlement or payment for any claim for loss, injury or damage or other matter as to which the County may be charged with an obligation to make any payment or reimbursement without the prior written approval of the County.

Section 8.08 Survival of Termination

The provisions of this Article 8 shall survive the expiration or termination of this Agreement.

Article 9. Indemnification

The Contractor shall, at Contractor's expense, indemnify, hold harmless, and defend the County, its officers, agents, and employees, from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any

kind whatsoever resulting from, arising out of, or allegedly arising out of, or in connection with the Contractor's performance or nonperformance of services pursuant to this Agreement, whether said services are performed by the Contractor, its agents, sub-agents, subcontractors, appointees, or employees, or on behalf of the Contractor, unless said claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities result from, arise out of, or are in connection with the actions of the County, its officers, agents, or employees, for the sole benefit of the County and unrelated to the Contractor's performance or nonperformance of its services under this Agreement. The provisions of this Article 9 shall survive the termination of this Agreement.

Article 10. County Government Policies

Section 10.01 Modifications Due To Public Welfare or Change in Law

The County shall have the power to make changes in this Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give Contractor notice of any proposed change and an opportunity to be heard concerning those matters. In the event any future change in federal, state or county law or the ordinances of Volusia County materially alters the obligations of Contractor, or the benefits to the County, then this Agreement shall be amended consistent therewith. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law.

Section 10.02 Compliance with Laws

Contractor shall keep fully informed of and shall comply with all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Contractor shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, subcontractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, Volusia County, or municipalities when legally required and maintain same in full force and effect during the term of this Agreement. Contractor's obligations under this article shall be limited to those laws, ordinances, rules, regulations, orders and decrees which are published and reasonably available to the legal counsel for Contractor and/or the general public.

Section 10.03 Truth-In-Negotiation Certificate

The signature on this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

Section 10.04 Public Records Law

Contractor acknowledges the County's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. Contractor acknowledges that the County is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the

handling of the materials created under this Agreement and that said statute controls the terms of this Agreement.

Section 10.05 Audit Right and Retention of Records

Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of Contractor that are directly related to the Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

Section 10.06 Assignment and Subletting

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any of its interests or obligations of this Agreement without the prior written consent of the County. In addition, in the event the Contractor is a corporation, other than a publicly

held corporation, it shall not sell or transfer any shares in said corporation without the prior written consent of the County.

Article 11. Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, Contractor is hereby notified of the contents of the following statutory provision:

1. Section *287.133(2)(a)(2005)*: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2. Section *287.133(2)(b)(2005):* A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award

any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

3. Section *287.134(2)(a)(2005):* An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

4. Section *287.134(2)(b)(2005):* A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By signing this Agreement, the Contractor represents and warrants that it is not violating Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Contractor represents and warrants that Contractor is not under investigation for violation of such statutes and should Contractor prepare to use a sub-contractor or professional associate, Contractor shall require such subcontractor or professional associate to sign an affidavit that the individual or entity is not under investigation nor in violation of these statutes.

D. Contractor warrants it has read and will abide by all provisions of 287.133 and 287.134, Florida Statutes (2005).

Article 12. MISCELLANEOUS PROVISIONS

Section 12.01 Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no understandings or agreements related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Agreement, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

Section 12.02 Sovereign Immunity

Nothing in this Agreement shall be construed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or which may be adopted by the Florida Legislature or the charter of the County of Volusia. Such limits of liability shall apply to all actions against the County based in contract, tort or any other legal theory.

Section 12.03 No Third Party Beneficiaries

Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 12.04 Notice

All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

County of Volusia
Director of Purchasing & Contracts
County of Volusia
123 W. Indiana Ave., Room 304
DeLand, FL 32720

With copy(s) to:
County Attorney
County of Volusia
123 W. Indiana Ave., 3rd Floor Legal
DeLand, FL 32720

Director of Public Works (Project Mgr.)
County of Volusia
123 W. Indiana Ave., Room 402
DeLand, FL 32720

Storm Reconstruction Services, Inc.
Ron Crump, President
Storm Reconstruction Services, Inc.
1609 Veterans Memorial Parkway
Tuscaloosa, AL 35404

With copy to:
Carol P. Crump
Storm Reconstruction Services, Inc.
1609 Veterans Memorial Parkway
Tuscaloosa, AL 35404

Section 12.05 Governing Law

The laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida, shall govern this Agreement. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of

this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida and Code of Ordinances of County of Volusia, FL, without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

Section 12.06 Order of Precedence

In the event of a conflict between provisions of the various documents contained herein, the documents shall govern and be controlling in the following order of precedence:

First: This Agreement

Second: The RFP and all associated addenda, attached as Exhibits A,& B,

Third: The Contractor's Proposal, attached as Exhibit C

Section 12.07 Venue and Jurisdiction

The venue for any litigation between the parties arising under this Agreement shall be only in the County of Volusia, Florida, unless the litigation is only cognizable in federal court and venue shall then exclusively be in the United States District Court, Middle District of Florida in Orlando, Florida. Each party hereby agrees to submit to the personal jurisdiction of theses courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

Section 12.08 Waiver of Jury Trial

Contractor and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to the Agreement for any litigation limited solely to the parties of the Agreement.

Section 12.09 Attorneys Fees and Costs

Each party shall pay its own costs and attorney's fees relating to any dispute, mediation or litigation arising out of this Agreement.

Section 12.10 Severability

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless County or Contractor elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

Section 12.11 Waiver

Failure by either party or both parties to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

Section 12.12 Amendment

No modification, amendment, change order, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by a duly authorized official of each party.

Section 12.13 Headings

Any paragraph and/or section headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

Section 12.14 Counterpart

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 12.15 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

Agreement: This document, including any written amendments hereto and other written documents, which are expressly incorporated herein by reference, shall be known as the Agreement.

Authorized Agent of the County: County employees and/or contracted individuals designated in this Agreement or by the Project Manager.

Change Order: A written order issued by the County that orders minor changes in the Scope of Service, in accordance with Section 2.0 Exhibit A, but which does not involve a change in the contract price or this Agreement.

Chipping: Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching are often used interchangeably.

Clean Debris: Any solid waste which is virtually inert, which is not a pollution threat to ground water or surface waters, is not a fire hazard, and is likely to retain its physical

and chemical structure under expected conditions of disposal or use. The term includes brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel.

Clean Wood: Wood, including lumber, tree and shrub trunks, branches, and limbs, which is free of paint, glue, filler, pentachlorophenol, creosote, tar, asphalt, other wood preservatives or treatments.

Contract Administrator: The. Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the Director of Purchasing and Contracts or designee.

Contractor: The word Contractor refers to that entity, Storm Reconstruction Services, including employees, servants, partners, principals, agents and assignees of the entity that has entered into this Agreement with the County to provide the services set forth herein.

Contractor's Project Manager: The Contractor's Project Manager has responsibility for administering this contract for the Contractor and has been designated as H. Brian Deason.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager: The Project Manager has responsibility for the day-to-day administration of this Agreement for the County and has been identified as the Public Works Director or designee.

Construction and Demolition Debris (C&D): Any discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not

limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and umber, from the construction or destruction of a structure.

Day: The word “day” means each calendar day or accumulation of calendar days.

Debris: Scattered items and materials broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.

Debris Clearance. Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

Debris Removal: Picking up debris and taking it to a temporary storage site or permanent landfill.

Debris Disposal: Placing mixed debris and/or residue from volume reduction operations into an approved landfill.

Defective: An adjective which, when modifying the word “work” refers to work that is unsatisfactory, faulty or deficient, in that it does not conform to the scope of service detailed in this Agreement or does not meet the requirements of any inspection, reference standard, test or approval referred to in this Agreement.

Demobilization: Upon completion of all services provided under the resulting contract, the Contractor shall remove all equipment, supplies and other materials involved in the performance of the services and shall leave the site clean and restored to the original state, to the satisfaction of the County.

Department of Public Works (DPW): Department typically responsible for clearing debris from the roads and rights-of-way.

Department of Solid Waste Management (SWM): Department responsible for managing and overseeing the collection and disposal of garbage, trash and disaster related debris.

Designated Disposal Facility: The place or places specifically designated by the County for the disposal

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Eligible Debris: Debris that is eligible for reimbursement as defined by FEMA governing regulations and guidelines.

EOC: Emergency Operation Center located at 49 Keyton Drive, Daytona Beach, FL.

Federal Response Plan: A plan developed to facilitate the delivery of all types of Federal response assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies in providing Federal response assistance to supplement the State, tribal and local response efforts.

FEMA: Federal Emergency Management Agency.

Fill: Man-made deposits of earth or waste materials used to fill excavations, to increase the vertical or horizontal extent of land or solid waste disposal units, or to build embankments.

Final Disposition Site: Volusia County's Tomoka Landfill or other landfill specifically designated by the County's Project Manager, in writing.

FLDEM: Florida Department of Emergency Management.

Force Account Labor: State, tribal or local government employees engaged in debris removal activities.

Garbage: Waste that is regularly picked up by the Department of Solid Waste Management. Example: food, plastics, wrapping, papers.

Government Debris Management Sites: Any site approved by the County for debris collection and/or reduction, including TDSRS and Citizen Disposal Sites.

Hazardous Waste: Material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. In accordance with Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Household Waste: Any solid waste, including garbage, trash, and sanitary waste in septic tanks, derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.

Household Hazardous Waste (HHW): Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal

household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders.

Hot Spots: Illegal dump sites that may pose health and safety threats.

Incident: Each disaster for which a Notice to Proceed (NTP) is issued.

Inspector: An authorized representative of the County assigned to make all necessary inspections of the Work performed, or being performed.

LSA: Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to trucks, cranes, trailers, heavy equipment, etc.

Materials recovery: Any process by which one or more of the various components in solid waste is separated and concentrated for reuse.

Milestone: A principal event specified in this Agreement relating to an intermediate completion date or tome prior to Substantial Completion of all the Work.

Mutual Aid Agreement: An understanding between communities and States obligating assistance during a disaster.

Mobilization: Movement of all personnel, equipment, materials, tools and incidentals required to execute the Work detailed in this Agreement to the Project Site defined by the County in the issuance of a Notice to Proceed.

Mulch: The end product of the chipping or grinding of wood products.

Notice to Proceed: A written notice issued to the Contractor, by the County's Purchasing & Contracts Division fixing the date on which the contract times will commence to run and on which the Contractor shall start to perform the Contractor's obligations under this Agreement.

Open Burning: The burning of any material under such conditions that the products of combustion are emitted directly into the atmosphere.

Partial Utilization: Use by the County of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Project: The total Work to be provided under this Agreement that may be the whole or a part, as indicated elsewhere in this Agreement.

Processing: Any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport, amenable to recovery, storage or recycling; safe for disposal; or reduced in volume or concentration.

Recycling: Any process by which solid waste or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Recycling Equipment: Machinery or equipment exclusively and integrally used in the actual process by which solid waste or materials which would otherwise become solid

waste are separated or processed and reused or returned to use in the form of raw materials or products.

Resource Recovery: means the process of recovering materials or energy from solid waste, excluding those materials or solid waste under control of the Nuclear Regulatory Commission.

Rights-of-Way (ROW): The portions of land over which a facility, such as highways, railroads, or power lines are built. Includes land on both sides of the highway up to the private property line.

Scale/Weigh Station: A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly.

Site: Any area of land or water within the property boundaries of a solid waste management facility where one or more solid waste processing, resource recovery, recycling, storage, or disposal areas are located.

Special Wastes: means solid wastes that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps.

Storage Site: A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill.

Storm Debris: Debris that may be eligible for clearance, removal and disposal includes trees, sand and gravel, building wreckage, vehicles and personal property. The debris must be a direct result of the declared event, must occur within the designated disaster

area and must be the responsibility of the applicant at the time of the disaster. Debris removal may be eligible when it:

- Eliminates immediate threats to lives, public health and safety;
- Eliminates immediate threats of significant damage to improved public or private property; and/or
- Ensures economic recovery of the affected areas to the benefit of the community-at-large.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of the County as evidenced by the County's definitive written approval, it is sufficiently complete, in accordance with this Agreement so that the work (or specified part) is ready for final payment, as evidenced by the County's written approval of final payment.

Sweeps: The number of times a contractor passes through a community to collect all disaster related debris from the rights-of-way. Usually limited to three passes through the community.

Task Order: A written order issued by the County that defines the specific tasks the Contractor shall perform.

TDSRS: Temporary Debris Storage and Reduction Sites(s), including citizen site(s), located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.

Ticket: County Approved tracking document used to determine eligibility for payment requests.

Tipping Fee: A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

Toxicity Characteristic Leaching Procedure: TCLP a test designed to simulate the leaching a waste will undergo if disposed in a sanitary landfill. EPA developed the Toxic Characteristic Leaching Procedure to determine the toxicity of waste.

Trash: Non-disaster related yard waste, white metals, or household furnishings placed on the curbside for pickup by local solid waste management personnel. A resident must call for pickup. Not synonymous with garbage.

United States Army Corps of Engineers (USACE): A component of the U.S. Army that is responsible for constructing and maintaining all military bases and other government-owned and controlled entities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

White Metals: Household appliances, such as refrigerators, freezers, stoves, washers and dryers.

Woody Waste: Yard trash, Clean wood and tree remains, trees, and other vegetative matter that may be safely burned or chipped/shredded for reduction and reuse.

Work: The entire completed Project or the various separately identifiable parts thereof required to be furnished under this Agreement. Work includes all tasks required to: (i) collect, sort, process and dispose of debris and to (ii) build, operate and maintain temporary debris-processing sites, as required by this Agreement and is the result of performing or furnishing labor, materials, tools, equipment and other means necessary and incidental to the performance of such tasks as required by this Agreement.

Work Plan: A detailed description of the Contractor's proposed means, methods and sequencing of the Work. Said plan shall include at a minimum:

Key staff, including their respective responsibilities and means of communicating with other staff and the County, including their cellular phone and/or pager numbers.

Contractor's Project Manager and designee who will be authorized to act of the Contractor's behalf.

A complete list of the Contractor's subcontractors, including the areas of the Work that each subcontractor will execute.

A complete list of equipment that will be utilized for the Project.

A complete list of temporary debris-processing sites required and how they will best be set up.

A detailed description of procedures that will be followed by the Contractor to document all Work efforts.

A proposed progress schedule indicating the number of days for completion of all areas of Work detailed in the Contract, including any Milestones specified in this Agreement.

A traffic control plan

A list of any items or decisions that are required by the Contractor from the County to complete the Work in accordance with the requirements of this Agreement.

Any/all modifications to the Work Plan shall be approved by the County prior to commencement.

