

**CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES
FOR
THE CITY OF POMPANO BEACH
(No. 12327)**

This Contract is made and entered into _____ by and between The City of Pompano Beach, a political subdivision of the State of Florida, hereinafter called the “CITY”, and DRC Emergency Services, LLC is an Alabama limited liability company authorized to do business in Florida, hereinafter called the “CONTRACTOR.”

Whereas, the CITY is subject to potential natural and/or manmade disasters, such as hurricanes; and

Whereas, such storms can generate millions of cubic yards of debris in large scale disasters; and

Whereas, the CITY has determined debris removal, storage, reduction, disposal and recycling is in the best interests of the City of Pompano Beach; and

Whereas, the CITY in the interests of safety, health and welfare, desires to remove, consolidate and properly dispose of such debris; and

Whereas, The CITY desires to engage the services of a qualified and licensed contractor to manage Debris Removal, Debris Disposal and Debris Recycling Services and Debris Storage and Reduction Services following natural or manmade disasters; and

Whereas, the goal of this Contract is to eliminate threats to public health, safety and welfare, to the economic recovery of the affected area for the benefit of the community-at-large, to eliminate immediate threats of significant damage to improved public or private property and to facilitate the restoration of normal public services; and

Whereas, the CONTRACTOR is an experienced, qualified and licensed general contractor with expertise in performing Debris Removal, Debris Disposal and Debris Recycling Services and Debris Storage and Debris Reduction Services following natural or manmade disasters; and

Whereas, the CONTRACTOR is an experienced, qualified and licensed hazardous waste contractor with expertise in the management, handling, transporting and disposal of Hazardous and/or Toxic Waste; and

Whereas, the CONTRACTOR shall provide complete recovery management support, including but not limited to debris management and disaster recovery technical assistance, to CITY personnel in all seven categories of work as defined by the Federal Emergency Management Agency (FEMA) in the Public Assistance Guide FEMA 321; and

Whereas, the CONTRACTOR is experienced in working with federal, state and local emergency agencies and has documented knowledge of federal and state disaster programs, funding sources and the FEMA reimbursement process; and

Whereas, the CITY desires reimbursement of costs, as available; and

Whereas, the CONTRACTOR is experienced in providing adequate and timely data necessary for governmental audits and reimbursement payments relative to disaster recovery efforts; and

Whereas the CITY desires to utilize the solicitation E-17-23 and Contractor's Proposal, hereby referenced as well as all documents specifically referred to in Section XXI and made a part hereof as Attachment J, in order to secure the disaster debris recovery services of the CONTRACTOR.

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. DEFINITIONS

- A. ASH - the residue produced by incineration of the burnable, Eligible Debris.
- B. BULKY HOUSEHOLD WASTE/GARBAGE - Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.
- C. CONSTRUCTION AND DEMOLITION DEBRIS - Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.
- D. CONTRACT ADMINISTRATOR—the City Manager, or other person, designated in writing by the CITY as the primary contact person for the CONTRACTOR.
- E. ELIGIBLE DEBRIS - Debris that is produced or generated by declared, natural or manmade disasters, is placed at street side by residents and/or commercial establishments or cleared from rights-of-way located within the City of Pompano Beach and falls under six (6) possible classifications: 1) woody vegetative and yard debris, 2) C & D, 3) white goods, 4) recyclables, 5) hazardous and/or toxic waste, and 6) any other disaster-generated debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris.
- F. FINAL DISPOSITION SITES—a City-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris or a City-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.
- G. GRANT COORDINATOR—the City Manager, or other representative, who is designated (in writing) by the CITY to be the primary contact person for the administration of the FEMA public assistant grants and shall act as liaison between FEMA and the CITY.
- H. HAZARDOUS AND/OR TOXIC WASTE - Includes but is not limited to debris, such as petroleum products, paint products, gas containers, electrical transformers and known or suspected hazardous materials, such as asbestos, lead-based paint, or other chemicals or toxic matter.
- I. HOT SPOTS—areas within the city of Pompano Beach where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats. (as defined in Section V.D.9.)
- J. INELIGIBLE DEBRIS - Debris not generated by the declared, natural or manmade disaster and thus, outside the scope of this Contract.
- K. LOAD TICKET—a serialized, four-part or electronic form used to record and document volumes of Eligible Debris collected by the CONTRACTOR.

- L. NATIONAL RESPONSE CENTER—the sole national point of contact for reporting oil, chemical, radiological and biological discharges.
- M. NOTICE TO PROCEED—written approval issued to the CONTRACTOR by the CITY to begin mobilization for disaster recovery work. The City manager (or other designee(s) identified by the City Manager in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of the CITY unless modified by a written list of persons authorized by the City Manager to issue such notice. Written notice to proceed may be delivered to CONTRACTOR via fax machine, overnight carrier or delivered in person to the CONTRACTOR representative. CONTRACTOR will provide a contact list (including name, address, position, telephone, cell phone, fax and e-mail address) of persons authorized to receive the NTP within seven (7) days of execution of the contract. Said list will become an attachment to this contract.
- N. PASSES—the number of times the CONTRACTOR passes through the assigned Work Zone to collect all Eligible Debris.
- O. RECYCLABLES - Includes but is not limited to materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil and tires. These materials shall be transported to a recycling facility, a broker or an end user.
- P. RECYCLING FACILITY—a facility that recovers or reuses any Eligible Debris, such as metals, soils or construction materials that may have a residual monetary value for raw material in producing new products.
- Q. RIGHT(S) OF WAY—public and/or private streets where residents have placed Eligible Debris at curbside in residential areas as is done with routine solid waste collection.
- R. TASK ORDER—written authorization issued to the CONTRACTOR by the CITY to define a specific scope of work and the time period authorized for the completion of stated services.
- S. DEBRIS MANAGEMENT SITE(S)—a CITY-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.
- T. DEBRIS MANAGEMENT SITE TOWER INSPECTOR—the CITY’S authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Debris Management Site(s).
- U. DEBRIS MANAGEMENT SITE SUPERVISOR—the CITY’S authorized representative designated to monitor the Debris Management Site operations performed by the CONTRACTOR.
- V. 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.
- W. WHITE GOODS- Includes but is not limited to household appliances, such as ranges, washers, water heaters and other domestic or commercial-size appliances.
- X. WOODY VEGETATIVE AND YARD DEBRIS - Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes and shrubs.

- Y. WORK ZONE—the designated area within the City of Pompano Beach that the Contract Administrator, or authorized representative, has assigned to the CONTRACTOR to perform Eligible Debris removal and hauling services.
- Z. WORK ZONE MONITOR—the CITY’S authorized representative designated to inspect and validate each load of Eligible Debris that is removed from the assigned Work Zones.
- AA. WORK ZONE SUPERVISOR—the CITY’S authorized representative designated to maintain the overall organization/coordination of the Eligible Debris collection in the assigned Work Zone.

II. ACRONYMS

- A. C & D – Construction and Demolition
- B. CA – Contract Administrator
- C. FEMA – Federal Emergency Management Agency
- D. NTP – Notice To Proceed
- E. ROW – Right(s) of Way
- F. DMS – Debris Management Site(s)

III. GENERAL

- A. The purpose of this Contract is to provide Removal, Hauling, Disposal And Recycling of all Eligible Debris, to provide DMS Operations and Management of Eligible Debris generated as a result of natural or manmade disasters within the City of Pompano Beach, to provide Technical Assistance to CITY personnel and Additional Services, if needed, in accordance with the terms and conditions set forth herein.
- B. The Contract shall be for a period of sixty (60) months, commencing upon execution by both parties and terminating sixty (60) months from that date. The contract may be extended for up to six (6) months upon written request of the City. All terms, scope of services, prices and conditions as stated under the original Contract shall remain firm for the period of the contract and any extension period, unless amended in writing by the parties.
- C. All executed amendments to this agreement become part of this Contract for the remaining term(s).
- D. In the event service is scheduled to end because of the expiration of this contract, the CONTRACTOR shall continue to provide service upon the request of the CITY. The extension period shall not extend for more than six (6) months beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for services at the rate in effect when this extension clause is invoked by the CITY.
- E. Until a written notice to proceed (NTP) is issued by the CITY to the CONTRACTOR, no level of disaster recovery work is approved, guaranteed or implied under this Contract.
- F. Upon receipt of the written NTP, the CONTRACTOR shall commence mobilization of personnel and equipment.
- G. In addition to the NTP, the CITY shall issue a Task Order that shall set forth the specific scope of work and the time period authorized for completion of services to be performed by the CONTRACTOR.