Work Sites: Any location at which the Contractor is delivering contracted services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

Yard Trash: Vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY OF VOLUSIA	**STORM RECONSTRUCTION SERVICES, INC.**
By: _____	By: _____
Frank T. Bruno, Jr. County Chair	Ron Crump President
Date: _____	Date: _____
ATTEST: _____	ATTEST: _____
James T. Dinneen County Manager	Name: _____ Title: _____
Date: _____	Date: _____

Exhibits Incorporated therein:

Exhibit A: RFP, Addenda 1 - 4

Exhibit B: Fee Schedule

Exhibit C Contractor's Response

Exhibit D Final Load Ticket

Exhibit E FDOT District 5 Local Agency Contracting Requirements for FHWA Emergency Relief Program

EXHIBIT B

FEE SCHEDULE FOR INITIAL FIVE YEAR TERM

A. Eligible vegetation and woody storm debris, <u>including</u> stumps and/or residue removal, hauling, temporary storage and processing (incineration or grinding) of all debris at the TDSRS, as needed.

Project Size	**Estimated Qty.**	**Unit Price**	
Level 1 Local Storm, Tornado, Category 1 & 2 Hurricane	100,000 cy	$9.95	
Level 2 Damage to one-half the county, Category 3 or 4 Hurricane.	600,000 cy	$9.95	
Level 3 Catastrophe- Damage Countywide	1,300,000 cy	$9.95	

B Eligible storm damage debris or vegetation removal, hauling, at an approved County designated disposal site(s). Contractor shall compensate disposal facility a maximum of the County approved disposal rate.

Project Size	**Estimated Qty.**	**Unit Price***	
Level 1 Local Storm, Tornado, Category 1 & 2 Hurricane	25,000 cy	$10.95	
Level 2 Damage to one-half the county, Category 3 or 4 Hurricane.	100,000 cy	$11.95	
Level 3 Catastrophe- Damage Countywide	800,000 cy	$12.95	
*Plus Tonnage disposal rate			

Exhibit B - Fee Schedule		
Additional Services		
Dead animal carcasses	$2.00	
Sand screening	$12.00	
Freon recovery	$50.00	
Personnel/Equipment		
30 Ton or Larger Crane	$2,280.00	
Stump Grinder	$780.00	
50’ Bucket Truck	$2,148.00	
Track-Hoes-John Deere 690 or Equivalent	$1,584.00	
Wheel-Loader 644 or Equivalent	$1,620.00	
D-6 Dozers or Equivalent	$1,500.00	
John Deere 544 or Equivalent	$1,440.00	
Equipment Transports	$1,740.00	
Service Trucks	$780.00	
Bobcat Loader	$624.00	
Tractor with Box Blade	$660.00	
5-14 Cubic Yard Dump Truck	$588.00	
15-24 Cubic Yard Dump Truck	$744.00	
25-34 Cubic Yard Dump Truck	$900.00	
35-44 Cubic Yard Dump Truck	$1,260.00	
45-54 Cubic Yard Dump Truck	$1,500.00	
55-64 Cubic Yard Dump Truck	$1,584.00	
65-74 Cubic Yard Dump Truck	$1,620.00	
75+ Cubic Yard Dump Truck	$1,668.00	
Diamond Z or Equivalent Tub Grinder	$5,700.00	
Water Truck (2,000 Gallon)	$864.00	
Rubber Tire Backhoe	$984.00	
Climber with Gear	$624.00	
Superintendent with Truck	$780.00	
Foreman with Truck	$720.00	
Operator with Chainsaw	$384.00	
Survey Personnel with Vehicle	$780.00	
Traffic Control Personnel	$360.00	
Inspector with Vehicle	$600.00	
Safety Superintendent	$660.00	
Laborer	$216.00	
Project Coordinator	$504.00	
Field Hazardous Material Manager	$720.00	
Hazardous Material Containment Area Manager	$720.00	
Field Project Supervisor	$780.00	
Hazardous Material Containment Area Supervisor	$780.00	

Personnel/Equipment		
Field Project Foreman	$600.00	
Hazardous Material Containment Area Foreman	$816.00	
Field Hazardous Material Technician	$600.00	
Hazardous Material Containment Area Technician	$720.00	
Health and Safety Specialist	$720.00	
Project Engineer	$780.00	
Project Geologist	$780.00	
Chemist	NB	
Regulatory Manager	NB	
Equipment Operator	$336.00	
Asbestos Abatement Supervisor	NB	
Asbestos Abatement Worker		
Asbestos Inspector		
Truck Driver	$336.00	
Administrative Assistant	$180.00	
Clerical	$120.00	
Pickup Truck	$624.00	
Pickup Truck, Extended Cab	$780.00	
Pickup Truck, 4X4	$780.00	
Pickup Truck, 1 Ton	$816.00	
Box Truck	$624.00	
Passenger Car	$600.00	
20’ Response Trailer	$480.00	
36’ Response Trailer	$600.00	
Office Trailer	$504.00	
Flatbed Trailer	$504.00	
12’ Work Boat with Motor	$444.00	
12’ Work Boat without Motor	$960.00	
Vacuum Truck, 3,500 Gallon	NB	
Personal Protective Equipment/Level A Employee		
Personal Protective Equipment/Level B Employee		
Personal Protective Equipment/Level C Employee		
Cascade Air System Per Employee	NB	
Air Filtration Panel		
Airline Respirator (includes 150’ of Airline)		
High Hazard Personnel Decontamination		
Low Hazard Personnel Decontamination		
Portable Eyewash Station		
First Aid Station		
Personnel Retrieval System		
Personnel Retrieval Harness		
Combustible Gas Indicator		
Toxic Gas Detector		
Photo ionization Detector		

Personnel/Equipment		
Hazcat Kit		
Hand Auger, Stainless Steel		
Mechanized Broom	$1,296.00	
Backhoe (35.00 a hour/after 8 hours)	$936.00	
Backhoe Extend-a-hoe (40.00 a hour/after 8 hours)	$1,068.00	
Track-hoe 490 or Equivalent (80.00/hour after 8 hours	$1,140.00	
Bulldozer D4or Equivalent (70.00/hour after 8 hours	$1,140.00	
12 Ton Lowboy (15.00/hour after 8 hours)	$1,500.00	
50 Ton Lowboy (30.00/hour after 8 hours)	$1,680.00	
Skid Steer (Bobcat – 35.00/hour after 8 hours)	$888.00	
Dump Truck	$972.00	
Hand Operated Transfer Pump	NB	
1” Diaphragme Pump		
2” Diaphragme Pump		
2” Diaphragme Pump S.S.		
3” Diaphragm Pump		
1” Suction or Discharge Hose		
2” Suction or Discharge Hose		
3” Suction or Discharge Hose		
2” Chemical Suction or Discharge Hose		
3” Chemical Suction or Discharge Hose		
Small Compressor		
185 CFM Compressor		
Air-hose Section		
Portable Light Stand		
4000-5000 Watt Generator		
Electrical Cord Section (50’)		
Spike Bar		
Airless Spray		
Pressure Washer		
Water hose Section (Garden)	NB	
Cutting Torch		
Wire Welder		
Air Blower		
HEPA Vac		
Barrel Cart		
Wheelbarrow		
Oil Dry Spreader		
Traffic Control Vest, Cones, Flags, Barrels, etc.		
Drill with Bits		
Grounding Cable and Rod		
Circular Saw		
Hand Tools Per Employee (Shovels, brooms, etc.)		

Personnel/Equipment		
Tool Kit (Hammers, Pliers, Screwdrivers, etc.)		
Wrench Kit (Bung wrench, speed wrench, etc.)		
Step Ladders		
Extension Ladders		
Photographic Equipment		
Port a John		
Level A Suit – Kappler Responder or Equal		
Level B Suite- Kappler Responder or Equal		
Tyvek		
Proshield		
Saranex		
Acid Suit		
Rain Suit		
Neoprene Gloves	NB	
Nitrile Gloves		
Silvershield Gloves		
PVC Gloves		
Cotton or Latex Gloves		
Leather Work Gloves		
PVC Boots (Hazmat)		
Boot Covers		
Hearing Protection		
Detector Tubes		
Ph Paper		
Spill Classifier		
Vehicle Use – Pickup, Vans, Cars		
Vehicle Use – Trailers, Heavy Trucks		
SCBA Bottle Refill		
Respirator Airline, 50’ Section		
Respirator Cartridges		
Handheld Radios		
5”X10’ Absorbent Boom- Petroleum		
8”X10’ Absorbent Boom – Petroleum		
3”X12’ Absorbent Boom – Universal		
Absorbent Pads Bundle – Petroleum		
Absorbent Pads Bundle – Universal		
Oil Dry		
Peat Moss		
Vermiculite		
Soda Ash Bag	NB	
4 mil 20X100 Polyethylene	NB	
6 mil 20X100 Polyethylene	NB	
6 mil Bags	NB	
Duct Tape	NB	

Personnel/Equipment		
55 – Gallon Drums	NB	
55 – Gallon Drum Liners, 10 mil	NB	
Fiber Drums	NB	
30 Gallon Over-pack	NB	
95 Gallon Poly Over-pack	NB	
DOT Hazardous Waste Labels	NB	
Fire Extinguisher	NB	
Caution/Hazard Tape	NB	
Respirator Wipes	NB	
Kappler Tape	NB	

EXHIBIT A – Addendum 1



FINANCIAL AND ADMINISTRATIVE SERVICES
Purchasing and Contracts
123 West Indiana Avenue • Room 304• DeLand, FL 32720-4608
(386) 736-5935 • Fax (386) 736-5972
e-mail: purchasing@co.volusia.fl.us
www.volusia.org

April 7, 2006 PR-L-06-582

Subject: Addendum No. 1 for 06-P-89 BB / Debris Removal, Reduction & Disposal

The sign-in sheet from the pre-bid is being posted as Attachment A.

If you have any questions regarding this information, please contact Becki Bishop, Procurement Manager, at 386-822-5764, or via e-mail at rbishop@co.volusia.fl.us.

Very truly yours,

Cheryl L. Olson, C.P.M., CPM
Director of Purchasing and Contracts

Please sign and return with proposal.

Vendor _____

Signed by: Name/Position _____

Phone No. _____ Date _____

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NOT RESPONSIBLE.

EXHIBIT A – Addendum 2

FINANCIAL AND ADMINISTRATIVE SERVICES
Purchasing and Contracts
123 West Indiana Avenue • Room 304• DeLand, FL 32720-4608
(386) 736-5935 • Fax (386) 736-5972
e-mail: purchasing@co.volusia.fl.us
www.volusia.org

April 11, 2006 PR-L-06-587

Subject: Addendum No. 2 for 06-P-89 BB / Debris Removal, Reduction & Disposal

The closing date for this solicitation has been changed to April 25, 2006 at 3:00 p.m. EST.

If you have any questions regarding this information, please contact Becki Bishop, Procurement Manager, at 386-822-5764, or via e-mail at rbishop@co.volusia.fl.us.

Very truly yours,

Cheryl L. Olson, C.P.M., CPM
Director of Purchasing and Contracts

Please sign and return with proposal.

Vendor _____

Signed by: Name/Position _____

Phone No. _____ Date _____

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NOT RESPONSIBLE.

EXHIBIT A – Addendum 3

FINANCIAL AND ADMINISTRATIVE SERVICES
Purchasing and Contracts
123 West Indiana Avenue • Room 304• DeLand, FL 32720-4608
(386) 736-5935 • Fax (386) 736-5972
e-mail: purchasing@co.volusia.fl.us
www.volusia.org

April 13, 2006 PR-L-06-610

Subject: Addendum No. 3 for 06-P-89 BB / Debris Removal, Reduction & Disposal

This addendum is being issued to address the following questions:

Question 1: Exhibit B Fee Schedule, Page 1 of 10: The way I understand the first price matrix B that has 100,000 cubic yards, 600,000 cubic yards and 1,300,000 cubic yards listed, is that the debris shall be material picked up from the right of way, hauled to TDSRS and processed. Is this correct?

Response: Yes. However, the debris could be from the right of way or other locations, as identified by the County. The price per cubic yard should be inclusive of the disposal of all TDSRS residual waste at an approved landfill or reuse.

Question 2: I understand the second price matrix, also marked B, which has 25,000 cubic yards, 100,000 cubic yards and 800,000 cubic yards listed to be material that has been processed at the TDSRS and will be hauled to County landfill or other landfill in the County for final disposal. Is this correct?

Response: No. The price requested is for any debris that is hauled to an approved County disposal site(s).

Change in terms and conditions – Section 3.38 has been changed to read as follows:

3.38 Performance and Payment Bonds

Contractor shall furnish Construction Performance and Payment Bonds in conformance with Florida Stature 255.05 in the amounts indicated below within seven days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under the resulting Contract. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or

Regulations or by the Contract Documents. The Bonds may be in the form of a bond, cashier's check or Irrevocable Letter of Credit (ILOC). The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An attorney in fact who signs Performance and Payment Bonds must file with the bond a certified copy of his/her power of attorney to assign said bond.

Level 1 Event/ Tropical Storm to Hurricane Category I shall be in the amount of four million ($4,000,000.00) dollars.

Level II Event/ Hurricane Category II shall be in the amount of ten million ($10,000,000.00) dollars.

Level III Event/ Hurricane Category III and above shall be in the amount of twenty five million ($25,000,000.00) dollars.

Performance and Payment Bond amounts for other events shall be determined based on the severity and magnitude of the event.

Performance and Payment Bonds for each event shall comply with all other requirements, unless otherwise stated. If the catastrophic event diminishes after the Event Notice to Proceed is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said event.

If you have any questions regarding this information, please contact Becki Bishop, Procurement Manager, at 386-822-5764, or via e-mail at rbishop@co.volusia.fl.us.

Very truly yours,

Cheryl L. Olson, C.P.M., CPM
Director of Purchasing and Contracts

Please sign and return with proposal.

Vendor _____

Signed by: Name/Position _____

Phone No. _____ Date _____

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NOT RESPONSIBLE.

EXHIBIT A – Addendum No. 4

FINANCIAL AND ADMINISTRATIVE SERVICES
Purchasing and Contracts
123 West Indiana Avenue • Room 304• DeLand, FL 32720-4608
(386) 736-5935 • Fax (386) 736-5972
e-mail: purchasing@co.volusia.fl.us
www.volusia.org

April 20, 2006 PR-L-06-639

Subject: Addendum No. 4 for 06-P-89 BB / Debris Removal, Reduction & Disposal

Question: What are the locations of the county's designated disposal sites?

Answer: Tomoka Farms Road Landfill, 1990 Tomoka Farms Road, Daytona Beach (TDSRS & Final Disposal Site) and Plymouth Landfill, 1991 W Plymouth Avenue, DeLand (TDSRS only).

Question: Is the tipping fee reimbursable at cost **or** is the Contractor responsible for the disposal fee without receiving reimbursement?

Answer: The tipping fee is reimbursable.

Question: If the contractor is responsible for the tipping fee without reimbursement what is the amount of the County's maximum approved disposal rate?

Answer: The tipping fee is reimbursable.

No additional questions will be addressed, nor will another addendum issued.

If you have any questions regarding this information, please contact Becki Bishop, Procurement Manager, at 386-822-5764, or via e-mail at rbishop@co.volusia.fl.us.

Very truly yours,

Cheryl L. Olson, C.P.M., CPM
Director of Purchasing and Contracts

Please sign and return with proposal.

Vendor _____

Signed by: Name/Position _____

Phone No. _____ Date _____

EXHIBIT A – Addendum No. 4

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NOT RESPONSIBLE.