- H. In the event that the CITY does not issue a NTP to the CONTRACTOR during the term of this Contract, it is understood by all parties that no guaranteed minimum amount of work is implied to the CONTRACTOR under this Contract.

IV. STATEMENT OF WORK

A. Disaster Debris Removal, Hauling, Disposal and Recycling

- 1. The CONTRACTOR'S primary responsibilities are:

- a. Removal of Eligible Debris:

This shall mean the timely collection of eligible debris generated by natural or manmade disasters from public and/or private right(s) of way (ROW) as defined in Section I. R.

- b. Segregation of Eligible Debris:

This shall mean the separation of eligible debris by the CONTRACTOR at street/road level into six (6) categories: 1) woody vegetative and yard debris, 2) construction and demolition (C & D) debris, 3) white goods, 4) recyclables 5) hazardous and/or toxic waste (hazardous and toxic waste) and 6) any other disaster debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris.

- c. Hauling Eligible Debris from designated Work Zone as defined in Section I.Z.:

This shall mean the collection and transportation of Eligible Debris from the authorized and approved work areas to the Debris Management Site(s) (DMS) as defined in Section I.T., and/or the Final Disposition Site(s) as defined in Section I.F.

- d. Final disposal and recycling of Eligible Debris:

This shall mean the transportation of non-recyclable Eligible Debris from the DMS to a landfill lawfully permitted to accept all non-recyclable debris, including ash from the DMS and approved by CITY. In addition, this shall also mean the transportation of all Eligible Debris considered recyclable to a recycling facility as defined in Section I.Q., broker or end-user approved by the CITY.

- e. Management and Operations in the Work Zones:

This shall mean the supervision and direction of CONTRACTOR haulers in the assigned Work Zones; maintaining equipment staging area(s); and the responsibility for traffic control in the Work Zones.

- f. Preparation of reports as the CITY may require:

This shall mean Load Tickets, daily volume/tonnage reports of Eligible Debris removed, equipment/vehicle lists, daily timesheet tickets, finished production reports, crew location reports, final disposal scale tickets, recycling volume/tonnage reports, FEMA forms and any other reports needed by the CITY to track expenses for debris removal operations.

2. The CONTRACTOR'S secondary responsibilities are:

- a. Emergency street clearance of Eligible Debris from public and/or private rights of way (ROW) under the direction of the CITY:

This shall mean the cutting, tossing and/or pushing of debris from the primary transportation routes as identified and directed by the CITY. These services shall be performed for approximately the first 70 hours of the disaster, or with written authorization by the CITY.

- b. Collection and removal of Eligible Debris from CITY-owned property, canals, waterways or other areas as directed by the CITY:

This shall mean assisting the CITY and/or other Contractor(s) with the collection and hauling of Eligible Debris that has been removed from CITY property, facilities and waterways to the DMS and/or Final Disposition Site(s).

B. Debris Management Site(s) Management and Operations

1. The CONTRACTOR'S primary responsibilities are:

- a. Management and Operation of the DMS:

This shall mean assisting CITY in the selection of DMS; establishing the DMS layout; the baseline soil and groundwater testing, intermittent testing, if needed, and soil and groundwater testing at the closure of the DMS; preparation, maintenance, supervision and safety of the DMS to accept and process all Eligible Debris in accordance with all local, state and federal rules, standards and regulations; erecting and maintaining roofed inspection tower(s); maintaining the DMS ingress, egress and interior roads for the entire period of DMS operations; the closure and restoration of the DMS to pre-work conditions;

- b. Segregation of all Eligible Debris prior to reduction:

This shall mean the sorting and separation of Eligible Debris into distinct categories, including but not limited to woody vegetative and yard debris, C & D, white goods, bulky household garbage/waste, recyclables, tires, dead animals and hazardous and/or toxic waste;

- c. Processing and reduction of Eligible Debris:

This shall mean the reduction of Eligible Debris by such means as chipping, grinding and incineration provided a burn permit has been obtained and approved by the CITY.

- d. Loading of Eligible Debris:

This shall mean placing stored and/or reduced, Eligible Debris and recyclable materials into CONTRACTOR'S vehicles and initiating a Load Ticket for final disposition.

- e. Disposal of ash, as defined in Section IV.F.2., produced by DMS operations:

This shall mean the loading of the residue from Eligible Debris that has been incinerated at the DMS for transportation by the CONTRACTOR'S vehicles to a City-approved landfill lawfully permitted to accept the residue material.

- f. Provide reports, as may be required, to the CITY and/or other agencies:

This shall mean Load Tickets, daily tonnage/volume reports of Eligible Debris accepted at DMS, equipment/vehicle lists, daily timesheet tickets, finished production reports, FEMA reports and any other reports needed by the CITY to track expenses for debris storage and reduction services.

3. The CONTRACTOR'S secondary responsibility is:

- a. Acceptance, processing, reduction and loading of Eligible Debris received from various contractor or municipality haulers:

This shall mean providing all DMS services to any other County, Municipality or authorized agent approved by the CITY to use these services and/or facilities.

- b. Acceptance and disposal of ash residue from haulers other than City -contracted haulers is **not** permitted:

This shall mean that ash produced from sources other than the City-approved DMS will not be accepted at the DMS for final disposal.

C. Technical Assistance

The CONTRACTOR'S primary responsibility is:

- a. Assistance and guidance, as defined in Section VII., to CITY personnel in the completion of any and all forms necessary to apply for the reimbursement of expenses from state and federal agencies, including but not limited to FEMA.

This shall mean assisting the CITY in the timely preparation, completion and submittal of Preliminary Damage Assessment documentation, Project Worksheet(s), Scope of Work and Cost Estimates, preparation of claim documentation for reimbursement requests, documentation support and consultation and negotiation services.

- b. Training for CITY personnel on disaster recovery processes and procedures. This shall mean providing orientation and training sessions, as defined in Section VII.A.2., including but not limited to key city personnel and Business Unit representatives.

D. Additional Services

- 1. The CONTRACTOR shall perform the additional services, including but not limited to the services listed below, as defined in Section VII.B.5., upon issuance of a Task Order by the CITY, and the Scope of Work shall be executed by the CONTRACTOR according to the approved terms:

- a. Private Property Demolition and Debris Removal
 - b. Marine Debris Removal
 - c. Hazardous and/or Toxic Waste Disposal
 - d. Dead Animal Carcasses
 - e. Fallen Trees
 - f. Hazardous Stumps
 - g. Fill Dirt
 - h. Sand Screening
 - i. Freon Removal
2. The CONTRACTOR shall offer the following additional services to the CITY at no additional cost, as defined in Section VII.B.6.:
- a. Training and Assistance
 - b. Preliminary Ground level Damage Assessment
 - c. Preliminary Aerial level Damage Assessment
 - d. Mobilization and Demobilization
 - e. Mobile Command Unit
 - f. Temporary Storage of Documents
 - g. Debris Planning Efforts
 - h. Closure and Remediation of DMS
 - i. Reporting and Documentation

E. CONTRACTOR’S Guaranteed Response Time

1. A knowledgeable and responsible representative for the CONTRACTOR shall be physically on site and ready to report to the Contract Administrator (CA), as defined in Section I.D., or authorized designee within twenty-four (24) hours after receiving a written NTP from the CITY.
2. The CONTRACTOR shall have available for CITY use (In Compliance with Section VII.B.6.c) a helicopter with pilot within two (2) hours of notification that a disaster may have occurred in the CITY. CONTRACTOR shall be responsible for meeting this time table whether or not a NTP has been issued.
3. The CONTRACTOR’S representative shall have the authority to implement all those actions required to begin the execution of the NTP, including but not limited to the following:
 - a. The CONTRACTOR, within three (3) days of receipt of the NTP, shall provide in writing to the CITY multiple, estimated Minimum Level of Service Commitments and/or Plan(s) of Action that shall be included as Attachment A, attached hereto and incorporated herein.
 - b. The estimated commitments and action plans shall include but are not limited to the following:
 - Mobilization schedules
 - Eligible Debris estimates
 - Number of calendar days allowable for completion of services
 - Resource, equipment and personnel designations and requirements
 - Operational plans for debris removal in the designated Work Zones
 - DMS Layout(s) and Operational plans

- Method used to record Eligible Debris tonnages/cubic yards
- Minimum processing/reduction rates at the DMS

- c. The multiple commitments shall be commensurate with the required minimum level of service for the varying degrees of severity of the disaster event.
 - d. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the CITY, and the decision shall be based on the actual severity and impact of the disaster event.
4. Once level of service commitments and action plans are approved, the CITY shall issue to the CONTRACTOR a written Task Order to designate specific scope(s) of work, work locations and maximum allowable time period for completion of designated work.