Storm Reconstruction Services, Inc.

1609 Veteran's Memorial Parkway Tuscaloosa, AL 35404

Phone: 205-556-0049 FAX: 205-469-2038 Toll Free: 1-866-556-0049

www.stormreconstruction.com

TRANSMITTAL LETTER

April 17, 2006

Attn: Volusia County Purchasing Office
Room 304
123 West Indiana Avenue, 3rd Floor
DeLand, FL 32720

RE: RFP# 06-P-89 BB Debris Removal, Reduction, and Disposal

We respectfully submit our proposal for the above named Contract. Storm Reconstruction Services, Inc. (SRS) maintains over fifty years combined experience in the field of Debris Removal, Debris Reduction, Debris Disposal and Debris Management. Our years of experience in handling emergency contracts such as **Tornadoes, Floods, Hurricanes, Fires and Ice Storms** began with **Hurricane Frederick in 1979** and has continued on through most recently providing our excellent services throughout the States of Texas, Mississippi, Florida and Alabama following Hurricanes Katrina, Wilma and Rita. Before that we performed more than $80,000,000 in contracts in 2004 for Hurricanes Charley, Frances, Jeanne and Ivan.

SRS has a firm understanding of the work to be performed. We have become familiar with the areas in and around Volusia County. SRS has grown financially and physically as a company during our career. We have added more than $2.5 Million in equipment, increased the number of experienced and qualified personnel and have provided training and updated certifications for our existing staff.

SRS while maintaining its own extensive list of equipment also has immediate access to more than 400 pieces of equipment through our committed, on-call associate contractors. We hold national account status with the top equipment rental companies. Our customer base and references continue to reflect 100% client satisfaction. Our expert services also include technical assistance, record-keeping and documentation data support. Our operations for turnkey applications from mobilization to site closure and agency funding recompensation procedures are streamlined and efficient.

SRS has always fulfilled their contractual obligations and is selective in bidding contracts of this nature. SRS has a strong belief that ultimately the performance of the job outweighs the number of Pre standing contracts. Our current obligations for disaster service is such as not to be hindered by competing governmental organizations in the event of a widespread disaster event or an excessive use of subcontractors. SRS does not believe in over committing our resources, which ultimately can create problems for the customer.

Our financial stability is evidenced by our bonding capabilities, our insurance specifications, banking references, recommendations and testimonials from previous projects. SRS declares that to the best of our knowledge and experience with Federal and State reimbursement procedures and requirements, that all proposed costs and payment methods are reasonable and customary for the service listed.

SRS has been in full compliance with all state and federal laws, regulations, permit applications and license requirements since its inception. We hold multi-state contractor licensing and are active in all EPA, OSHA, Red Cross and other requirements for this type of business.

SRS has not been involved in any litigation within the past five years, involving the performance of contracts.

SRS, as in all Pre Disaster contracts will be in your County as allowed prior to the event, meeting with your appointed committee, to finalize all details prior to the storm. Management personnel will be on the ground within 6 hours of the hit, and be fully mobilized within 12 to 24 hours. Many of our subcontractors are from within a 300 mile radius of your county. These files are available at the SRS offices for your review.

SRS has more equipment, more experienced personnel, more dependable subcontractors and have always made sure that our customers receive 100% of all reimbursable funding and are there from before the disaster and completing in record time, we are there to reconcile every load ticket and every limb.

As the prime contractor for Ashbritt (who held the Army Corps of Engineers contract for Mississippi), we financed the majority of their jobs for the full period of reclamation in that area. The same is true for Phillips and Jordan, while we handled our own contracts in South Florida, as well as performing as prime contractor for Ashbritt on their overload of contracts there as well.

Authorized personnel for this contract are listed below:

Ron Crump - President - Cell number 205-242-1515
Jerry Silverstein - Vice President - Cell number 251-422-2255
H Brian Deason - Asst. Vice President - Cell number 251-421-2116
Douglas J. Crump - Asst. Vice President - Cell number 205-242-0184
All contact numbers are listed at the beginning of this letter for official contact and correspondence.

We look forward to meeting with you and hope that in the instance that disaster strikes your county that SRS will be selected to be your prime recovery contractor.

Sincerely,

Carol A. Patton,
Executive Assistant

State of Florida

Department of State

I certify from the records of this office that STORM RECONSTRUCTION SERVICES, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on August 14, 1998.

The document number of this corporation is F98000004658.

I further certify that said corporation has paid all fees due this office through December 31, 2000, that its most recent annual report/uniform business report was filed on October 9, 2000, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Sixteenth day of October, 2000

Katherine Harris

Katherine Harris
Secretary of State

CR2EO22 (1-99)

Company Experience

Storm Reconstruction Services, Inc. (**SRS**), established in 1993 for the purpose of disaster recovery and debris management, maintains over 50 years combined experience in recovery from Hurricanes, Tornados, Floods, Fires and Ice Storms. Our seasoned team of individuals combines a wealth of knowledge and extensive experience from working together on a number of projects with various agencies such as Cities, Counties, the Federal Government and the private sector. These experiences have included many phases of recovery following natural and manmade disasters including pre-disaster planning and hazard mitigation. Our talents included the above as well as:

1. ***P***reliminary Damage Assessments
2. ***M***anagement of subcontractors
3. ***D***ebris removal, debris reduction, disposal and demolition
4. ***C***lean up and stabilization of stream banks and waterways
5. ***C***learing and reforestation of parks and public lands
6. ***D***emolition, removal and reconstruction of buildings

The principles and executive officers of SRS came together with individual work chronicles to form one of the strongest, most successful storm recovery companies in existence. These individuals possess wide-ranging successful backgrounds in disaster recovery, construction, real estate, insurance, accounting and management. The founders of SRS realized that there was a need for **credible, reputable companies** to assist in an area that many would not have the financial means to undertake. Understanding the complexities of this industry, they were able to pull together a team of professionals ranging from construction managers and equipment operators to engineers and financial managers.

SRS maintains a strong financial background and has ownership and control of a substantial amount of equipment that has enabled us to provide expedient mobilization in response to large scale events. SRS can mobilize within a minimal time frame upon a Notice to Proceed from the Contracting Agency. Along with our listing of over 400 Plus subcontractors from all over the US, we are able to satisfy any and all requirements personnel and equipment for debris removal, separation, reduction and disposal, including multiple site management.

We have an extensive list of completed contracts, which will further verify the strength of our company. SRS feels that a strong understanding of all divisions of the company promotes a safer and more efficient disaster recovery.

SRS managed and performed all phases of debris management from the first 70 hours push, through debris removal from ROW, debris removal from ROE's, and to providing disposal of mulch for the Army Corps of Engineers for multiple projects for Hurricane Katrin and Hurricane Wilma. We managed concurrently 41 projects of varying sizes and scopes in Florida, Mississippi and Texas following these monstrous storms.

In the summer and fall of 2004 through to January of 2005, we provided debris loading and hauling, debris disposal and debris reduction for more than 19 simultaneous projects throughout Florida and Alabama following Hurricanes Charley, Jeanne, Frances and Ivan. Prior to these events, we were performing Right of Way maintenance for the South Carolina DOT following the most catastrophic ice storms to ever befall that state. During the previous hurricane season we were performing various, concurrent debris management projects throughout North Carolina, Virginia and Washington, DC Following Hurricane Isabel. The Spring and Summer before that, we concentrated our efforts in cleanup from several tornadoes throughout the State of Tennessee. We performed as Prime Contractor for Shelby County, Tennessee and one of the larger suburbs (Collierville). In Jackson,

Tennessee we performed debris removal, disposal and reduction and disposal following a double Category

Three Tornadoes which devastated the city and county. This contract included the removal of debris from Private Property where we used a **Right of Entry** form to document the allowance and provisions for this part of the contract. This contract was completed ahead of schedule, with 100% customer satisfaction and a 100% safety record. The agency received compensation from FEMA based on our paper work in record time.

During the Winter of 2002-2003, we concurrently managed contracts spanning the entire State of North Carolina following the most disastrous Ice Storm to ever befall that State. During this contract the services we provided to the various cities, counties and respective DOT's included debris removal, debris reduction, debris disposal and management of multiple TDSRS's. These are evidenced in our contracts listings. During that time, we supervised over 100 subcontractors and 300 plus pieces of equipment.

SRS, again in the Winter of 2001-2002, acting as Prime Contractor managed multiple contracts throughout the State of Arkansas, where 52 counties were claimed federal disasters. SRS loaded, hauled, reduced and disposed of in excess of 800,000 Cubic Yards of Debris. During this same time frame, we acted as Prime contractor in Texas, Oklahoma and Missouri for multiple contracts. We were also Prime Contractor during the Winter of 2000 following the Ice Storms that created heavy damage throughout most of the Southeast. We successfully completed Debris Removal, Reduction and Disposal Operations for multiple simultaneous contracts in Alabama, Georgia, and North Carolina.

During the Fall of 1998 we negotiated, organized and managed five (5) concurrent disasters spanning four (4) separate states where we acted as the Prime Contractor for

disaster recovery from Hurricane Fran in North Carolina, Hurricane Bonnie in Virginia, Hurricane Georges in Alabama, a Wind Storm in Syracuse, New York. We hauled and

reduced over One millions Cubic Yards of Debris in less than 60 days in this contract. We also performed cleanup following an F-5 Tornado in Jefferson County Alabama that caused more than $13 Million in damages. Our ability to deploy our trained personnel as well as quickly call on the needed additional experience and manpower has been evidenced in the early successful completion of all of these contracts. These contracts are referenced in our list of completed contracts, which are a part of this Bid Proposal.

RS owns large Tub Grinders that are superior for vegetative debris reduction operations. We also have the availability for an unlimited number of trackhoes, backhoes, front-end loaders, knuckle booms, dump trucks, dump trailers, and large chainsaws. As you will see in the attached, we have unlimited equipment and support personnel to manage the removal of debris, separate the debris by category into hazardous material, recyclable material and to perform debris reduction on a large scale basis.

We own several Air Curtain Incinerators for controlled burning and incineration procedures. This type of debris reduction proves to be the most cost effective, as well as the most environmentally friendly type of reduction. This method reduces debris by a 4.1 ratio, which alleviates the need for additional land fill space. Additionally, we have years of experience in utilizing Controlled open air incineration methods when called for with vegetative debris. Incineration of clean woody debris in this type of environment presents minimal concerns to the area, and the ash can be recycled and is used for soil additives. Considerations of topography (waste streams, etc.) are always used in determination of burn sites.

We are accustomed to emergency response situations and readily respond in a timely manner. We are familiar with all rules and regulations of FEMA, U. S. Army Corps of Engineers, the various Environmental Protection Agencies, local and state permits and

regulatory issues pertaining to projects of this scope, and hold the highest reputation in the field for accountability, preparation and goodwill with our Contracting Agencies.

Once again, we stress the importance of checking references for all previous contracts. The goodwill, which we create in an otherwise stressful situation is as important as the cleanup itself. At the beginning of each project, we establish the protocol for reporting procedures, safety meetings, communication systems and documentation. All procedures are fine tuned by our experienced personnel to provide the utmost in efficiency and to streamline the operation . These lines of communication extend not only to our immediate contacts, but in our training sessions with administrative and clerical personnel. The training we provide and the use of software SRS has developed specifically for this purpose also create benefits for the contracting agency. Daily reporting, daily reconciliations and the proper usage of documentation including load tickets specifically designed for this type of project, daily reports and our ability to identify specific situations through fact sheets is a benefit to the contracting agency.

SRS has a proven record of successful projects, completed with an excellent safety rating and 100% client satisfaction. We anticipate the opportunity to helping your community should the need arise.

STORM RECONSTRUCTION SERVICES INC.

1609 Veterans Memorial Parkway, Tuscaloosa, AL 35404

Phone: 205-556-048 Fax: 205-469-2038 Toll Free: 866-556-0049

www.stormreconstructionservices.com

FEMA REPORTING & REIMBURSEMENT

Storm Reconstruction Services, Inc. certifies that 99.32% of the projects completed by SRS have been Federally Declared Disasters, whereby FEMA reimbursement was a prime consideration.

During these contracts, SRS worked closely with the Contract Administrators to perform successfully in complying with FEMA guidelines, providing assistance and expertise in filing for FEMA reimbursements. Using monitors and load tickets for correctly recording trucking of debris, providing notarized listings of truck measurements, documenting all trucks, and using this as the first step for proper preparation of FEMA documentation was a vital in assuring the County of proper reimbursement. We have used video taping of debris prior to the start of the project for further verification, we use towers to be able to provide assistance for inspectors, we do daily reports which are reconciled daily and weekly.

SRS is well versed in the day-to-day operations that insures the proper documentation for FEMA reimbursement. We have worked well with identifying concerns in filing FEMA damage assessment reports. At any time there has been a question of repayment to the contracting agency, SRS has been able to produce all the proper documentation to assist and successful in the recompensation from FEMA, and have never been denied payment.

SRS has been instrumental in providing information to various contracting agencies in further developing their pre-disaster contracts, always informing the counties, cities, etc. Of the benefits of using “default” clauses and bonding to insure that the Contractor lives up to the contract.

We have established a reputation throughout the industry for handling all contracts with the utmost integrity, providing prompt response, using the equipment designed for the job, hiring only reputable contractors to assist us, and gaining respect throughout the community for which we have performed. We have provided assistance above and beyond normal requirements to insure that the Contracting Agency, FEMA and SRS performs as a team.

Contact any of the references in our package and we feel that they will echo that of any of the contract agencies in that Storm Reconstruction Services, Inc. Is the most qualified contractor for the job.

Most of the jobs performed by SRS are either FEMA, NRCS, DOT, or State jobs. Due to our successful completion rate and our recompensation rate for the contracting agencies, it is evident that documentation is one of the strong suits of our company. Administrators are cross-trained as referenced throughout our staff's resumes. This is additional testimony that we that a job is only good as the paper work it stands on.