F. Debris Classifications

1. Eligible Debris: There are six (6) possible classifications and these debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris, may be recyclable also:
 - a. Woody Vegetative and Yard Debris
 - b. Construction and Demolition Debris (C & D)
 - c. White Goods
 - d. Bulky Household Waste/Garbage:
 - e. Recyclables
 - f. Hazardous and/or Toxic Waste
2. Ash
3. Ineligible Debris

G. Conduct of Operations

1. The CONTRACTOR shall provide all labor, personnel, tools, equipment, transportation, supervision and all other services and/or facilities (including temporary power generation, communication equipment and base camps/housing for CONTRACTOR'S staff) necessary to accomplish the Statement of Work and Scope(s) of Service as described herein.
2. The CONTRATOR shall provide Disaster Debris Recovery Services in a good, workmanlike manner demonstrating the level of expertise of the profession.
3. The CONTRACTOR shall comply with all federal, state and local safety and health requirements.
4. The CONTRACTOR shall guarantee that the CONTRACTOR and/or subcontractors contracted to perform Disaster Recovery Services are not currently on (or pending investigation) the FEMA List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

5. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and CITY governments or agencies, or of any public utilities.
6. The CONTRACTOR'S employees or subcontractors shall not exhibit any pattern of repeated discourteous behavior or behavior that is or could be interpreted as sexual harassment, or harassment of any kind to the public, city staff or other contractors.
7. The CONTRACTOR shall conduct operations in such a manner as to minimize damage to existing City and private property and improvements and to the public and private infrastructure.
8. The CONTRACTOR shall be responsible for property damage and personal injury to the extent caused by its negligent acts or omissions or willful misconduct, during the course of performance under this Contract. Such damage or injury must be properly substantiated, documented and reported to the CA or an authorized designee.
9. The CONTRACTOR shall not make any attempt to charge any resident, business or institution for work performed under this Contract nor shall the CONTRACTOR or anyone employed or subcontracted by the CONTRACTOR accept any additional monies from any resident, business or institution for work performed under this Contract.
10. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Work Zone during the period of this Contract.
11. Under no circumstances shall the CONTRACTOR mix Eligible Debris hauled for the CITY under this Contract with Eligible Debris hauled for other Counties or Municipalities.

H. Work Hours

1. The CONTRACTOR shall conduct those debris removal and reduction operations generating noise levels above that normally associated with routine traffic flow from dawn until dusk, unless otherwise directed by the CA.
2. Work may be performed seven (7) days per week, including holidays and as approved by CITY.
3. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the CITY and the CONTRACTOR.

V. DISASTER DEBRIS REMOVAL, HAULING, DISPOSAL AND RECYCLING

A. Scope of Service

1. The CONTRACTOR shall assist the CA, or authorized designee, in determining Work Zones within the City of Pompano Beach in order to facilitate crew tasking and to provide coordination with the CITY Work Zone Supervisor, as defined in Section I.BB., property owners and the public relative to the timing of passes.

2. The CONTRACTOR shall provide debris removal services from the Work Zone(s) designated on Attachment B, to be created within seven calendar days of execution of the contract, attached hereto and incorporated herein, which shows the Work Zone List, including Descriptions and Maps.
3. The CONTRACTOR, with approval from the CA, shall establish and schedule collection routes and shall be responsible for coordinating deliveries with the designated DMS staff, disposal facilities staff and recycling facilities staff.
4. The CONTRACTOR shall collect the Eligible Debris from public and/or private ROW within the City of Pompano Beach and transport it to the DMS approved by the CA.
5. The collection, hauling or disposal of Ineligible Debris, as defined in Section IV.F.3. is not within the scope of this Contract.
6. If, however, the Ineligible Debris poses a threat to the health, welfare or safety of the community-at-large, the CITY may direct the CONTRACTOR, in writing, to handle, haul or dispose of Ineligible Debris. The CITY shall authorize such services and pay the CONTRACTOR for these services performed.
7. The CONTRACTOR is responsible for hauling the Eligible Debris from the DMS to a previously approved landfill that is permitted to accept non-recyclable debris. Recyclable materials shall be hauled to an approved recycling facility, broker or end user for further processing and/or marketing.
8. The CONTRACTOR shall make at least two (2) passes, as defined by Section V.F., through the designated Work Zones, or more, as required by the CA.
9. The CONTRACTOR shall not move from one designated Work Zone to another Work Zone without prior approval from the CA.
10. Separation or segregation of Eligible Debris at street level shall be performed by the CONTRACTOR as directed by the CA. Debris at the DMS shall be grouped into six (6) categories, as noted in Section IV.A.b. All materials in these categories shall be collected, including hazardous and toxic waste.
11. The CONTRACTOR shall keep Eligible Debris sorted at street level and shall haul segregated debris so debris categories are not combined or mixed together while being transported.
12. All work performed by the CONTRACTOR shall be done in conformity with all applicable federal, state and local requirements, regulations, and ordinances governing personnel, equipment and work place safety.
13. The CONTRACTOR shall operate in accordance with all Florida Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris over roadways.
14. The CONTRACTOR shall be responsible for the control of pedestrian and vehicular traffic in the Work Zone. The CONTRACTOR'S traffic control personnel and equipment shall be in addition to the personnel and equipment necessary to perform all other work described in this Scope of Service.

15. The CONTRACTOR shall operate all trucks, trailers and all other equipment in compliance with all applicable federal, state and local rules and regulations.
16. All trucks/equipment shall be permanently numbered and shall be inspected by the CA, or an authorized designee, prior to their use by the CONTRACTOR. All equipment shall be in good working condition. The CITY reserves the right to deny the use of equipment not deemed to be in good working order.
17. The CONTRACTOR shall provide a serialized, four-part or electronic Load Ticket, as defined in Section V.I. The Load Ticket shall be initiated at the loading site in the Work Zone by the CITY'S Work Zone Monitor, as defined in Section I.AA. The final disposition Load Ticket shall be initiated at the DMS by the CITY'S DMS Tower Inspector, as defined in Section I.U.
18. The equipment staging area(s) for the CONTRACTOR'S use shall be established in cooperation with the CA, and it is the CONTRACTOR'S responsibility at the equipment staging area(s) to monitor fueling and equipment repairs to prevent and mitigate spills, including but not limited to, petroleum products, hydraulic fluids and synthetic oils or lubricants. No major equipment repairs are to be performed at the staging area.
19. The CONTRACTOR shall also set up plastic liners, when necessary, under stationary equipment such as generators and mobile lighting equipment. If a spill occurs, it shall be the responsibility of the CONTRACTOR to notify the CA and to clean up the spill immediately at the CONTRACTOR'S own cost.
20. The CONTRACTOR shall provide the CA with daily reports and electronic spreadsheets that disclose the cubic yards/tonnage removed from the assigned Work Zone for the current day, as well as cumulative totals and other reports or information the CITY deems necessary, including reports described in Section IV.A.e., to detail the progress of debris removal, disposal and recycling.
21. The CONTRACTOR'S supervisory personnel shall communicate with the CA daily to determine progress of debris removal work, including but not limited to the locations of CONTRACTOR crews, status of cleanup efforts in assigned Work Zones and any property damages arising out of or relating to the work performed by the CONTRACTOR.
22. The CONTRACTOR shall comply with all applicable FEMA guidelines when performing disaster debris recovery services.
23. The CITY reserves the right to inspect the Work Zone(s), verify quantities of debris and review operations and equipment at any time.
24. The CITY may initiate additions, deletions or other modifications to the Scope of Service by written change order.

B. Performance Schedule

1. The CONTRACTOR shall commence mobilization under this Contract only upon receiving a written NTP from the CITY.

2. In conjunction with the NTP, the CITY shall issue a written Task Order which shall designate the Work Zone and the maximum allowable time to complete the scope(s) of service, as mutually agreed by the CITY and the CONTRACTOR.
3. Upon receipt of the Task Order, the CONTRACTOR shall begin debris removal operations within the authorized Work Zones in accordance with the approved action plans.
4. The CONTRACTOR shall submit daily progress reports to the CA, indicating the status of current operations, projection reports for Eligible Debris removal within the designated Work Zone and any other reports that may be required by the CA as defined in Section VII.C.

C. Certification of Load Carrying Capacity

1. Prior to commencing debris removal operations, the CONTRACTOR shall present to the CA, or authorized representative, all trucks, trailers and other equipment that will be used for transporting debris for the purposes of determining hauling capacity in cubic yards.
 - a. The measured volume of each piece of equipment shall be calculated from the actual physical, inside measurement performed by the CONTRACTOR and an authorized representative of the CITY. Maximum volumes may be rounded up to the nearest cubic yard, if the incremental measurement is 0.5 cubic yards or more. If less than 0.5 cubic yards, the maximum volume will be rounded down to the nearest cubic yard.
 - b. Truck measurements and volume capacity, including any volume adjustments, deductions or comments, shall be dated and recorded on the Truck and Trailer Volume Measurement form(s).
 - c. The CONTRACTOR and CITY representative shall sign and date the Truck and Trailer Measurement form certifying the actual physical, inside dimension measurement and volume capacity of each piece of equipment presented.
 - d. The purpose of this measurement shall be for daily production reporting purposes, when actual weight measurements are not possible.
2. The CONTRACTOR shall submit to the CITY within 30 days of execution of the NTP, a Vehicle and Equipment List, which will be attached hereto and incorporated herein as Attachment C, that indicates the name of the CONTRACTOR, the name of the subcontractor, if any, type of vehicle and/or equipment, make and model, license plate number, CONTRACTOR'S assigned vehicle/ equipment number, tare weights, measured maximum volume in cubic yards and any other information required by the CA for the purpose of monitoring and inspecting performance.
3. The name of the CONTRACTOR, the hauling capacity, in cubic yards, as well as the assigned identification number, shall be recorded and marked on each vehicle and/or trailer with permanent markings. In addition, each CONTRACTOR truck shall prominently display a sign stating that it is a "City of Pompano Beach Storm Debris Removal" vehicle.

D. Equipment

1. All loading equipment shall be operated from the ROW using buckets, boom and grapple devices and/or hydraulic or mechanical lift systems to collect and load debris. The CONTRACTOR, without exception, shall not be permitted to hand load trucks/trailers unless prior, written authorization is given by the CITY. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder unless directed by the CITY.
2. The CONTRACTOR is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, the CONTRACTOR shall assure that all loads are transported without threat of harm to the general public, private property and/or public infrastructure.
3. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be measured and marked for its load capacity, and be equipped with a tarp or load cover and a solid tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity (which means the tailgate must be the same height as the sideboards on the truck).
4. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The CA or authorized representative must approve all requests for extensions to the bed, and any such extensions shall not be removed without prior CITY approval.
5. Any adjustments made to the truck configuration, after the truck has been measured and the cubic yard capacity has been recorded, must be reported to the CA immediately. With CITY approval, the truck shall be re-measured, another Truck and Trailer Volume Measurement form must be dated and completed, the truck signage must be changed and field personnel must be notified of the change to the cubic yard capacity.
6. Equipment used under this Contract shall be rubber-tired and sized properly to fit loading conditions. Excessive sized equipment (60 cubic yards or larger) and non-rubber-tired equipment must be approved by the CA.
7. Trucks/equipment shall be inspected and approved by CA or authorized representative prior to its use by the CONTRACTOR.
8. Trucks or equipment that is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.
9. In anticipation of certain “hot spots,” as defined in Section I.I. and the need to quickly respond to certain calls or areas, the CONTRACTOR shall make two “Helping Truck” crews available each day. These trucks can be quickly dispatched to accommodate residents in immediate need. In addition, these trucks will provide a visible form of “advertising” in neighborhoods showing residents that the debris removal process is progressing and their needs are being met.

E, Ownership and Disposal of Debris

1. Upon collection from public and/or private ROW all debris, including the ash residue from the DMS, shall become the property of the CONTRACTOR.
2. The CONTRACTOR shall be responsible for either the lawful disposal or recycling of all debris collected and/or transported, including hazardous and toxic waste.
3. The CONTRACTOR shall use only City-approved disposal sites or recycling facilities unless prior written consent is obtained from the CITY.
4. Any revenue earned for recyclable materials recovered from the Eligible Debris shall be credited to the CITY to be applied against invoices received from the CONTRACTOR.

F. Scheduled Passes

1. The number and schedule of passes, as defined in Section I.N., shall be coordinated by the CA with sufficient time between each subsequent pass to accommodate reasonable preparation time needed by residents and/or City agencies.
2. The CONTRACTOR, as directed by the CA, shall make multiple, scheduled passes of each Work Zone impacted by the disaster, commensurate with the magnitude of the natural or manmade disaster.
3. The CONTRACTOR shall assign work crews and equipment so that the debris removal process will progress in a systematic and predictable manner.
4. At all times, the CONTRACTOR shall know the names and current location of all subcontractors and the location of all equipment under their direct supervision.
5. Residents may be advised of the number and schedule of passes through Public Service Announcements (PSA) initiated by the CITY, and the PSA shall advise residents to separate and place all Eligible Debris at the curbside of the ROW.

G. Traffic Control

1. The CONTRACTOR shall mitigate impact on local traffic whenever possible.
2. The CONTRACTOR shall be responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices.
3. The CONTRACTOR shall provide all flag persons, proper signs, equipment, safety vests and other necessary devices and shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all Work Zones. At a minimum, one flag person shall be posted at each end of each active loading site within the designated Work Zone.

H. Use of Debris Management Site(s)

1. The CONTRACTOR shall use only DMS sites pre-designated by CITY and CONTRACTOR unless otherwise approved by the CA.
2. The DMS Supervisor, as defined in Section I.V., shall direct all dumping and loading operations effectively and efficiently so that the debris removal and disposal process will progress in a systematic and predictable manner.
3. The CONTRACTOR shall be responsible for hauling all Eligible Debris, including but not limited to recyclables, reduced debris, ash residue from the DMS incinerators and any other disaster-generated debris located at the drop-off sites that may be established for the residents by the CITY.
4. The DMS operators shall be responsible for loading all vehicles at the DMS for final disposition of debris, and the CONTRACTOR shall provide vehicles as needed under the direction of the DMS Supervisor to ensure there is no significant accumulation of debris at the DMS.
5. The CITY makes no representations regarding the turn-around time at the DMS; however, the CONTRACTOR shall inform the CA if any problem arises regarding inability of trucks/vehicles to load and/or unload in a timely manner.