SRS LIST OF COMPLETED CONTRACTS

Storm Reconstruction Services, Inc.
1609 Veterans Memorial Parkway
Tuscaloosa, AL 35404

Completed Contracts

Dates	Storm/Event	Owner / Prime/Location	Description	Amount
October 05- Dec 05	Hurricane Wilma	FL, BIC All Income Hrly Grind	Debris reduction	$ 15,675.00
October 05- Dec 05	Hurricane Wilma	FL, BIC All Income	Debris Removal, Disposal, ROW hauling	$ 1,387,299.80
October 05- Dec 05	Hurricane Wilma	AL, Maplesville All Income	Sewer project, street and curb	$ 19,005.64
October 05- Dec 05	Hurricane Wilma	FL, NPCID All Income	Debris Removal, Disposal Reduction	$ 150,770.40
October 05- Dec 05	Hurricane Wilma	FL, Cooper City	Debris Removal, Disposal, Reduction	$ 1,625,630.01
October 05- Dec 05	Hurricane Wilma	FL, Dania Beach	Debris Removal , Disposal, Reduction	$ 80,937.00
October 05- Dec 05	Hurricane Wilma	FL, Sunrise	Debris Removal , Disposal, Reduction	$ 281,845.71
October 05- Dec 05	Hurricane Wilma	FL, Weston	Debris Removal , Disposal, Reduction	$ 228,573.00
October 05- Dec 05	Hurricane Wilma	FL, North Palm Beach Water Control	Debris Removal , Disposal, Reduction	$ 150,770.40
October 05- Dec 05	Hurricane Wilma	FL, Broward County Highway and Bri	Debris Removal , Disposal, Reduction	$ 210,965.85
October 05- Dec 05	Hurricane Wilma	FL, Broward Unincorported	Debris Removal , Disposal, Reduction	$ 1,735,931.61
October 05- Dec 05	Hurricane Wilma	FL, Plantation	Debris Removal , Disposal, Reduction	$ 2,992,978.53
October 05- Dec 05	Hurricane Wilma	FL, Plantation	Debris removal	$ 3,127,414.23
October 05- Dec 05	Hurricane Wilma	FL, Plantation	Debris removal	$ 401,332.75
October 05- Dec 05	Hurricane Wilma	FL, Plantation	Debris removal	$ 48,086.95
October 05- Dec 05	Hurricane Rita	TXDOT, Jasper County	Right of Way Clearing	$ 195,121.92
October 05- Dec 05	Hurricane Rita	TXDOT, Jefferson County	Right of Way Clearing	$ 37,556.16
October 05- Dec 05	Hurricane Rita	TXDOT, Liberty County 38-001	Right of Way Clearing	$ 177,475.98
October 05- Dec 05	Hurricane Rita	TXDOT, Liberty County39-001	Right of Way Clearing	$ 201,540.60
October 05- Dec 05	Hurricane Rita	TXDOT, Newton County	Right of Way Clearing	$ 258,906.78
October 05- Dec 05	Hurricane Rita	TXDOT, Orange County	Right of Way Clearing	$ 227,154.51
October 05- Dec 05	Hurricane Rita	TX, Sabine County	Debris Removal , Disposal, Reduction	$ 450,500.00
October 05- Dec 05	Hurricane Rita	TX, City of Livingston	Debris Removal , Disposal, Reduction	$ 121,220.00
October 05- Dec 05	Hurricane Rita	TX, Polk County	Debris Removal , Disposal, Reduction	$ 166,960.00
October 05- Nov 05	Hurricane Rita	TX, City of Cleveland	Debris Removal , Disposal, Reduction	$ 217,879.65
October 05- Nov 05	Hurricane Rita	TX, Harris County	Debris Removal , Disposal, Reduction	$ 93,394.45
Sept 05- Dec 05	Hurricane Katrina/ Wilma	FL, Hollywood	Debris Removal , Disposal, Reduction	$ 4,157,522.19
Sept 05- Dec 05	Hurricane Katrina	FL, Hollywood	Debris Removal , Disposal, Reduction	599.077.17
Sept 05- Dec 05	Hurricane wilma	FL, Hollywood	Debris Removal , Disposal, Reduction	$3,692,034.92
Sept 05- Dec 05	Hurricane Katrina	MS, Hinds	Debris Removal , Disposal, Reduction	$ 688,960.00
Sept 05- Dec 05	Hurricane Katrina	MS, KBR Sea Bee Base	Debris Removal , Disposal, Reduction	$ 2,373,809.33
Sept 05- Dec 05	Hurricane Katrina	MS. LBR Disposal	Debris Removal , Disposal, Reduction	$ 104,360.03
Sept 05- Dec 05	Hurricane Katrina	MS, Madison	Debris Removal , Disposal, Reduction	$ 286,032.00
Sept 05- Dec 05	Hurricane Katrina	MS, Lamar County	Debris Removal , Disposal, Reduction	$ 1,629,738.00
Sept 05- Dec 05	Hurricane Katrina	MS, Lamar CountySite Mgmt	Debris Reduction	$ 422,523.00
Sept 05- Dec 05	Hurricane Katrina	MS, Lamar County DOT	Debris Removal , Disposal, Reduction	$ 3,294,501.94
Sept 05- Dec 05	Hurricane Katrina	MS, Forrest County	Debris Removal , Disposal, Reduction	$ 4,733,032.82
Sept 05- Dec 05	Hurricane Katrina	MS, Forrest County	Site Management	$ 1,352,904.00
Sept 05- Dec 05	Hurricane Katrina	MS, Stone County ROE	Debris Removal , Disposal, Reduction	$ 4,522,123.00
Sept 05- Dec 05	Hurricane Katrina	MS, Stone County ROE	Debris Removal , Disposal, Reduction	$ 7,550,137.80
Sept 05- Dec 05	Hurricane Katrina	MS, Stone County	Debris Removal , Disposal, Reduction	$ 8,537,329.49
Sept 05- Dec 05	Hurricane Katrina	MS, Stone County All Income	Debris Removal , Disposal, Reduction	$ 8,707,470.87
Sept 05- Dec 05	Hurricane Katrina	MS, Stone County DOT	Debris Removal , Disposal, Reduction	$ 1,596,728.40
September 05-Dec 05	Hurricane Katrina	AL, Mobile	Debris Removal , Disposal, Reduction	$ 1,446,501.29
September 05-Nov 05	Hurricane Katrina	AL, Vestavia	Debris Removal , Disposal, Reduction	$ 263,674.95
September 05-Nov 05	Hurricane Katrina	AL, Tuscaloosa	Debris Removal , Disposal, Reduction	$ 431,139.25
September 05-Nov 05	Hurricane Katrina	MS, Gulfport Seabee Base	Debris Removal , Disposal, Reduction	$ 2,373,809.33
May 05- June 05	Hurricane Jeanne	FL, SWFWMD Peace Creek	Debris removal, Canals, Waterways	$ 137,730.00
May 05- June 05	Hurricane Jeanne	FL, SWFWMD Alligator Creek	Debris removal, Canals, Waterways	$ 290,112.00
May 05- June 05	Hurricane Jeanne	Sanibel, FL	Debris removal, Canals, Waterways	$ 187,125.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	Hillsborough County, FL	Debris removal, disposal, reduction	$ 7,705,000.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	Ft. Pierce, FL	Debris removal, disposal, reduction	$ 2,237,854.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	Ft. Pierce, FL	Beach sand hauling and removal	$ 135,485.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	DeSoto County, FL	Debris removal, disposal, reduction	$ 10,484,000.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	N Brevard County, FL	Debris removal, disposal, reduction	$ 5,159,509.40
Oct - Dec 04	Charley,FrancesJeanne, Ivan	Port St Lucie, FL	Debris removal, disposal	$ 545,000.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	S Brevard County, FL	Debris removal, disposal, reduction	$ 1,472,000.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	St Lucie County, FL	Debris removal, disposal, reduction	$ 4,070,000.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	Avon Park, FL	Reduction by grinding	$ 28,500.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	DeSoto County, FL II	Reduction by grinding	$ 735,000.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	Altamonte Springs, FL	Reduction by grinding	$ 112,888.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	Seminole County, FL	Veg debris load and haul	$ 134,000.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	Winter Park, FL	Emergency push , debris removal	$ 82,000.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	Mobile County, AL	Debris removal, disposal, reduction	$ 1,485,698.00
Oct - Dec 04	Hurricane Ivan	Spring Hill College, Mobile, AL	Debris removal, disposal	$ 28,750.00
Oct - Dec 04	Annual maintenance	Housing Authority of Savannah	Tree trimming, veg removal and disp	$ 162,335.00
Oct - Dec 04	Charley,FrancesJeanne, Ivan	Jefferson County, AL	Debris removal, disposal, reduction	$ 4,347,225.00
Mar01-Mar31,2004	Ice Storm	Prosperity, SC	Grinding of storm debris	$ 4,500.00
Mar15-Mar30,2004	Ice storm	Orangeburg, SC	Load, haul, grind for City Parks	$ 136,600.00
Mar12-Mar27,2004	Ice storm	Orangeburg, SC	Grinding of storm debris	$ 59,000.00

SRS LIST OF COMPLETED CONTRACTS

Mar10-April10,2004	Ice Storm	City of Columbia, SC	Grinding of storm debris from ice storm	$	31,825.00
Feb15-Mar01,2004	Vegetative grind	Boise-Cascade	Grinding of vegetative debris from papermill	$	3,500.00
Apr-04	Private Grind	AL, Boise Grind All Income	Grinding of vegetative debris from papermill	$	4,500.00
Feb05-May05,2004	Sewer Rehab	City of Auburn, AL	City municipal rehab	$	500,000.00
Jan10-Mar1,2004	Sewer Rehab	City of Ashville, AL	City municipal rehab	$	600,000.00
Nov25-Dec14,2003	Hurricane Isabel	Town of Winfall, NC	Debris removal, disposal	$	29,700.00
Nov 25-Dec01,2003	Hurricane Isabel	Pasquo Co -ElizCity Pub Sch/NC	Debris Removal, disposal,	$	52,200.00
Nov 5-Nov20, 2003	Hurricane Isabel	Portsmouth, VA Public Schools	Debris Removal, disposal	$	48,500.00
Oct 25-Nov05,2003	Hurricane Isabel	Elizabeth City St Univ, NC	Debris Removal, disposal, reduction	$	81,250.00
Oct 15-Nov15,2003	Hurricane Isabel	Town of Hertford, NC	Debris Removal, disposal, reduction	$	167,465.00
Oct15-Dec15,2003	Hurricane Isabel	VDOT-ChasCity CO	Debris Removal, disposal	$	585,000.00
Oct 15-Oct30,2003	Hurricane Isabel	City of Emporia, VA	Debris Remova, disposal, ROW hauling	$	26,525.00
Oct 15-Nov 5,2003	Hurricane Isabel	VDOT-Hanover CO	Debris removal, disposal	$	109,445.00
Oct 01-Dec 05, 2003	Hurricane Isabel	DC/Waste Mgmt	Debris Removal, disposal, reduction	$	1,836,278.00
Oct 8 - Nov 8, 2003	Hurricane Isabel	Pasquotank Co, NC	Debris Removal, disposal	$	187,400.00
Sept25-Oct15,2003	Hurricane Isabel	Chesapeake, VA	Debris Removal, disposal	$	530,000.00
Sept 15- 25,2003	Hurricane Isabel	Virginia Beach, VA	Debris Removal,disposal, ROW haul	$	197,708.00
Aug 05 - 27, 2003	Hurri. Claudette	City of Victoria, TX	Debris removal, disposal, reduction	$	1,350,000.00
	Metro-Davidson CO, TN	TN, Nashville	Brush Collectoin Route	$	1,085,149.38
	Nuclear Power Plant	TN, TVA Oak Ridge	Reduction by grinding	$	32,000.00
Aug 01 - 27, 2003	Tornado, Wind	Shelby Co, TN	Debris removal, disposal, reduction	$	642,700.00
Aug 02 - 22, 2003	Tornado, Wind	Town of Collierville, TN	Debris load, haul, dispose	$	334,000.00
July 27 - 29, 2003	Tub Grinding	NAS Pensacola, FL	Mulching and grinding vegetative	$	5,265.00
July 01 - Aug 03, 03	Sewer Project	City of Fayette, AL	Sewer project, street and curb	$	382,800.00
June 27 - July 26, 03	Tornado	City of Desoto, MO	Debris removal	$	198,000.00
May 27 - July 19, 03	Tornado	Henderson Co, TN	Debris removal	$	345,000.00
May 27 - July 29, 03	Tornado	Madison Co, TN	ROW, ROE debris removal, dispose	$	3,403,670.00
May 17 - July 27, 03	Tornado	Town of Lexington, TN	Disposal of veg debris	$	33,045.00
May 07 - 14, 2003	Tornado	City of Jackson, TN	ROW debris removal, load & haul	$	44,355.00
Apr 01 - May 17, 03	Ice Storm	Woodford Co, KY	ROW debris removal, reduction	$	377,220.00
Mar 27 - May 10, 03	Ice Storm	Citty of Versailles, KY	ROW debris removal, reduction	$	15,000.00
Apr 01 - May 10, 03	Ice Storm	City of Midway, KY	ROW debris removal, disposal	$	43,000.00
Apr 08 - 29, 2003	Ice Storm	City of Lexington, KY	ROW debris removal, reduction	$	90,200.00
Apr 27 - May 03, 03	Ice Storm	City of Lawrenceburg, KY	ROW storm debris	$	24,000.00
Apr 27 - Jun 21, 03	Ice Storm	Anderson Co, KY	ROW storm debris	$	121,400.00
Mar 30 - May 25, 03	Highway Clear	SC DOT	Highway maint, silt fencing, fencing	$	530,015.00
Mar 29 - Apr 27, 03	Streambank	City of Homewood, AL	Riprap rock placement, drainage	$	95,080.00
Feb 10 - 16, 2003	Tub Grinding	Mobile Asphalt	Grinding for private sector	$	5,000.00
Jan 25 - Feb 10, 03	Streambank	City of Altoona, AL	Storm debris removal	$	27,300.00
Jan 15 - 29, 2003	Tub Grinding	Mobile Asphalt	Grinding for private sector	$	5,000.00
Jan 07 - 25, 2003	Ice Storm	NCDOT - Mecklenburg	Load, haul storm debris	$	88,514.00
Dec 20 - Jan 11, 03	Ice Storm	City of Cary, NC	Load & haul	$	182,433.00
Dec 15 - Jan 15, 03	Ice Storm	City of High Point, NC	Load, haul, reduce storm debris	$	1,010,258.00
Dec 15 - Jan 11, 03	Ice Storm	City of Charlotte "C", NC	Load, haul storm debris	$	443,568.00
Dec 12 - Jan 11, 03	Ice Storm	City of Charlotte "I", NC	Load, haul storm debris	$	313,568.00
Dec 12 - Jan 02, 03	Ice Storm	City of Charlotte "A", NC	Load, haul storm debris	$	621,121.00
Nov 21 - Jan 21, 03	Tornado	Walker Co, AL	Load, haul storm debris	$	2,408,679.00
Nov 24 - Dec 10, 02	Tornado	Pickens Co, GA	Load, haul storm debris	$	892,595.00
Nov 02 - Dec 02, 02	Hurricane Lili	St. Landry, LA	Storm debris reduction	$	30,448.00
Nov 02 - Dec 02, 02	Hurricane Lili	City of Rayne, LA	Storm debris reduction	$	43,000.00
Oct 12 - Nov 12, 02	Hurricane Lili	LA DOT	ROW debris removal	$	273,314.00
Sept 25 - Oct 25, 02	Tropical Isadore	Seminole County, GA	Load, haul debris	$	57,448.00
Oct 10 - Oct 21, 02-	Hurricane Lili	Asplundh	ROW, load, haul	$	1,200,000.00
2002	Tropical Isadore	Seminole City, GA	ROW, load, haul	$	285,000.00
2002	Flooding	NRCS, WV	Streambank cleanup	$	500,000.00
2002	Ice Storm, Tornado	Butler County, MO	ROW load, haul, grind	$	341,393.00
Jan4-Mar 4 2002	Private Grind	Weyerhaeuser	Grinding	$	88,000.00
Jan 15- Mar22 2002	Ice Storm	City of Okeene, OK	ROW cleanup, debris removal	$	35,000.00
Jan 23-Mar1 2002	Ice Storm	City of Warrensburg, MO	ROW cleanup, debris removal	$	52,251.00
Jan 2,- Mar 25,2002	Ice Storm	City of Raymore, MO	ROW cleanup, debris removal	$	56,332.00
Jan6 - Mar 27,2002	Ice Storm	City of Overland Park, KS	ROW cleanup, debris removal	$	38,110.00
2001	Flooding	USDA NRCS Raleigh, WV	Debris removal	$	158,400.00
2001	Flooding	USDA NRCS McDowell, WV	Debris removal, streambank	$	150,995.00
2001	Flooding	USDA NRCS Wyoming, WV	Debris removal, streambank	$	194,929.00
2001	Flooding	USDA NRCS Wyoming, WV	Debris removal, streambank	$	211,562.00
2001	Flooding	USDA NRCS Miller Co, GA	Debris removal, streambank	$	84,162.00
2001	Flooding	Jefferson Co, AL	Debris remove, reduce, environment	$	187,300.00
2001	Grind	Cobb Co, AL	Tub grinding	$	26,000.00
2001	Private Grind	Weyerhaeuser	Tub grinding	$	97,820.00
2001	Wind Storm	Jefferson Co, AL	Burn / grind	$	47,000.00
2001	Wind Storm	Mountain Brook, AL	Debris removal, reduction, site mgt	$	428,385.00
2001	Wind Storm	Homewood, AL	Debris removal	$	172,731.00
2001	Wind Storm	Fairfield, AL	Debris removal	$	118,440.00
2001	Ice Storm	Dept. of Tourisim, OK	Debris removal	$	49,771.00
2001	Ice Storm	DOT Red River Co, TX	Debris removal	$	447,792.00
2001	Ice Storm	Lincoln Co, ARK	Debris removal	$	270,000.00