I. Load Tickets

1. Serialized, four-part Load Tickets or electronic version, shown within Attachment A, attached hereto and incorporated herein, shall be used for recording cubic yards/tons of Eligible Debris removed from Work Zones and for recording cubic yards/tons of debris removed from the DMS for final disposition at an approved landfill or recycling facility.
2. All tickets shall be distributed in numerical order and the numbering system shall be unique to the City of Pompano Beach. Numbers shall be recorded on a Load Ticket Log, attached hereto and incorporated herein within Attachment A, by the CA or authorized designee. No Load Tickets shall be unaccounted for. If a Load Ticket is voided for any reason, at least one copy of the ticket must be retained by both the CONTRACTOR and the CITY for accounting purposes.
3. Each Load Ticket shall contain the following information:
 - Preprinted ticket number
 - Assigned vehicle/equipment number
 - VIN number (if, requested)
 - Vehicle/equipment driver's name
 - Contract number
 - CONTRACTOR name
 - Date
 - Loading time
 - Dumping time
 - Maximum capacity in cubic yards
 - Load size, either in tons or cubic yards
 - Debris classification

- Assigned Work Zone
- Dumpsite location (DMS/final disposition site)
- Work zone monitor's signature
- Dumping site supervisor's signature (DMS/final disposition site)

4. The Load Tickets for debris hauling shall be completed upon arrival at the DMS and a new ticket initiated upon the departure of debris hauling trucks at the inspection tower(s) located at the entry/exit point for each DMS, to be completed at the final disposition site.
5. Initial Load Ticket. The original Load Ticket shall be initiated by the Work Zone Monitor and used to record CONTRACTOR'S load information of Eligible Debris hauled to the DMS for storage and reduction.
 - a. The Work Zone Monitor, or an authorized CITY representative, shall prepare the initial Load Ticket at the designated Work Zone(s), providing all pertinent information, including departure time, and sign the Load Ticket indicating that all info contained on the form is correct.
 - b. The Work Zone Monitor shall give all copies of the initial Load Ticket to the CONTRACTOR'S hauler/driver prior to departure from the Work Zone.
 - c. Upon arrival at the DMS:
 - i. The CONTRACTOR'S hauler/driver shall give all copies of the initial Load Ticket to the CITY DMS Tower Inspector, as defined in Section I.U.
 - ii. The DMS Tower Inspector, or an authorized CITY representative, shall visually inspect each load hauled to the DMS to verify that the contents are in accordance with the definition of Eligible Debris.
 - iii. The DMS Tower Inspector shall note on the Load Ticket the arrival time of the CONTRACTOR'S truck/trailer.
 - iv. The DMS Tower Inspector and an authorized CONTRACTOR representative shall visually verify the load volume (in cubic yards) or weight (in tons, when a scale is available) recorded on the Load Ticket and any other information, including but not limited to the truck number, truck capacity and Work Zone location, as directed by the CITY.
 - v. The DMS Tower Inspector and the CONTRACTOR'S representative shall sign and date the Load Ticket to indicate acceptance of the load and the information recorded on it.
 - vi. The DMS Tower Inspector shall retain one copy of the Load Ticket for the CITY'S records, give one copy to the hauler/driver and give the remaining copies to the CONTRACTOR'S representative for the CONTRACTOR'S records.
6. Final Disposition Load Ticket. The DMS Tower Inspector shall issue a new Load Ticket for the final disposition of Eligible Debris or recyclables for loads that originate at the DMS.
 - a. The DMS Tower Inspector, or authorized representative, shall initiate a Load Ticket for final disposition of disaster debris, residue or recyclables at the DMS.
 - b. The DMS Tower Inspector and the CONTRACTOR'S representative shall sign the Load Ticket indicating that all information provided is accurate.

- c. The DMS Tower Inspector shall retain one copy of the Load Ticket for the CITY'S records. One copy shall be provided to the CONTRACTOR'S representative in the tower and two copies shall be given to the hauler prior to departure from the DMS.
7. Upon arrival at the Final Disposition Site or recycling facility, the CONTRACTOR'S hauler shall give the two copies to the Disposal/Recycling Site Supervisor.
 - a. The Disposal/Recycling Site Supervisor shall visually validate the load volume/weight and note the dump time on the final disposition Load Ticket, retain one copy of the Load Ticket and give the remaining copy to the CONTRACTOR'S hauler.
 - b. The CONTRACTOR shall submit one copy of the Load Ticket and corresponding Disposal/Recycling Site scale ticket to the CITY with the daily disposal report and retain one copy for the CONTRACTOR'S files.
 - c. In addition to the above, when recyclable, Eligible Debris is taken to a recycling facility, broker or end-user, the CONTRACTOR shall include the name and address of the recycling facility, broker or end-user, the amount and type of recyclable materials delivered and the final use or product produced from the recyclable material, if known, in the daily report to the CITY.
8. The CONTRACTOR shall summarize the information from the Load Tickets of the previous day and submit an electronic Load Ticket Spreadsheet, attached hereto and incorporated herein within Attachment A, to the CITY on daily basis.

J. Measurement

1. Eligible Debris collected and hauled by the CONTRACTOR shall be measured by the cubic yard as predetermined through truck bed measurement, or by the ton as weighed (if a scale is available) when entering the DMS or final disposition site(s).
2. The CITY DMS Tower Inspector, or an authorized representative, shall inspect each load hauled by the CONTRACTOR to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
3. If the DMS Tower Inspector determines by visual inspection that the load volume (measured in cubic yards), is different than that recorded on the Load Ticket, the load volume shall be adjusted at the DMS by the DMS Tower Inspector and shall be recorded on the Load Ticket as the official documentation for the load size. Load Tickets validated by the DMS Tower Inspector shall document the measurement.
4. If the CITY DMS Tower Inspector and the CONTRACTOR representative disagree on the cubic yard volume of the truck load of Eligible Debris, the DMS Tower Inspector shall take photos of the load, document that the Load Ticket is incomplete and notify the CA that a final determination of the load size in cubic yards is needed. The CA shall review the photos taken and make the final determination of the load size in cubic yards.

VI. DEBRIS MANAGEMENT SITE(S) MANAGEMENT AND OPERATIONS

A. Scope of Service

1. The CONTRACTOR shall assist the CA, or authorized designee, in determining the selection of DMS within the City of Pompano Beach and shall provide DMS management and operational services at the approved DMS. The DMS List, Descriptions and Maps will be completed within thirty (30) days of execution of this contract, designated as Attachment D, attached hereto and incorporated herein.
2. Upon approval of DMS selections by the CA, the CONTRACTOR shall submit a Site Layout Plan and Operations Plan to the CA for review.
3. At a minimum, the Site Layout Plan and Operations Plan shall address the following:
 - a. A list of DMS, including the site location, physical description of site, acreage available for use and a site map
 - b. Site management, including but not limited to point-of-contact and organizational chart
 - c. Accessibility to site
 - d. Traffic control procedures and on-site traffic patterns to avoid delays in moving debris
 - e. Measures taken to prevent any significant accumulation of debris at DMS. (Debris shall be constantly flowing to incinerators, grinders, and/or chippers, and the residue and materials that are not recyclable shall be hauled to the landfill and recyclables shall be hauled to recycling facilities, brokers or end-users.)
 - f. Site safety
 - g. hazardous and toxic waste materials plan
 - h. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as appropriate
 - i. Remediation and restoration
4. The CITY may request that additional DMS be opened, if the need arises, and the CONTRACTOR shall have three (3) days following notification of new DMS to prepare a Site Operations Plan.
5. The CONTRACTOR shall provide all management, supervision, labor, machines, vehicles, tools and equipment necessary to accept, process, reduce and incinerate Eligible Debris and to load CONTRACTOR vehicles hauling debris to the Final Disposition Site or recyclables to the Recycling Facility.
6. The CONTRACTOR shall provide all other services and/or facilities of any nature necessary (including temporary power generation and base camps/housing for CONTRACTOR'S staff) to accomplish the Statement of Work and Scope of Service as described herein.

7. The CONTRACTOR shall manage and supervise the DMS to accept Eligible Debris collected under this Contract and other contracts or agreements approved by the CITY.
8. The CONTRACTOR shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, security and safety measures.
9. The CONTRACTOR shall set up plastic liners under stationary equipment such as generators and mobile lighting plants unless otherwise directed by the CA.
10. The CONTRACTOR shall direct traffic entering and leaving the DMS and shall supervise all dumping and loading operations at the DMS.
11. The CONTRACTOR shall be responsible for the sorting, separating and stockpiling of Eligible Debris at the DMS and shall ensure that the Eligible Debris remains segregated at the DMS.
12. DMS Supervisor shall ensure that all Eligible Debris is deposited in areas designated for that type of debris and, if needed, shall determine the appropriate dumpsite for any mixed loads of debris.
13. The CONTRACTOR shall be responsible for erecting an inspection tower at each DMS for the purpose of allowing CITY personnel to visually inspect and properly document loads arriving at the DMS. The tower shall accommodate four (4) employees, be constructed of materials acceptable to CITY, have a roof to facilitate the observation and quantification of debris hauled to the DMS (even in inclement weather conditions) and be constructed so that the safety of employees is guaranteed.
14. After obtaining prior approval from the CITY, the CONTRACTOR shall utilize tub grinders, chippers, shredders, air curtain incinerators and any other equipment necessary to reduce the volume of Eligible Debris.
15. Before white goods received at the DMS that contain Freon are hauled to the Final Disposition Site, the CONTRACTOR shall remove and dispose/recycle all the Freon in accordance with applicable regulatory requirements. The CONTRACTOR shall be responsible for and shall provide all manpower and equipment necessary to load CONTRACTOR'S vehicles at the DMS for final disposition of reduced debris and/or recyclable materials.
16. The CONTRACTOR shall establish lined temporary storage areas for ash, any hazardous and toxic waste, fuels and other materials that may contaminate soils, runoff or groundwater at the DMS.
17. The CONTRACTOR shall be responsible for the removal of hazardous and toxic waste from the DMS, including loading of hazardous and toxic waste at the site and properly disposing of the hazardous and toxic waste.
18. Upon completion of the debris reduction process, the CONTRACTOR shall clear the DMS of all debris, including hazardous and toxic waste, and restore the site to its previous condition and use to the satisfaction of the CA. Restoration will take place within thirty (30) days after the conclusion of the CONTRACTOR'S activities.