SRS LIST OF COMPLETED CONTRACTS

2001	Ice Storm	Idabel, OK	Debris removal, reduction, site mgt	$	130,600.00
2001	Ice Storm	Wynne, ARK	Debris removal, reduction	$	27,113.00
2001	Ice Storm	Waldo, ARK	Debris removal, reduction, site mgt	$	20,000.00
2001	Ice Storm	Montgomery Co, ARK	Debris removal, reduction, site mgt	$	272,550.00
2001	Ice Storm	Magnolia, ARK	Debris removal, reduction, site mgt	$	55,000.00
2001	Ice Storm	Columbia Co, ARK	Debris removal, reduction, site mgt	$	1,260,000.00
2000	Tornado	City of Tuscaloosa, AL	Debris removal	$	132,030.00
2000	Private Grind	Weyerhaeuser	Tub grinding	$	91,627.00
2000	Wind Storm	Vestavia Hills, AL	Debris removal	$	1,127,983.00
2000	Tornado	Logan Co, OK	NRCS - watershed protection	$	79,276.00
2000	Wind Storm	City of Charlotte, NC	debris removal	$	54,073.00
2000	Wind Storm	Hillsborough, NC	Tub grinding	$	31,850.00
2000	Private Grind	Weyerhaeuser	Tub grinding	$	32,585.00
2000	Wind Storm	Burlington DOT, NC	Debris removal, reduction	$	257,000.00
2000	Ice Storm	Dekalb Co, AL	Debris removal, reduction	$	282,973.00
2000	Tornado	Vestavia Hills, AL	Debris removal, reduction	$	860,131.00
2000	Tornado	Mountain Brook, AL	Debris removal	$	371,193.00
2000	Fire	SouthTrust Bank, AL	Debris removal	$	99,148.00
2000	Tornado	Mitchell Co, GA	Debris removal, reduction	$	907,820.00
2000	Ice Storm	Cobb Co, GA	Debris removal, reduction	$	2,541,605.00
2000	Ice Storm	Union Co, NC	Debris removal	$	1,403,049.00
2000	Ice Storm	Monroe DOT, NC	Debris removal	$	9,312,315.00
2000	Tornado	Owensboro, KY	Debris removal, reduction	$	356,821.00
2000	Ice Storm	Aberdeen, NC	Debris removal	$	43,926.00
1999	Construct. Site	Boh Brothers	Debris tub grinding	$	26,950.00
1999	Landfill Op.	Apopka, FL	Debris tub grinding	$	33,210.00
1999	Hurricane Floyd	Mount Pleasant, SC	Debris tub grinding	$	31,226.00
1999	Clear & Grind	Phillips & Jordan	Debris tub grinding	$	51,860.00
1999	Hurricane Floyd	City of Raleigh, NC	Debris tub grinding	$	134,522.00
1999	Hurricane Floyd	Pender Co, NC	Air curtian burning	$	117,984.00
1999	Hurricane Floyd	City of Raleigh, NC	Debris removal	$	502,801.00
1999	Hurricane Floyd	City of Goldsboro, NC	Debris removal	$	259,881.00
1999	Hurri. Georges	NRCS St. Johns Co, FL	Watershed protection	$	91,800.00
1999	Hurri. Georges	NRCS Orange Co, FL	Watershed protection	$	385,100.00
1999	Hurri. Georges	NRCS Santa Rosa Co, FL	Watershed protection	$	265,400.00
1998	Hurri. Georges	City of Mobile, AL	Debris removal, reduction, mgt	$	1,183,000.00
1998	Wind Storm	Onondaga Co, NY	Debris removal, reduction, mgt	$	9,570,000.00
1998	Hurricane Fran	Lumber River, NC	Debris removal	$	27,100.00
1998	Hurri. Bonnie	Chesapeake, VA	Debris removal, reduction, mgt	$	361,000.00
1998	Hurri. Bonnie	Virginia Beach, VA	Debris removal, reduction, mgt	$	2,704,000.00
1998	F-5 Tornado	Jefferson Co, AL	Tornado clean up	$	4,837,950.00
1998	Hurricane Fran	City of Raleigh, NC	Manage debris site, grind	$	163,000.00
1998	Hurricane Fran	Craig Jones Project	Tub grinding	$	2,500.00
1998	Hurricane Fran	City of Raleigh, NC	City parks	$	18,748.00
1998	Hurricane Fran	NRCS Durham Co.	Stream restoration	$	89,328.00
1998	Hurricane Fran	Columbus Co, NC	Drainage system cleanup	$	166,000.00
1998	Hurricane Fran	NC Dept of Env & Nat Res.	Lumber river debris removal	$	121,339.00
1997	Hurri. Danny	Dauphin Island, AL	Debris removal	$	22,360.00
1997	Hurri. Danny	Baldwin Co, Al	ROW debris removal	$	131,301.00
1997	Hurri. Danny	Dauphin Island, AL	Debris removal	$	39,340.00
1997	Hurri. Danny	Baldwin Co, Al	Debris removal	$	544,399.00
1998 - 1997	Hurricane Fran	NRCS Wake Co, Cary Area	Stream restoration	$	25,129.00
1998 - 1997	Hurricane Fran	City of Smithville, NC	Debris clean up of easements	$	48,553.00
1998 - 1997	Hurricane Fran	City of Raleigh, NC	Manage debris site, grind	$	316,000.00
1998 - 1997	Hurricane Fran	NRCS Duplin Co Magnolia	Stream restoration	$	78,000.00
1998 - 1997	Hurricane Fran	Wayne Co. Board of Comm.	Stream restoration	$	157,000.00
1998 - 1997	Hurricane Fran	Wayne Co. Board of Comm.	Stream restoration	$	210,000.00
1998 - 1997	Hurricane Fran	NRCS Duplin Co Magnolia	Stream restoration	$	78,247.00
1998 - 1997	Hurricane Fran	NRCS Duplin Co Wallace T.	Stream restoration	$	171,000.00
1997	Hurricane Fran	Surf City, NC	Demolition, debris hauling	$	996,000.00
1997 - 1996	Hurricane Fran	NRCS Pender Co. Maple Hill	Stream restoration	$	30,000.00
1997 - 1996	Hurricane Fran	NRCS Duplin Co Pink Hill	Stream restoration	$	75,000.00
1997 - 1996	Hurricane Fran	NRCS Duplin Co Kenansvil.	Stream restoration	$	69,000.00
1997 - 1996	Hurricane Fran	NRCS Pender Co Cape Fear	Stream restoration	$	61,000.00
1997 - 1996	Hurricane Fran	NRCS Marsh Creek	Stream restoration	$	16,254.00
1997 - 1996	Hurricane Fran	City of Raleigh, NC	Park restoration	$	391,000.00
1997 - 1996	Hurricane Fran	U.S. COE / Phillips & Jordan	Debris removal	$	573,873.00
1997 - 1996	Hurricane Fran	NRCS Pender County	Stream restoration	$	72,000.00
1997	Hurricane Fran	NC DOT	Manage debris site, grind	$	1,100,000.00
1997 - 1996	Hurricane Fran	NC DOT	Debris removal	$	680,000.00
1996	Hurricane Fran	U.S. COE	Debris removal	$	525,000.00
1996	Hurricane Fran	U.S. COE	Emergency ice & water	$	193,000.00

Environmental Plan

Storm Reconstruction Services, Inc. has developed a plan to provide for environmental protective measures to prevent and/or control pollution that may develop during the performance of contracts. The plan contains protective measures required to prevent or correct condition that may develop during the performance of the contract.

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In accordance with the prescribed contract clauses the protection of existing vegetation, structures, equipment utilities and improvements, SRS has developed methods for the protection of features to be preserved within authorized work areas. SRS has prepared a list of resources needing protection and preservations (i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air quality, noise levels, surface and ground water quality, fish and wildlife, soil, historic, archaeological and cultural resources). This plan identifies methods to protect these and other resources present and specify measures to protect the environment should an accident, natural causes of pollution, or failure to follow the environmental protection plan occur during the performance of the specified contract. This plan specifies how the quality and protective measure of these resources shall be identified. SRS also specifies where and how debris and matters shall be disposed.

SRS has implemented procedures to provide the required environmental protection and to comply with the applicable laws and regulations. SRS has set out procedures to be

followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in this plan.

SRS, as a part of the contract requirements, obtains permits and licenses as needed. SRS is responsible for complying these permits and licenses throughout the duration of the contract.

Traffic Control plans are included for the job sites. These plans focus on reducing erosion of temporary roadbeds by construction traffic, especially during wet weather, and reducing the amount of mud transported onto paved public roads by motor vehicles or runoff.

SRS establishes methods of protecting surface and gerund water during the performance of contracts. Runoff from fuels, oils and various other lubricants and solutions is to disposed of properly to prevent entry into waterways.

SRS exercises controls to minimize damage to the environment by noise from construction activities. Work areas display caution signs when required for existing hazardous noise levels. Hearing Protection devices are used when required.

SRS is familiar with the various environmental implications involved in any recovery from a natural disaster. These concerns are only viable when disposal methods are improperly implemented. Reduction of the debris is determined to prevent any type of air pollution, to create disturbances to the environment or to adversely impact the area.

As part of our initial plan, we make determinations regarding the effects from grinding, open air burning, or air curtain burning, (which are minimal). When reduction of debris is required through grinding, additional determinations are made and evaluated concerning safety, traffic management and scope of project. Site evaluations are made as for as underground tanks, and inactive and abandoned sites. The local authorities and the presiding agencies are utilized in determining the locations for buffer zones.

The most common concerns are addressed immediately: Slope stability, erosion and sedimentation control, unique land features, location as to water such as groundwater, floodways, streams and rivers that might get contaminated are major factors for consideration.

We also address the biological concerns such as vegetation, plant and animal habitats, wilderness areas, specially designated natural heritage areas, ecosystems and habitat fragmentation.

Socioeconomic issues such as housing effects, populations, water availability, noise , odor, and traffic impacts are a key issue in this determination. Health and Safety issues as well as visual impact is considered.

Hazardous materials such as waste sites and building materials are immediately assessed as well. HAZ MAT teams are utilized whenever a situation occurs which requires additional assistance. There again, Hazardous materials are rarely encountered following ice storms.

Contacts with the various agencies, including the EPA and DEQ are previously listed and constant updates are encountered through their websites. As a part of the contract we make contacts to discuss requirements, permitting, etc. required for vegetative debris disposal. We research and determine temporary storage sites, permits for the various material kinds and discuss sites with the contracting agency and the local landowners regarding the sites.

SRS is furnished daily updates on regulations and the local authorities are available for any immediate situations. Permitting procedures for the various sites are in place. Sites normally receive prior approval which further endorses our ability to identify an environment which is safe as well as suitable for the recovery project. A description and scope of work

which is further identified by damage assessments and nature of the disaster. An overview of the commonly encountered issues and typically required information is segregated by project, activity and location.

We maintain daily e-mail alerts for state and local government environmental updates. This is a means that provides easy access to federal and state information and contacts.

As an active member in the Alabama Public Works Association and the American Public Works Association, we stay current on the changes that affect the various municipalities. We actively participate on an annual basis for an international consulting firm hosting various seminars for Debris Management which is sponsored by the Florida Department of Community Affairs, a Division of Emergency Management. Our involvement and affiliation further prepares our staff for any proposals and revisions through the EPA and environmental groups. Continued research, planing and development are key ingredients when there is consideration of possible environmental impact.

SRS INC.
Storm Reconstruction Services

Personnel and Associates	Departments
Ron Crump, President	
C Thurmon Bell, Chairman	
Jerry Silverstein, Vice Chairman	
Amanda Yeager	Administrative
Bob Schisler	Accounting
Brandon Bishop	Maintenance
Brian Deason	Projects
Carol A Patton	Administrative
Cecil Hicks	Equipment and Maintenance
David Crump	Projects
Doug Crump	Accounting
Ed Clark	Maintenance
Gene Brown	Division Manager
Horace Overton	Utilities Division
Jackie Castle	Logistics and Operations
Jerry Hicks	Reduction Coordination
Jerry Wilkerson	Projects
Jimmy Wilkerson	Projects
Jim Woods	Projects
Joe Tate	Operations
Julian Trussell	Projects
Julius Ziske	Equipment and Maintenance
Dale Ternes	Tennessee Operations
Mickey Ladd	Marketing
Rance Hensley	Accounting
Rebecca Lester	Maintenance
Rick Riley	Logistics and Operations
Shannon Kelley	Accounting
Shelby Dixson	Site Coordination
Ollie Mashburn	Logistics and Operations
Tammie Spain	Administrative

Mobilization and Operations

SRS is prepared to provide excellent services to the Contracting Agency. Due to our experience in Pre-determined emergency situations such as Hurricanes, SRS will immediately mobilize our top echelon plan and management team to work beside your Preparedness team prior to the actual hit. We will then "bug out" to a secure area until the storm has subsided. We do not intend to put any of our personnel in harms way, but are able to meet with your team prior to the event and immediately following. During this time, our equipment will have been summoned to perform the emergency push as directed by the Contracting Agency. Within a **maximum** of 3 hours, we will have all push equipment required for the size event on site. Due to the proximity of our equipment to your area, we can be there immediately. We feel that SRS has a great advantage over some of the other companies in that four of our principals and various equipment personnel are domiciled in the Contracting agency's immediate vicinity.