19. The CONTRACTOR shall comply with local, state and federal safety and health requirements.

B. Performance Schedule

1. The CONTRACTOR shall commence work under this Contract only upon receiving a written NTP from the CITY and shall continue until the CITY determines the work is complete.
2. In conjunction with the NTP, the CITY shall issue a written Task Order which shall designate the DMS and the maximum allowable time to complete the scope of service, as mutually agreed by the CITY and the CONTRACTOR upon the assessment of the amount of debris produced.
3. The CONTRACTOR is required to process and reduce Eligible Debris at a specified hourly processing rate. The required minimum reduction/disposal rate shall be achieved no later than the third calendar day after receipt of a written Task Order. This minimum production rate shall be increased in the event the CITY exercises the option for additional reduction capacity, either by supplying additional equipment or opening another DMS. This rate shall be determined, in part, by the severity of the disaster and the amount of debris produced and shall be equitably negotiated by the CITY and the CONTRACTOR.
4. All site remediation work, including site restoration prior to close-out, shall be completed within thirty (30) calendar days after receiving written notice from the CA that the last load of debris has been delivered, unless the CITY initiates additions or deletions to the Contract by written change order(s). Subsequent changes in completion time shall be equitably negotiated by both parties pursuant to applicable state and federal law.

C. DMS Considerations

1. The CONTRACTOR shall perform all testing of soil and groundwater at the site(s) pre-selected for use as DMS at the time when site preparation begins. The test results shall serve as a baseline for soil and groundwater conditions at the DMS. Certified copies of the test results shall be provided to the CA before site operations begin.
2. The CONTRACTOR shall also conduct continuous groundwater sampling once operations commence, including samples taken from hazardous and toxic waste, ash and fuel storage areas.
3. The CONTRACTOR shall perform soil and groundwater testing during the closure of the DMS which shall serve as a comparison to the baseline testing to determine whether soil or groundwater contamination has occurred.
4. The CONTRACTOR shall be responsible for preparing the DMS to accept the debris, including but not limited to:
 - a. Clearing, erosion control, grading, construction and maintenance of haul roads and entrances
 - b. Providing utility clearances and sanitation facilities, if needed
 - c. Protecting existing structures at the sites

- d. Repairing any damage caused by DMS operations at no additional cost to the CITY
5. The CONTRACTOR shall be responsible for installing site security measures and maintaining security for site operations at the DMS.
6. The CONTRACTOR shall manage the site to minimize the risk of fire, including but not limited to locating fire extinguishers throughout each DMS as required by OSHA regulations and employing personnel trained in incipient fire suppression operations and safety procedures, such as operation of fire extinguishers and water trucks.
7. The CONTRACTOR shall be responsible for the storage, removal and containment of ash from all burning operations. At the end of each burning cycle, the ash residue from the air curtain incinerator shall be removed from the burning area and placed in a pre-identified ash disposal area. The containment area shall be “wetted down” periodically to prevent particles from becoming airborne.
8. The CONTRACTOR shall erect an inspection tower with a roof to facilitate observation and quantification of debris hauled to DMS. Tower construction method and material shall be approved by CITY prior to construction.
9. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the DMS.
10. The CONTRACTOR shall provide all flag persons, proper signs, equipment and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this Contract. At a minimum, one flag person shall be posted at each entrance to direct traffic to the site unless otherwise approved by CITY.

D. DMS Closure Requirements

1. The CONTRACTOR shall be responsible for the closure of the DMS within thirty (30) calendar days of receiving the last load of disaster-generated debris.
2. The site closure shall include removal of equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), final groundwater and soil testing, grading the site and restoring the site to pre-work conditions.
3. The site shall be restored in accordance with all federal, state and local requirements.
4. The CONTRACTOR shall receive approval from the CA as to the final acceptance of a site closure.

E. Equipment

1. The CONTRACTOR shall provide all equipment necessary to prepare the site, accept Eligible Debris, stockpile the debris, feed the chippers, grinders and air curtain incinerator(s), remove ash from the incinerator(s), load all ash residue for disposal load all DMS debris and any other necessary equipment for final disposition.

2. Prior to the commencement of Eligible Debris storage and reduction operations at the DMS, the CONTRACTOR shall submit to the CITY a Vehicle and Equipment List, attached hereto and incorporated herein as Attachment C, that indicates the name of the CONTRACTOR, the name of the subcontractor, if any, type of vehicle and/or equipment to be used for debris handling, sorting, processing, incinerating and loading, including manufacturer's name, model and horsepower (including all air curtain incinerators), license plate number and any other information required by the CA for the purpose of monitoring and inspecting performance.
3. All equipment must be in compliance with applicable federal, state and local rules and regulations.
4. All equipment and operator qualifications shall meet the requirements of federal, state and local safety and health requirements.
5. Equipment which is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.
6. Reduction of Eligible Debris may be accomplished by chipping and grinding, provided the processing rate defined in Section VI.B.2. can be maintained. (Section VI.F. specifies requirements for chipping and grinding procedures.)
7. If approved by the CITY, the reduction of burnable Eligible Debris shall be accomplished by portable air curtain incinerators, pursuant to Section VI.F-incinerators herein.

F. Chipping and Grinding

1. The CONTRACTOR shall use chipping/grinding as a method of woody debris reduction. Because the volume reduction achieved by chipping/grinding may not be as great as the volume reduction achieved by incineration, incineration is the preferred method for debris reduction.
2. The average chip size produced shall be dependent on the needs of the end user, but typically should not exceed 4 inches in length and ½ inch in diameter.
3. Contaminants are all materials other than wood products. Contaminants must be held to 10% or less for the chips or mulch to be acceptable. Plastics shall be eliminated completely. To help eliminate contaminants, root rake loaders should be used to feed or crowd material to the chipper/grinder. Bucket loaders are not to be used. The use of manual laborers shall be utilized to pull out contaminants prior to feeding the chipper/grinders. Shaker screens shall be used when processing stumps with root balls or when large amounts of soil are present in the vegetative, woody debris.
4. Chips/mulch should be stored in piles no higher than 15 feet and shall meet all federal, state and local laws.

G. Portable Air Curtain Incinerators

1. There shall be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles and a minimum distance of 1,000 feet between the portable incinerator and the nearest building.

2. The CONTRACTOR must ensure that the public and workers are kept a safe distance from the incinerator.
3. The burn shall be extinguished at least two (2) hours before removal of the ash.
4. No hazardous or contained-ignitable material is to be dumped into the incinerator.
5. The CONTRACTOR shall ensure that the public and employees are protected from the burn operation by the use of signs, fences and other protective measures.
6. Emissions shall meet state and federal standards for burning operations.
7. The CONTRACTOR shall be responsible for dust control while handling ash materials.
8. Water trucks shall be provided by the CONTRACTOR and stationed at each DMS and shall be used to reduce the threat of fire from all types of debris, to dampen areas, including temporary roadways, to suppress dust from vehicles/equipment entering and leaving the DMS and to aid in suppressing fires.

H. Hazardous And/Or Toxic Waste (hazardous and toxic waste) Issues

1. The CONTRACTOR shall be required to construct a containment area at the DMS for hazardous and toxic waste that has been received at the DMS. This containment area shall consist of an earthen berm with a non-permeable soil liner. The hazardous and toxic waste containment area must be covered at all times with a non-permeable cover.
2. The CONTRACTOR shall immediately report the presence of any hazardous and toxic waste at the DMS to the CA, or authorized designee. Hazardous and toxic waste shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous and toxic waste debris to be processed. All hazardous and toxic waste debris shall be moved and placed in the designated hazardous and toxic waste containment area.
3. The CONTRACTOR shall abate all hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199.
4. Hazardous and toxic waste abatement shall be accomplished in accordance with the CONTRACTOR'S *hazardous and toxic waste Debris Management Plan* and *Environmental Protection Plan*, which shall become part of this Contract. The plan includes but is not limited to:
 - a. Establishing and implementing proper handling procedures for hazardous and toxic waste, including household hazardous waste, which after a disaster may become concentrated and no longer be considered *de minimus*.
 - b. Segregation and removal of hazardous and toxic waste from the debris stream prior to the recovery of other debris and sorting and additional recovery of hazardous and toxic waste within each DMS.

5. All recovered hazardous and toxic waste shall be removed to a proper disposal site or temporarily stored in the hazardous and toxic waste disposal areas constructed within each DMS.
6. Hazardous and toxic waste shall be collected and removed from the DMS by the CONTRACTOR'S Hazardous and/or Toxic Waste Recovery and Disposal personnel.

I. CONTRACTOR hazardous and toxic waste Spills

1. The CONTRACTOR shall be responsible for reporting hazardous and toxic waste spills to the CA and cleaning up all hazardous and toxic waste spills caused by the CONTRACTOR'S operations at no additional cost to the CITY.
2. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state and local laws and regulations.
3. Spills, at the DMS or off site, that meet the federal reporting requirements must be reported on the Standard Spill Report to the National Response Center and to the CA immediately following discovery.
4. A written follow-up report shall be submitted to the CA not later than seven (7) days after the initial oral report. The written spill report shall be in narrative form and at a minimum shall include the following:
 - a. Description of material spilled (including identity, quantity, manifest number)
 - b. Determination as to whether or not the amount spilled is EPA/State reportable
 - c. Exact time and location of spill, including description of the area involved
 - d. When and to whom it was reported
 - e. Affected stream or waters
 - f. Cause of incident
 - g. Equipment and personnel involved
 - h. Injuries or property damage
 - i. Duration of discharge
 - j. Containment procedures initiated
 - k. Summary of all communications the CONTRACTOR has had with press, agencies, or Government officials other than CA
 - l. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue

J. Load Ticket

See Section V.I. herein.

K. Measurement

See Section V.J. herein.

VII. ADDITIONAL ASSISTANCE

A. Technical Disaster Recovery Assistance

1. Grant Administration

- a. The CITY'S appointed Grant Coordinator, or an authorized designee, shall manage and direct grant project application(s), documentation and the reimbursement/close-out process.
- b. The Grant Coordinator, or an authorized representative, shall be the contact person for the CONTRACTOR in matters regarding FEMA public assistant grants and shall act as liaison between FEMA and the CITY.
- c. The Grant Coordinator, or an authorized representative, shall issue a written NTP to the CONTRACTOR for Technical Services to be provided during the term of this Contract. No level of technical assistance work shall commence until a written NTP is received by the CONTRACTOR from the Grant Coordinator.

2. FEMA Training Sessions

- a. The CONTRACTOR shall conduct annual orientation and training sessions for CITY key personnel in areas, including but not limited to, Request(s) for Public Assistance and preparation of grant project application(s), criteria for eligible work and eligible costs and FEMA requirements for quality and quantity of required documentation to support requests for reimbursement.
- b. The CONTRACTOR shall conduct the training sessions for CITY personnel in all categories of emergency work (Categories A – G, as defined in FEMA 322), including but not limited to the following:
 - i. One day training session for specific administrative personnel
 - ii. One day training session for operational representatives

3. Preliminary Damage Assessment (PDA)

- a. Upon request from the CITY before a formal NTP is issued by the CITY to the CONTRACTOR, the CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and/or local preliminary damage assessment team responsible for determining the impact and magnitude of the disaster event before federal assistance is requested.
- b. The CONTRACTOR shall assist CITY personnel in identifying damaged facilities, quantifying types of damaged areas, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the estimated, physical and financial impact of the disaster.

4. The CONTRACTOR shall assist CITY personnel in developing a plan of action for the formulation of the Project Worksheet, developing and documenting a proper Scope of Work and estimating costs necessary to repair the damage and/or replace facilities for all categories of emergency work (Categories A – G, as defined in FEMA 322).

- a. The CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and CITY inspection team(s) responsible for identifying the damaged site(s).
 - b. The CONTRACTOR shall assist CITY personnel in the identification of work eligible for disaster assistance by FEMA and the preparation of a quantitative estimate of the work necessary to complete repairs.
5. Documentation Support
- a. The CONTRACTOR shall assist CITY personnel in the preparation and completion of any and all forms and/or documentation necessary to support the reimbursement claims made to state or federal agencies, including but not limited to FEMA.
 - b. Documentation shall include but is not limited to Project Applications, Project Worksheets, Requests for Public Assistance and all other disaster-generated documentation needed for the payment of claims, such as records tracking administrative allowances, donated resources and labor timesheets and repair expenses.
 - c. The CONTRACTOR shall assist CITY personnel in the review of documentation for accuracy, quality and completeness before submitting for payment of claims.
 - d. The CONTRACTOR shall assist CITY personnel in the preparation and submittal of any and all necessary cost substantiation requests, replies to any and all agency inquiries and/or appeals to any and all agency denials.
6. Consultation and Negotiation Services
- a. The CONTRACTOR shall provide guidance to CITY personnel on issues involving federal and state reimbursement of disaster-generated expenses.
 - b. The CONTRACTOR shall assist CITY personnel in negotiations with federal and state officials.
 - c. The CONTRACTOR shall assist CITY with the exploration of alternative funding options through other federal or state programs, including but not limited to the Environmental Protection Agency and the US Department of Agriculture.

B. Additional Services/Compensation

1. If, upon written agreement by the CITY and the CONTRACTOR, the CONTRACTOR shall perform additional services beyond the Scope(s) of Service in this Contract, and if such additional services are not required as a result of error, omission or negligence of the CONTRACTOR, then, in such an event, the CONTRACTOR shall be entitled to additional compensation.
2. The additional compensation may require a quote for the additional unit cost for such services and confirmed via a written amendment. Prior approval of any written amendment shall be obtained from the City Commission when reasonably feasible to do so. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full

negotiations between the CONTRACTOR and CITY's Contract Administrator and approval by the CITY. The cost and timeframe for the completion of services shall be agreed upon before commencement of any additional services by the CONTRACTOR. City reserves the right to issue Task Orders after a written amendment is negotiated, but has not yet been approved by the City Commission based upon existing exigent circumstances caused by a disaster event. In such instance, where the additional services are required immediately, the amendment will be presented to the City Commission for later ratification which shall not impede CONTRACTOR'S right of compensation for performance of written requests for additional services.