In situations of a spontaneous, emergency nature (such as tornadoes), SRS will have within hours a team of personnel to assist in PDA's and start the clearance of debris from emergency routes, etc. We will them begin mobilization of a minimum of 50% of the required personnel and equipment within hours of a Notice to Proceed. Thereafter, determinations will be made as to the number of personnel and equipment needed to fulfill 100% of immediate mobilization. All contacts will be identified ahead of time with the Contracting Agency. Local contact telephone numbers including all wireless numbers required will be exchanged in advance of the event. SRS will then contact each agency and contact person as designated to clear debris. Communications between SRS and your

agency ensures for the smooth running of operations, and safety of individuals, especially those requiring medical care after the event.

We will provide visual inspection immediately for Hazardous materials and hazardous household waste. It is the experience of Storm Reconstruction Service Inc. that the amount of hazardous materials can be minimal in the event of a hurricane. We rely on the expertise of the trained HAZMAT subcontractors to assist us with this type of endeavor.

Equipment and personnel will be made available to the Contracting agency to ensure an effective, safe and efficient recovery from any type of catastrophic event.

DEBRIS COLLECTION

In the majority of FEMA based contract, SRS, as prime contractor is responsible for debris collection activities including, but not limited to furnishing all labor, materials and equipment to accomplish the following tasks:

1. Clearing, removing and transporting debris from the public right-of-way, all County owned property, streets and roads or privately owned property as required to secure the public safety. This includes the removal of damaged sidewalks and other damaged improvements from the public ROW as directed by the County. Areas from which damaged sidewalks and other damaged improvements are removed by the Contractor shall be brought back to grade.

2. Establishment, management and operation of approved County Government debris management sites (TDSRS's), to accept, process, reduce, incinerate, and dispose of event related debris including all related permits and/or approvals. All sites shall be approved by the County prior to the commencement of operations.

3. Demolition and removal of condemned structures and buildings and any other construction debris. The CONTRACTOR shall remove and haul all construction and demolition debris from the designated work zone directly to an appropriately permitted landfill. No C&D debris shall be stored at a TDSRS or Citizen Disposal Site.

4. The removal of fallen trees that originate from within the ROW and those which extend onto the ROW from private property, at the point where it enters the ROW, and that part of the eligible debris which lies within the ROW, tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling, and disposal.

5. Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the event.

6. Removal of sand, earthen and foreign materials from roads, streets, bridges and rights-of-way, canals, retention ponds, drain wells, pump stations, control structures and associated drainage structures; screening sand and returning clean sand to beaches or other designated sites, as directed by the County.

7. Cleaning and opening of enclosed drainage systems, as directed by the County.

8. All areas throughout the County where debris removal is accomplished and there is damage due to the CONTRACTOR'S operations, the CONTRACTOR shall be responsible for returning those areas to their original condition. All damages to pavement, sidewalk, curbs or any other infrastructure shall be repaired or restored to the satisfaction of the County.

DEBRIS DISPOSAL

SRS will remove and properly dispose of debris from selected areas as directed by the CONTRACTING AGENCY. Debris will include, but not be limited to, household goods, personal property, household construction and demolition debris, vegetation, white goods (appliances such as ovens and refrigerators), vehicles, sand/sediment, hazardous materials, and other items as directed by the CONTRACTING AGENCY.

1) Collection of debris shall include hauling materials to a temporary debris processing site, and any reduction, separation, or other processing of material needed for removal o a final disposal site designated by the CONTRACTING AGENCY.

2) All material will be disposed of at the CONTRACTING AGENCY's solid waste disposal facilities or other designated facility .

3) SRS is responsible for providing complete documentation for all debris disposed of .

4) The CONTRACTING AGENCY is responsible for all tipping fees.

5) SRS shall, pursuant to the CONTRACTING AGENCY's direction, collect, remove, process, and deliver disaster debris to the one of the CONTRACTING AGENCY's solid waste disposal facilities or other designated facility.

6) While the SRS shall not be responsible for disposal fees at the CONTRACTING AGENCY's landfills or other CONTRACTING AGENCY designated disposal facilities, all materials delivered to the site must be weighed and properly documented by SRS for the CONTRACTING AGENCY's records.

7) SRS shall provide and pay for all the necessary labor, tools, and equipment to execute the work involved in Debris Disposal

8) Such work will be prefaced with a time limit and closely monitored by the CONTRACTING AGENCY. Extensions to this time limited work requires written approval from the CONTRACTING AGENCY advance.

Hazardous Materials / Waste

1) The SRS shall identify potentially hazardous waste, perform necessary field testing to categorize wastes as hazardous waste, secure the sites by placing stakes and flagging tape around the area where hazardous wastes has been identified, and authorization from the CONTRACTING AGENCY to remove such waste.

2) The SRS shall identify sites with potentially bio-hazardous waste, secure the sites by placing stakes and flagging tape around the area where bio-hazardous wastes have been identified, and obtain authorization from the CONTRACTING AGENCY to remove such waste.

3) The SRS shall package for transport all bio-hazardous waste according to Federal, state, and local regulations. The SRS shall transport the waste to one of the CONTRACTING AGENCY's household hazardous waste collection centers -(see attached map). The SRS shall consolidate, bulk or over pack the waste according to all applicable regulations; and transport the waste by a licensed bio-hazardous waste transporter to a permitted bio-hazardous waste disposal facility approved by the CONTRACTING AGENCY.

4) SRS will remove the waste from the CONTRACTING AGENCY's household hazardous waste collection centers within 30 days of delivery to the center. Payments to the SRS for removal of these materials will be contingent upon the CONTRACTING AGENCY receiving a waste disposal manifest and certificate of destruction from the approved disposal facility documenting the delivery and incineration of the hazardous waste.

5) SRS shall collect and transport dead animals to an appropriate facility as directed by the CONTRACTING AGENCY. The SRS will not be responsible for disposal fees associated with these dead animals.

6) SRS shall transport household hazardous waste (HHW) to one of the CONTRACTING AGENCY's HHW collection centers. SRS shall consolidate, lab pack, bulk or over pack the waste according to all applicable regulations; and transport the waste to a permitted hazardous waste disposal facility approved by the CONTRACTING AGENCY, The waste will be removed from the CONTRACTING AGENCY's household hazardous waste collection centers by SRS within 60 days of delivery.

7) Payments to SRS for removal of these materials will be contingent upon the CONTRACTING AGENCY receiving a waste disposal manifest from the approved disposal facility documenting the delivery and acceptance of the hazardous waste.

8) The SRS will transport resulting ash to an appropriate Disposal Facility.

9) While stockpiled at the staging area awaiting transport, the ash will be placed by SRS on impermeable liners (to be provided, installed, and maintained by SRS) adequate to prevent runoff or possible contamination.

Recycling

1) The SRS recycles materials in accordance with local, state, and federal regulations.

2) Material will not be deemed processed until, in the opinion of the CONTRACTING AGENCY, all disaster related debris, as defined in this document, has been reduced and delivered to a designated landfill.

3) Operations will not be complete until, in the opinion of the CONTRACTING AGENCY, all materials have been removed from staging areas and deposited at a landfill approved by the CONTRACTING AGENCY

Storm Reconstruction Services, Inc.
1609 Veterans Memorial Parkway, Tuscaloosa, AL 35404
PH: 205-556-0049 ● Toll Free: 866-556-0049 ● Fax: 205-469-2038
www.stormreconstruction.com 24 Hr: 205-242-1501

DEBRIS REDUCTION SITE MANAGEMENT PLAN

In conjunction with the Contracting Officer's Representative (COR), SRS will develop a Debris Reduction Site Specific Management Plan, including a Site Startup and a Site Shutdown Check List. The Site Management Plan will cover the following items, as appropriate, with additional subjects as may be required by the COR:

1. Site Management Organization and Responsibilities. This will provide to all involved parties a clear delineation of the organization at the site, and the responsibilities assigned to each. It also facilitates quality control at the site.
2. Startup Check List. This list is developed to ensure that in the multiple, complex activities surrounding the clearing and preparation of a site, all concerns are addressed and can be "checked off" the list.
3. Ingress/Egress. Initially, these stabilized roads will be constructed to bring in the equipment necessary to prepare the site for operations. They will then be used by haul trucks to bring debris into the site for proper handling. The roads will be maintained throughout the entire operation.
4. Site Preparation (to include Clearing, Grading, Environmental Concerns and Erosion Control). The site must be carefully cleared and graded to ensure proper drainage, while minimizing erosion. All environmental concerns related to buffer zones, runoff, addressing concerns regarding impacts to streams, air, and underground aquifers, etc. will be addressed.
5. Traffic Control Procedures. Depending upon the extent of traffic control required, this may require an appendix entitled "Maintenance of Traffic". It will not only address the movement of vehicles into and out of the site, but also will include provisions for keeping the streets or roads free of fugitive debris.
6. Safety. There are a multiplicity of activities that occur around a Debris Reduction Site, including the diverse array of in-use heavy equipment; a large volume of debris hauling trucks; potentially hazardous debris; maintenance activities; tub grinders; air curtain incinerators; and large numbers of personnel. Therefore, safety must be and is a prime concern of SRS. It is a part of every plan written by SRS personnel, and is continually emphasize.
7. Segregation of Debris. In order to be properly handled and reduced, debris must be segregated into various categories, such as household hazardous waste, vegetative

debris, construction and demolition debris (wood, concrete, steel, etc), and white goods (refrigerators, stoves, washers, etc.)

8. Relative locations of Incineration and Grinding Operations. Location of these activities must be carefully sited to maximize efficiency (from disposal to separation to operational areas to final disposal), yet minimize any potential safety problems.
9. Relative locations of the Ash Disposal Area, Hazardous Material Containment Area, Contractor Work Area and Inspection Tower. The location of these activities also must be located in a manner that facilitates operations, yet maximizes safety to the extent possible. Ash from the air curtain incinerators may require testing before disposal.
10. Operation of Tub Grinders. Operations associated with these heavy machines can be dangerous. It is not unusual for heavy wood pieces to fly out of the tub during operations. Individuals working the area must be aware of the safety perimeter surrounding this operation. SRS will carefully site and operate the machinery in an efficient, yet safe manner. To ensure all personnel are familiar with tub grinder operating safety procedures, that subject will be specifically addressed in the plan.
11. Operation of Air Curtain Incinerators. For incinerators to be efficient in reducing vegetative debris and still minimize air pollution, they must be operated correctly. SRS has extensive experience in operating this equipment. Operational procedures will be included in the plan.
12. Reporting Requirements. SRS maintains an extensive record of the activities that occur at a Debris Reduction Site, including the number and identification of trucks, volume of debris entering the site, types of debris, etc. SRS can provide a wide range of reports. The types and schedules for preparing and submitting reports required by the COR will be contained in the plan.
13. Environmental Testing Requirements. Some jurisdictions may require periodic environmental related tests, such as air quality, water runoff, potential soil contamination by hydrocarbons from fuels and oil, ash content, etc. SRS will ensure the type and schedule for such tests are contained in the Site Plan.
14. Site Shutdown and Closing Requirements. SRS is familiar with the normal process for shutting down and closing a Debris Reduction Site. During contract discussions, however, SRS will determine if there are any specific requirements that the COR may have, and include those along with the normal shutdown/closing process.
15. Site Shutdown Check List. To ensure that all requirements have been addressed, a Site Shutdown Check List will be prepared and completed.

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SRS INC.
Storm Reconstruction Services

Establishing and Operating TDSRS

SRS uses the following methods for establishing disaster generated debris processing sites. Sites are established using the help of the COR and under the approval of same, while following all FEMA and EPA guidelines All sites are coordinated with the authorities to ensure that traffic control measures are safe for debris removal activities. Sites are coordinated with the authorities regarding landfill capabilities and capacities. Locations are determined using buffer zones and noting all locations of stream, creeks and lakes.

After establishing our base camp, and implementing our communications system, we then initiate properly identifying and testing for any hazardous material. The properly identified hazardous material will be separated and disposed of in accordance with U.S. EPA regulations. This procedure includes double wrapping the material in bulk for trailers or roll off containers with only residual quantities being doubled bagged prior to loading. All Hazardous work is performed by Hazmat trained personnel. Asbestos removal is under the direct supervision of a U.S. EPA Asbestos Contractor Supervisor trained personnel with proper PPE equipment.

Following the removal of the identified hazardous material, a subsequent visual inspection and confirmation sampling will be performed on each site(s). This procedure will be repeated until a site can be certified as free of asbestos to the extent required.

If required, the site is then made available for debris demolition and removal of the remaining waste\debris. This debris is transported to a permitted landfill and segregated for

metal, concrete, and vegetative matter. All damaged vegetative material will be identified for removal and will be transported to a staging area for reduction. We use Tub Grinders to grind the vegetative matter into mulch for reduction as permitted. If required, each site will be inspected and closed after satisfactorily removing and disposing of eligible debris. Whenever necessary, sites will have soil replaced with equivalent type soil if required in the contract. All site safety and environmental requirements of our enclosed plans will be implemented.

SRS conducts all processing activities in compliance with all Federal, state, and local rules and regulations. We also provide a Maintenance of Traffic (MOT) Plan for each of the staging/reduction areas utilized. This plan will include provisions for keeping the street free of any fugitive materials a result of the site utilization. SRS maintains all work sites in accordance with all local, state, and Federal rules and regulations including requirements for erosion control, storm water management, and fire control. We provide stabilized ingress and egress to each debris-processing site and maintain such access throughout the life of the site. Provisions for air curtain burning are attached in this section.

When project is complete, SRS reclaims the site to the satisfaction of the OWNER, affected property owners, and in accordance with applicable federal, state, and local regulations. Reclamation includes the completion of the processing activities to include at a minimum removal of all equipment and debris (including contaminated soils), grading of the site to pre-use condition, and seeding and mulching of the exposed areas.

SRS INC.
Storm Reconstruction Services

Air Curtain Pit Incineration

Procedural Operations

Storm Reconstruction Services, Inc. (SRS) performs Air-Curtain Burning as an effective means to expedite the volume reduction process by substantially reducing the environmental concerns caused by open incineration. SRS provides proper specifications and work statements to further develop and expedite the proper use of the Air-Curtain Incineration equipment and all required personnel.

SRS maintains all equipment as per requirements from the McPherson Systems, Inc.; which were the developers of the equipment to be used at the site. Maintenance logs are maintained on site at our Shop repair plants and all equipment is fully insured.

Personnel who maintain and operate the equipment, support personnel are fully experienced in the operation of this type of procedure. Records verifying the previous experience of the assigned personnel are on record at the administrative offices.

SRS follows all guidelines regarding structure of the site regarding high water tables, soil requirements and materials required for the pits. The engineered features designed in to the units allow for a reduction rate of approximately 95% with a minimum of air pollution.

OPERATIONS

The air curtain traps smoke and small particles and re-circulates them to enhance combustion that reaches over 2,500 degrees Fahrenheit. It is recognized that standard operations procedures confirm that combustion rates of about 25 tons per hour are achievable while still meeting emission standards.

Air Curtain Burning Method maintains a uniform curtain of air across the top of a pit in which the burning is done. The air curtain that ensues prohibits smoke and ash from leaving the pit. It also increases the burning efficiency in the pit by increasing the available oxygen. The increase burning efficiency allows for faster and more complete burning of trees, stumps, and debris. The unit is also equipped with an emergency shutdown switch (low oil or overheat) and engine lockup kits for vandalism protection.

CONTRACT/FEMA GUIDELINES

All guidelines and contract requirements for reduction by air curtain incineration will be met and exceeded during this operation. SRS fully follows the guidelines set forth by FEMA. We have supplied as a part of this procedural profile, drawings and illustrations for proper burning methodologies.

BURNABLE DEBRIS

Burnable debris consists of all vegetative materials, such as limbs, trees, stumps and other eligible debris that has been distributed to the approved site.

ASH

Ash will be disposed of as per contract requirements.

STORM RECONSTRUCTION SERVICES, INC.
1609 Veteran's Memorial Parkway Tuscaloosa, AL 35404
Office PH: 205-556-0049 Fax: 205-469-2038 Toll Free:866-556-0049
www.stormreconstruction.com

REFERENCES

This is a partial list of references for FEMA based Projects performed by SRS: Additional references may be found in the SRS booklet, along with other completed projects.

Name of Client:	**Stone County, MS**
Contact Person:	Jon Bond, P.E.
Address:	312 Mill Ave, P.O. Box 369 Wiggins, MS 39577
Ph No. ____----	601-928-7390
Date of Services:	September 05 - April 05
Brief Description:	Debris hauling,disposal and site management
Contract Value:	

Name of Client:	**Plantation , FL**
Contact Person:	Frank (Cheech) Decelles
Address:	400 NW 73rd Ave/ 750 NW 91st Ave, Plantation, FL 33324
Ph No. ____----	954-452-2535
Date of Services:	October 05 - Feb-06
Brief Description:	Debris hauling, reduction, disposal and site management
Contract Value:	

Name of Client:	**Hillsborough County, FL**
Contact Person:	Mr. Dave Snyder
Address:	601 E Kennedy Blvd, County Center 18th Fl
Ph No. ____----	813-307-1778
Fax No.	813-272-7059
Date of Services:	October 04 - Jan 05
Brief Description:	Debris hauling, reduction, disposal and site management
Contract Value:	$**7,704,189.58**

Name of Client:	**Madison County, TN**
Contact Person:	Mr. Jerry Gist, County Mayor
Address:	100 East Main Street, Suite 302
Ph No.	731-423-6020 or 731-658-6554
Fax No.	731-988-3820
Date of Services:	May-June 2003
Brief Description:	Debris hauling, reduction, disposal, demolition and site management
Contract Value:	$3,405,212.40

Name of Client:	**Walker County, AL**
Contact Person:	David Edgil, County Engineer
Address:	1803 3rd Avenue, Jasper, AL 35505
Ph No.	205-384-7230
Fax No.	205-384-7003
Date of Services:	November 21, 2002 thru January 21, 2003
Brief Description:	Debris hauling, reduction, disposal, demolition and site management
Contract Value:	$3,113,375.80

Name of Client:	**Jefferson County, Alabama**
Address:	202-A County Courthouse, Birmingham Al 35206
Contact Person:	John Reynolds, (Retired) Programs Administrator
Ph:	(cell)205-907-9473 (H) 205-491-7574
Fax:	205-491-2725 (w)205-325-5156
Dates of Service:	April 18, 1998 to June 11, 1998
Description of Services:	Debris hauling, reduction, disposal, multiple site mgmt
Contract Value:	$ 5,048,681.00

Name of Client:	**Mitchell County, GA**
Contact Person:	Bennett Adams, County Administrator
Address:	P O Box 187 Camilla, GA 31730
Ph No.	229-336-2000
Fax No.	229-336-2003
Date of Services:	May1, 2003 thru May 19, 2003
Brief Description:	Debris hauling, reduction, disposal, and site management
Contract Value:	$311,862.00

Name of Client:	**Union County, NC Department of Transportation**
Contact:	Mark Tye, Public works
Address:	400 North Church Street, Monroe, NC 28112
Phone:	704-296-4210 cell: 704-506-0454
Fax:	704-296-4232
Dates of Service:	March 13,2000 to June 29, 2002
Description of Services:	Debris hauling, reduction, disposal, multiple site mgmt
Contract Value:	$ 1,378,550.00

Name of Client:	**City of Owensboro, Kentucky**
Contact Person:	Bob Whitmer, Assistant City Manager
Address:	101 E. 4th Street, Owensboro, KY
Ph No.	270-687-8550
Fax No.	270-687-8585
Date of Services:	January 10, 2000 to March 10, 2000
Brief Description:	Debris hauling, reduction, disposal and site management
Contract Value:	$ 356,825.00

Name of Client:	**City of Vestavia Hills, Alabama**
Contact Person:	Chief Butch Saragosa
Address:	700 Montgomery Hwy, Vestavia Hills, 35208
Ph No.	205-978-0225
Fax No.	205-978-0205
Date of Services:	April 15 2000 to May 10, 2000
Brief Description:	Debris hauling, reduction, disposal and site management
Contract Value:	$ 860,131.00

Name of Client:	**Columbia County, Arkansas**
Address:	One Court House Square, Magnolia, AR 71753
Contact Person:	Larry Taylor, Director of Emergency Management
Ph:	870-235-3705
Fax:	870-235-3723
Dates of Service:	January 15, 2001 to April 15, 2001
Description of Services:	Debris hauling, reduction, debris disposal, multiple site mgmt
Contract Value:	$ 16,679,913.00

1609 Veterans Memorial Parkway, Tuscaloosa, AL 35404
Office: 205-556-0049 Fax: 205-469-2038 Toll Free: 866-556-0049 Emergency: 205-242-1501
www.stormreconstruction.com

Established PreDisaster/PreDisposition Contracts

The following contracts are enforce at this time. It is the Policy of SRS to only bid on those contracts which they feel that they can provide the best possible service. It is not the policy of SRS to jeopardize the safety of the citizens of any area by over-projecting too many contracts in one geographical area. It is our experience that contractors who do this are not considering the degree of service they can provide.

City of Cape Coral, FL **02/07/2006 thru 2/06/2008**
Public Works Department
P O Box 150027
Cape Coral, FL 33915
Contact: Mark Ridenour, Public Works
Phone: 239-242-3200 Fax: 239-574-0732

Town of Palm Beach, FL **06/30/05 thru 06/30/10**
951 Old Okeechobee Road, Suite D
West Palm Beach, FL 33401
Contact: Eric B. Brown, Public Works
Phone: 561-838-5406 Fax: 561-835-4691

City of Wilmington, NC **7/01/05 thru 6/30/08**
320 Chestnut Street
Wilmington, NC 28401
Contact: Steven Bridges, Purchasing
Phone: 910-341-7830 Fax: 910-341-7873

Nags Head, NC ***Stand by contract as of July15, 2005**
5401 South Croatan Hwy
Nags Head, NC 27959
Attn: Christopher J. Layton, Town Mgr
Ph: 252-441-1122/ 252-255-1234
Fax: 252-441-3350/ 252-255-1236

Polk County, FL **July 1, 2005 thru June 30, 2007**
2470 Clower Lane
Bartow, FL
Ph: 863-534-5610
Attn: Buddy Storey, Purchasing
Direct line: 863-534-5615Fax: 863-534-0055

1609 Veterans Memorial Parkway, Tuscaloosa, AL 35404
Office: 205-556-0049 Fax: 205-469-2038 Toll Free: 866-556-0049 Emergency: 205-242-1501
www.stormreconstruction.com

Northern Palm Beach County Improvement District **4/27/05 through 4/27/06**
Annual District Debris Disposal Contract
NPBCID No. 229 SFRN Project #N. Annual.0013
357 Hiatt Drive
Palm Beach Gardens, FL
Contact: Tim Helms,

Contact: Brian LaMotte, P.E.
Phone: 561-655-1151 Fax: 561-832-9390

Hillsborough County, Florida **Contract Expiration Date: October 10,2006**

Purchasing Department
601 East Kennedy Blvd., 18th Floor
Tampa, FL 33601
Contact: John Newton
Phone: 813-272-5790
Fax: 813-272-6290

City of Charlotte, North Carolina **2nd Contract Enacted: May 05, 2005 thru May 2006 (annual renewal - 3rd term)**
Engineering and Property Management
600 East Fourth Street
Charlotte, NC 28202-2844
Contact: Gary King, Engineer
Contract No: 512-03-004
Phone: 704-336-2291
Michael Carsno
Phone: 704-336-4259

City of Hollywood, Florida
Purchasing & Materials Mgmt Division
2600 Hollywood Blvd, Rm 303
Hollywood, FL 33022
Contract: RLI 3757-02-TF
Contact: Mr. Ralph Dierks, CPPB
Phone: 954-921-3223

Cobb County, Georgia **Expiration Date: Open End on Call**
Department of Transportation
1890 County Services Parkway
Marietta, GA 300008
Contact: Dana Leighton
Phone: 770-528-1658
MIS Contract No. 001053
Countywide Unit Price Contract

1609 Veterans Memorial Parkway, Tuscaloosa, AL 35404
Office: 205-556-0049 Fax: 205-469-2038 Toll Free: 866-556-0049 Emergency: 205-242-1501
www.stormreconstruction.com

KENTUCKY DEPARTMENT OF TRANSPORTATION
TEXAS DEPARTMENT OF TRANSPORTATION
NATURAL RESOURCES CONSERVATION COMMISSION (US)\

State of Florida

Department of State

I certify from the records of this office that STORM RECONSTRUCTION SERVICES, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on August 14, 1998.

The document number of this corporation is F98000004658.

I further certify that said corporation has paid all fees due this office through December 31, 2000, that its most recent annual report/uniform business report was filed on October 9, 2000, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Sixteenth day of October, 2000

Katherine Harris

Katherine Harris
Secretary of State

CR2EO22 (1-99)

Client#: 554 STORMREC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/30/06

PRODUCER
International Assurance Inc
P.O. Box 9635
Mobile, AL 36691
251 344-5530

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First Mercury Insurance Company	
INSURER B: American Guarantee & Liability	
INSURER C: Commerce & Industry	
INSURER D: Lincoln General Insurance Co	
INSURER E:	

INSURED
Storm Reconstruction Services, Inc.
1609 Veterans Memorial Pkwy
Tuscaloosa, AL 35404

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	FMFL001202	10/07/05	10/07/06	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $50,000 $ $1,000,000 $2,000,000 $2,000,000
D		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	LGBA10053302	04/01/06	04/01/07	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	AUC591663600	10/07/05	10/07/06	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC9686763	08/23/05	08/23/06	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CANCELLATION CLAUSE:30 DAYS APPLY EXCEPT 10 DAYS FOR NON-PAYMENT
RE:WC/EL SECTION:YES

CERTIFICATE HOLDER

FOR BID PURPOSES ONLY
FOR BID PURPOSES ONLY
FOR BID PURPOSES ONLY,

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

FINANCIAL INFORMATION

Contract Financial Strength

Storm Reconstruction Services, has performed a number of contracts that required SRS to provide funding for the entire operation of the projects. We provided fully operational and financial support for the project including weekly payment of all subcontractors and vendors. We request that you reference our Completed Contracts List to confirm dollar volumes on the aforementioned contracts, as well as contacting the contracting officers in our references.

Bonding & Insurance

BONDING: We are able to provide Performance and Payment Bonds for whatever amount that is required by for this project. SRS has unlimited bonding through our surety company. Please feel free to contact:

McCartha, Cobb & Associates
Contact Name: Wayne McCartha
Phone: 803-799-3474
FAX: 803-799-3711

INSURANCE: We own a substantial list of equipment, which is used for Disaster Recovery Projects. SRS is financially capable of providing continuing coverage for all insurance as required, including worker's compensation. Please feel free to contact:

International Assurance, Inc. in Mobile, Alabama.
Contact: Marsha Griffin or Chris Steber
Phone: 251-344-5530
Fax: 251-343-0653

Banking References

We have an excellent banking relationship with one of the strongest financial institutions in the Southeast. SRS has a $6 million dollar revolving Line of Credit. An additional line of credit is available at anytime for an equal or greater amount. Please feel free to contact:

Regions Bank (Mobile, AL)
Contact Name: Ms. Cassandra Love
Phone: 251-690-1017
Fax: 251-690-1296

Credit References

We maintain national credit accounts with major equipment rental companies throughout the U.S., including Hertz Corporation, Nations Rent, United Rentals and RSC (Prime). The relationship we have with the companies insures immediate availability of additional equipment in your area, as needed.

Additional Financial Information

We are listed with Dun & Bradstreet (Reference D&B No. 95-7901444). We maintain an excellent pay record. We hold active status with The Secretary of State in 19 States throughout the U.S. Our Alabama Contractors License Number is 26286. Our Officers are active in various organizations including the American Public Works Association, the Alabama Public Works Association, Homebuilders and are active participants and sponsors for National and State seminars and conferences on Disaster Management, Debris Management, Hurricanes, including FEMA conferences and State and Local Departments of Transportation.

Corporate Contact Information

Storm Reconstruction Services, Inc. was incorporated in the State of Alabama in 1993. President of SRS is Mr. Ron Crump. Contact numbers are toll free 24 hours a day: 866-556-0049. SRS Tuscaloosa Office: 205-556-0049 Fax: 205-469-2038 Wireless: 205-242-1515 website is: www.stormreconstruction.com.

EXHIBIT D
COUNTY OF VOLUSIA

Cubic Yard Load Ticket **No. VC-0506001**

FIELD DATA

Contractor Name:

Truck Driver Name:

P/U Date: / / P/U Time:

RBS #	STREET NAME	ZONE #

Truck #: Truck Capacity (CY):

Materials:
- ☐ Vegetative
- ☐ Storm Damage Debris
- ☐ Other (State type) _____

Field Inspector: _____ Field Inspector ID: _____
Signature

TOWER DATA

Disposal Date: / / Disposal Time:

Truck Load Size (CY):

Disposal Site:

County Representative: _____ County Rep ID: _____
Signature

Government Inspector (if applicable): _____
Signature

White – County Green – Contractor Pink – Driver Gold - Other

Florida Department of Transportation

District 5

LOCAL AGENCY CONTRACTING REQUIREMENTS for the FHWA Emergency Relief Program

✓ Federal-aid Requirements Must Be In Local Agency Contracts for Emergency Repairs and Permanent Repairs - Attached

(FHWA-1273, Davis-Bacon Wage Rates, Buy America, etc.)

✓ Repair projects under the ER program must comply with the requirements of the National Environmental Policy Act (NEPA)

✓ Negotiated contracts are allowed, but their use should be minimized

✓ Document how contracts are negotiated, solicited, or openly bid

Requirements cannot be waived

Exhibit E

Contract Requirements

As already noted, permanent repair and reconstruction work not accomplished as emergency repairs must be done by a competitive bid contract method unless the State DOT demonstrates some other method is cost effective as described in 23 CFR Part 635.204. When permanent repair work not accomplished as emergency repairs is performed under a contract awarded by a local public agency, all Federal contract provision requirements outlined or referred to in 23 CFR Part 633A shall be met.

a. Davis-Bacon Act

Davis-Bacon wage rates on Federal-aid construction contracts apply for all ER contracts. This provision cannot be waived by the FHWA. Davis-Bacon Act requirements may be waived only by executive order of the President, ref. 40 U.S.C. 276a-5, which states, *"In the event of national emergency the president is authorized to suspend the provisions of 276a to 276a-5 of this title."*

b. Buy America

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

c. Disadvantaged Business Enterprises (DBE)

The normal DBE requirements are applicable to the Emergency Relief funded projects.

d. Americans With Disability Act (ADA)

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

e. Convict Labor

The convict labor prohibition in 23 U.S.C. 114 applies to ER projects. Convict labor cannot be used in ER construction projects.

Exhibit E

Environmental Considerations:

Repair projects under the ER program must comply with the requirements of the National Environmental Policy Act (NEPA) of 1969. Emergency repairs to restore essential travel, minimize the extent of damage, or protect remaining facilities are normally classified as categorical exclusions under 23 CFR 771.117(c)(9), as are ER projects to restore permanently the existing facility in-kind at the existing location, ref. 23 CFR Part 771.117(d). However, if impacts to protected or otherwise sensitive or high-value resources are possible, advance coordination with the appropriate local, State, and Federal resource agencies should be closely considered to avoid or minimize project delays or shutdowns.

On occasion, an ER project that includes a betterment, whether or not eligible for ER funding, may require further NEPA review. Although on the surface a project may appear to qualify for a categorical exclusion, certain betterments may need either an environmental assessment (EA) to determine whether or not the project will cause significant environmental impacts, or an environmental impact statement (EIS) if significant impacts are predicted. This is illustrated by the following example:

Project Betterment Requiring Environmental Evaluation

When repairing a section of roadway inundated and seriously damaged by floodwaters, it was determined that a grade raise could be economically justified for ER funding. Raising the grade of the roadway will require small amounts of additional right-of-way from adjacent wetland areas. In addition, in future flood events, the higher roadway grade could impound additional water and flood other upstream areas. As a result of the project's potential impact on wetlands and future flooding patterns, further evaluation was necessary to determine the appropriate level of NEPA documentation.

The NEPA project development process provides the final Federal-aid highway project decision, occasionally including a facility on new location. As noted above, ER projects to construct replacement facilities may require environmental assessments or environmental impact statements, depending on the potential level of impacts to resources, the value of the resources, and what, if any, legal protections apply to the resources. However, even replacement facilities constructed at the existing location of the damaged facility may require extra environmental evaluation beyond that needed for a routine categorical exclusion. These situations are illustrated by the following examples:

Replacement at New Location

A roadway was permanently submerged by water backing up behind a naturally created dam, and it has been determined replacement of the inundated highway facility at its existing location is neither practical nor feasible, and various alternate locations may be available to relocate this section of highway. The NEPA process documents consideration of appropriate project alternatives and their potential impacts and determines that the preferred alternative is replacement of the old facility on a specific new location or site. Although a categorical exclusion can be used if circumstances merit, early environmental coordination may determine that an EA or an EIS is necessary to do this.

Replacement at Existing Location

An existing bridge over a river has been damaged beyond repair but can be replaced with a bridge of comparable width and length at the same location. However, this section of river contains critical habitat for a Federally listed endangered species, which would be seriously impacted during the scheduled construction period. As a result of this potential impact, the project decision could not be categorically excluded, and additional NEPA evaluation and documentation was necessary.

Required Contract Provisions Federal-Aid Construction Contracts

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Payment of Predetermined Minimum Wage
V. Statements and Payrolls
VI. Record of Materials, Supplies, and Labor
VII. Subletting or Assigning the Contract
VIII. Safety: Accident Prevention
IX. False Statements Concerning Highway Projects
X. Implementation of Clean Air Act and Federal Water Pollution Control Act
XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
   a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
   b. The contractor will accept as his operating policy the following statement:

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

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's

EEO obligations within thirty days following their reporting for duty with the contractor.

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract,

will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**
   a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
   b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
   c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
   d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
   a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
   b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
   d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority

employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
   a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
   b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
   c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
   a. The records kept by the contractor shall document the following:
      1. The number of minority and non-minority group members and women employed in each work classification on the project;
      2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
      3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
      4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
   b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. **NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where

segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. **PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

0. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually

worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

1. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
2. the additional classification is utilized in the area by the construction industry;
3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. with respect to helpers, when such a classification prevails in the area in which the work is performed.

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

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

2. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the

benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

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

3. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

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

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

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

4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

4. **Apprentices and Trainees (Programs of the U.S. DOT):**

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

5. **Withholding:**

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

6. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

7. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard

work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

8. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

0. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

1. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence

of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

   1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
   2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
   3. that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

0. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. urnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relativFurnishaterials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

1. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. **SUBLETTING OR ASSIGNING THE CONTRACT**

0. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

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

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

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

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

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

VIII. **SAFETY: ACCIDENT PREVENTION**

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

1. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

2. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. **FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

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

0. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

1. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

2. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

3. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

0. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

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

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant

knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

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

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

* * * * *

1. **Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

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

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

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

c. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

h. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

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

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

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

. To the extent that qualified persons regularly residing in the area are not available.

a. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

b. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

4. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

5. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

6. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

7. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit E

23 CFR Part 635.410 Buy America Requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of §635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY OF VOLUSIA	**STORM RECONSTRUCTION SERVICES, INC.**
By: Frank T. Bruno, Jr. Frank T. Bruno, Jr. County Chair	By: Ron Crump Ron Crump President
Date: 8/14/06	Date: 7/25/06
ATTEST: Mary A. Cameron for James T. Dinneen County Manager	ATTEST: Carol A. Patton Name: CAROL A. PATTON Title: ASST SEC.
Date: 8/15/06	Date: 7/25/06

Exhibits Incorporated therein:

Exhibit A: RFP, Addenda 1 - 4

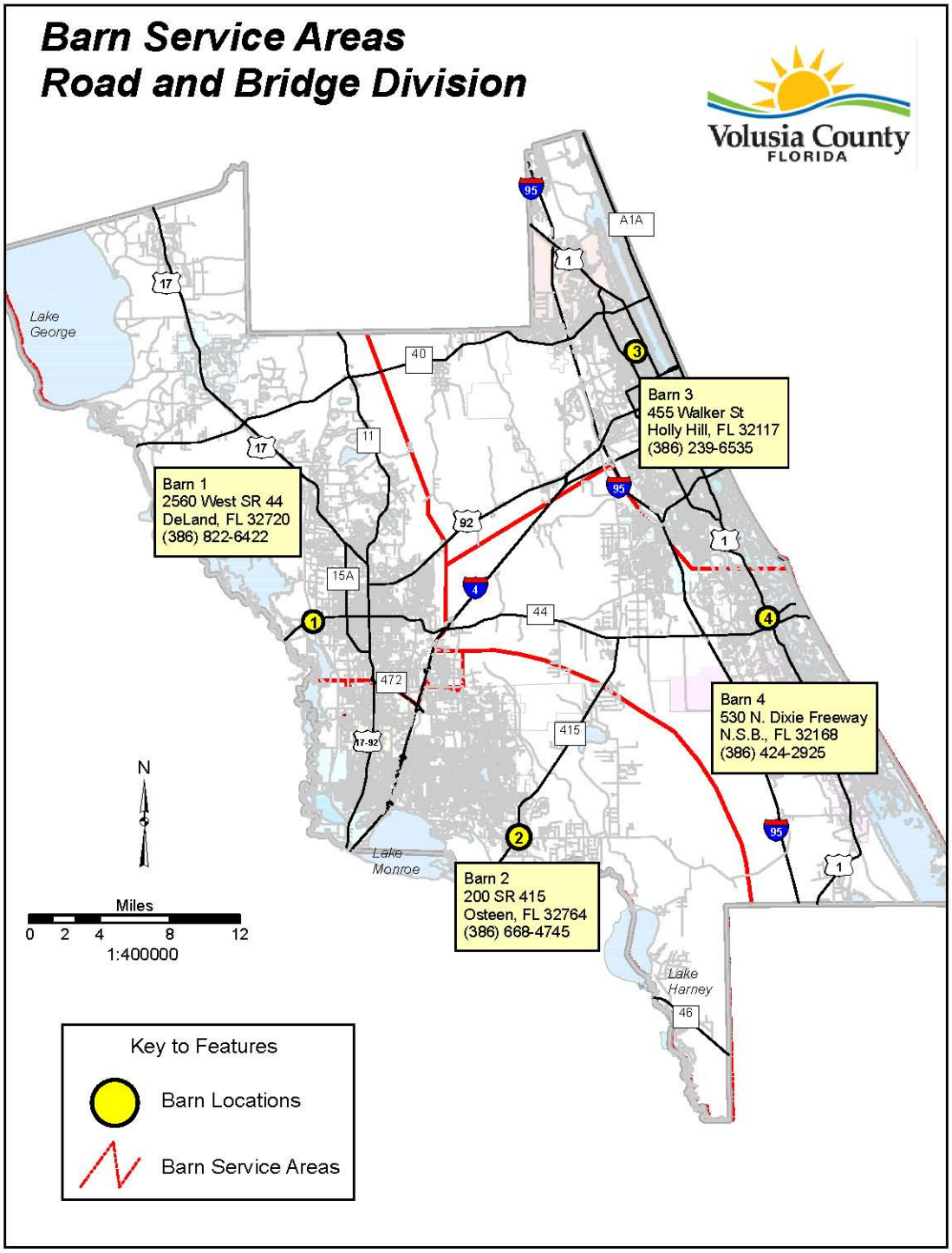
Exhibit B: Fee Schedule

Exhibit C Contractor's Response

Exhibit D Final Load Ticket

Exhibit E FDOT District 5 Local Agency Contracting Requirements for FHWA Emergency Relief Program

Appendix O
ZONE MAP



G:\Ongoing\RoadBridge\Barns\Barns.mxd
Printed: 10/26/07 By:scollins

Volusia County
FLORIDA

1609 Veterans Memorial Parkway, Tuscaloosa, AL 35404
Office: 205-556-0049 Fax: 205-469-2038 Toll Free: 866-556-0049 Emergency: 205-242-1501
www.stormreconstruction.com

City of Virginia Beach, VA **Expiration Date: May 5, 2006**
Department of Public Works
Operations Management Division
3558 Dam Neck Road
Virginia Beach, VA 23456-2617
Contract No. PWCN-3-0024
Contact: Mr. Dan Kiley
Phone: 757-563-1740
Fax: 757-385-0676

Beaufort County, South Carolina **2nd contract established July 1, 2005 thru 2008**
Including all Municipalities
Multi Government Center
100 Ribaut Road, Room 244
Beaufort, SC 29901-1228
Phone: 843-846-3918
Contact: Mr. Jim Minor, Solid Waste Division

City of Homewood, Alabama
1903 20th Avenue South
Homewood, AL 35209
Contact: Mayor Barry McCulley
Phone: 205-877-8628

PRE QUALIFICATIONS

ALABAMA GENERAL CONTRACTORS LICENSE 26286
ALABAMA DEPARTMENT OF TRANSPORTATION
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ST. JOHNS WATER MANAGEMENT DISTRICT
Florida Emergency Supplier Network
FLORIDA DEPARTMENT OF TRANSPORTATION
GEORGIA DEPARTMENT OF TRANSPORTATION
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
VIRGINIA DEPARTMENT OF TRANSPORTATION
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
MISSISSIPPI GENERAL CONTRACTOR'S LICENSE 13679
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ARKANSAS DEPARTMENT OF TRANSPORTATION

Appendix P
DEBRIS MANAGEMENT CHECKLISTS

Normal Operations Checklist

- ☐ Update contact lists.
- ☐ Evaluate TDSRS.
- ☐ Review and update road list and road maps.
- ☐ Establish and maintain pre-positioned contracts.
- ☐ Establish and maintain inter-local or mutual aid agreements; and
- ☐ Review FEMA guidance.

Completed By: _____

Date Completed: _____

Pre-Event Checklist

- ☐ Download most recent road list and relevant documents to a CD.
- ☐ Alert key personnel and place monitoring firm and debris removal contractors on stand-by.
- ☐ Review plan with key personnel.
- ☐ Stage emergency road clearing equipment in strategic locations.
- ☐ Issue pre-event media press releases.

Completed By: _____

Date Completed: _____

Response Checklist

- ☐ Begin emergency roadway debris clearance.
- ☐ Conduct damage assessment.
- ☐ Activate monitoring firm and debris removal contractors.
- ☐ Begin truck certification.
- ☐ Prepare TDSRS based on concentration of debris.
- ☐ Conduct meetings/briefings with key personnel.
- ☐ Review debris volume and collection cost assessment.
- ☐ Request contact information and meeting with FEMA PAO.
- ☐ Issue media press release.

Completed By: _____

Date Completed: _____

Recovery Checklist: 2 Days – 2 Weeks

- ☐ Open TDSRS.
- ☐ Evaluate debris removal zones, prioritize roads/areas.
- ☐ Issue press release regarding curbside collection guidelines.
- ☐ Begin ROW/curbside debris removal.
- ☐ Open citizen drop-off stations.
- ☐ Perform parks damage assessment.
- ☐ Begin environmental monitoring program of TDSRS.
- ☐ Coordinate with external agencies.
- ☐ Conduct coordination meetings and initiate discussions with FEMA and FHWA.
- ☐ Obtain FEMA guidance for gated community and private property debris removal.

Completed By: _____

Date Completed: _____

Recovery Checklist: 2 Weeks – 1 Month

- ☐ Maintain and evaluate ROW clean-up.
- ☐ Begin ROW stump removal as necessary.
- ☐ Open additional TDSRS as necessary.
- ☐ Continue coordination meetings, including FEMA and FHWA.
- ☐ Begin beach scrape and screen process if necessary and approved by FEMA.
- ☐ Begin debris removal from private property and gated communities.
- ☐ Communicate project close-out to residents via press release.

Completed By: _____

Date Completed: _____

Recovery Checklist: 1 Month – 3 Months

- ☐ Maintain and evaluate ROW clean-up.
- ☐ Begin ROW leaners/hangers program.
- ☐ Begin ROE sand recovery process if necessary and approved by FEMA.
- ☐ Initiate haulout.
- ☐ Continue coordination meetings.

Completed By: _____

Date Completed: _____

Recovery Checklist: 3 Months – Project Completion

- ☐ Complete all debris recovery activities.
- ☐ Ineligible debris on ROW.
- ☐ Complete the disposal of reduced debris.
- ☐ Close-out and remediate TDSRS locations.
- ☐ Conduct project close-out meetings with FEMA and external agencies.

Completed By: _____

Date Completed: _____