3. Upon acceptance of the additional unit costs, the CITY shall issue a Task Order to the CONTRACTOR, and the Scope of Work shall be performed by the CONTRACTOR according to the approved terms.
4. Any additional services or work performed without a written Task Order for such work first issued by the City shall not be compensated by the CITY.
5. Additional Services that may be requested by the CITY include but are not limited to the following:
 - a. Private Property Demolition and Debris Removal – The CONTRACTOR shall operate beyond the public ROW only as identified and directed by the CITY. Operations beyond the ROW on private property shall be only 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 marine debris only as identified and directed by the CITY.
 - c. Hazardous and toxic waste Disposal – The CONTRACTOR shall collect, transport and dispose of hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations as directed by the CITY. The coordination for hazardous and toxic waste 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 CITY, 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 DMS and/or Final Disposition Site at an approved landfill.
 - e. Fallen Trees—Any Eligible Debris, such as fallen trees, which extends onto the ROW from private property, shall be cut by the CONTRACTOR at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed by the CONTRACTOR.
 - f. Hazardous Stumps—Any Eligible Debris, such as hazardous stumps, that poses a threat to life, public health and/or safety shall be identified by the CONTRACTOR and reported to the Work Zone Monitor. The CONTRACTOR shall remove all stumps that are determined to be hazardous to public access and as directed by the CITY. The CITY reserves the right to process stumps based on a per unit or on a yardage basis. Stumps

converted to yardage will be based on FEMA May 15, 2007 publication DAP9523.11 stump conversion table and paid at the per yard regular vegetation rate. Stumps shall be hauled to the DMS where they shall be processed in accordance with all applicable Federal, State and local laws, standards and regulations

- g. Fill Dirt—As identified and directed by the CITY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.
 - h. 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. Eligible Debris removed from the sand shall be collected, hauled and processed at the DMS.
 - i. White Goods—The CONTRACTOR shall recycle all eligible white goods as defined in Section IV.1.c. in accordance with all federal, state and local rules, regulations and laws. There is no additional payment for the handling of white goods. The cost is included in the cubic yard price for debris removal.
 - j. Freon Recovery. Any white goods that may contain Freon, such as refrigerators, freezers or air conditioners, shall have the Freon removed by the CONTRACTOR at the DMS or final disposition site in accordance with all federal, state and local rules, regulations and laws.
6. The CONTRACTOR shall offer the following additional services to the CITY at no cost:
- a. Assistance and Training—as defined in Section VII.A.
 - b. Preliminary Ground level Damage Assessment – Upon request from the CITY before a written Task Order is issued, the CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and/or local Preliminary Damage Assessment team responsible for determining the ground level impact and magnitude of the disaster event before federal assistance is requested. In addition, the CONTRACTOR shall assist CITY personnel in identifying damaged locations and facilities, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the physical and financial impact of the disaster.
 - c. Preliminary Aerial Damage Assessment – Upon request from CITY, and before a written Task Order is issued, the Contractor will provide a qualified, authorized representative, along with the pre-arranged use of a helicopter (including a pilot) for an aerial determination of the impact and magnitude of the disaster event before federal assistance is requested. This service shall also be available for the first thirty (30) days following an event, and shall be provided at no cost to the CITY. The CITY shall support FEMA reimbursement for the aircraft should funding for the service be available, but FEMA funds collected shall be payment in full with no payment due from the City for the service. In addition, the CONTRACTOR shall assist CITY personnel in identifying damaged locations and facilities, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the physical and financial impact of the disaster.

- d. Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the CONTRACTOR’S labor force and equipment needed to perform the Scope of Service contained herein shall be made by the CONTRACTOR.
- e. Mobile Command Unit – Use of the mobile command unit for CITY debris recovery management personnel to serve as a field operations command center.
- f. Temporary Storage of Documents—Storage of daily or disaster-related documents and reports for protection during the disaster event.
- g. Debris Planning Efforts – The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the CITY. These planning efforts shall include but not be limited to development of a debris management plan, identification of adequate debris management sites, estimation of debris quantities, and emergency action plans for debris clearance immediately following event.
- h. Closure and Remediation of the DMS – The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the DMS 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 DMS site to its original state.
- i. Reporting – The CONTRACTOR shall provide and submit to the CITY all reports and documents as may be necessary to adequately document the Debris Recovery Services.

C. Reporting

- 1. Commencing with the issuance of a Task Order, the CONTRACTOR shall submit a daily report to the CA that fully and completely describes the CONTRACTOR’S operations conducted that day.
- 2. The daily report shall contain, at a minimum, the following information:
 - a. Contractor’s Name
 - b. Contract Number
 - c. Date of work performed
 - d. Subcontractor’s Name(s)
 - e. Work Zone Crew (total number of personnel and vehicle/equipment in operation that day)
 - f. Employee daily time tickets, for hourly rates if needed
 - g. Location of Work Zone
 - h. Location of DMS
 - i. Daily and cumulative totals of debris collected
 - j. Daily and cumulative totals of debris processed, to include method(s) of processing, by debris category

- k. Daily estimate of hazardous and toxic waste segregated, and cumulative amount of hazardous and toxic waste placed in the designated holding area
 - l. Copies of Load Tickets for day
 - m. Copies of Damage Reports and Resolutions
 - n. Any inspections conducted by federal, state or local government agencies
 - o. Any damages to private property caused by CONTRACTOR operations
 - p. Any problems encountered or anticipated
3. The CONTRACTOR shall submit daily projection reports, which shall outline an action plan indicating estimates of Eligible Debris collection/transportation and debris reduction with a one-, two- and seven-day forecast.
 4. At completion of work performed under this Contract, the CONTRACTOR shall prepare and submit a detailed description of all Eligible Debris collection and transportation activities conducted, including but not limited to, total volume/tonnage of debris collected and hauled; a detailed description of all debris reduction activities conducted, including but not limited to, total volume/tonnage of debris received and loaded for final disposition, by category; the total cost of the project; any lessons that may have been learned for improving operations in the future; and any other additional information or recommendations as may be necessary to adequately document the conduct of debris management operations.

VIII. INVOICING

- A. The CONTRACTOR shall invoice the CITY on a monthly basis commencing with the first day of the month following the first full month of service(s) for work satisfactorily completed.
- B. The invoice submitted by the CONTRACTOR to the CITY shall be an original invoice and not a faxed copy or carbon copy.
- C. The invoice shall be sent to:
 - City of Pompano Beach
 - Attention: Environmental Services Director
 - P.O. Drawer 1300
 - Pompano Beach, FL 33060
- D. The CONTRACTOR (on the first of each month) shall be entitled to invoice for 90% of the line items after work is completed on a monthly basis.
- E. The invoice shall be completed and signed by the CONTRACTOR.
- F. The invoice shall describe the work performed during the invoice period and be supported by such data as the CITY may reasonably require to include but not limited to the following:
 1. Each invoice shall contain verification of each cubic yardage/tonnage collected and hauled by the CONTRACTOR by attaching a copy of each Load Ticket.
 2. Each invoice shall also contain a summary sheet indicating, daily totals of verified load receipts and invoice amounts.
- G. The CITY may temporarily remove any disputed amount, by line item, from the invoice for review.

- H. The CONTRACTOR shall be notified of the disputed charge within ten (10) working days of the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- I. The CONTRACTOR shall provide clarification and a satisfactory explanation of charges to the CITY prior to payment of those charges.
- J. Payment for verified and authorized work completed shall be made to the CONTRACTOR within 45 days after the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- K. Upon receipt of the CONTRACTOR'S invoice and written approval of same by the CITY'S authorized representative, the CITY shall pay the CONTRACTOR through payment issued by the Clerk of the Court pursuant to the Florida Prompt Payment Act.
- L. The CONTRACTOR will be subject to audit by federal, state, and local agencies upon request by said parties.
- M. Payment to the CONTRACTOR for services outlined in this Contract shall not be contingent on funding from one source.

IX. PAYMENT

- A. The CONTRACTOR shall be compensated for the removal, hauling, disposal and processing (separation, chipping grinding and incineration) of only Eligible Debris.
- B. If any load is determined to contain material other than Eligible Debris, the load will not be accepted, and the CONTRACTOR will not be paid for removing, hauling, disposing or processing that load.
- C. The CITY may direct the CONTRACTOR to handle Ineligible Debris if that debris poses a threat to the health, welfare or safety of the community-at-large. If such services are required, the CITY shall give prior written authorization for the handling of this debris and the CITY shall pay the CONTRACTOR for these services performed.
- D. Payment for work completed by the CONTRACTOR shall be invoiced on a monthly basis, commencing with the first day of the month following the first full month of service. Invoices shall be based on verified and approved cubic yard/tonnage quantities from the daily operational reports and valid Load Tickets signed by the CITY'S authorized representative.
- E. Payment for verified and authorized work completed shall be made to the CONTRACTOR within 45 days after the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- F. Pursuant to the Pricing Schedule and Hourly Pricing Schedule, Attachment E, attached hereto and incorporated herein, the CONTRACTOR shall invoice the CITY for the following:
 - 1. The removal, hauling and disposal of Eligible Debris (as defined in Section V.):
 - a. each validated load picked up at the designated Work Zone, hauled to and dumped at a DMS; and

- b. each validated load hauled from the DMS for final disposition at a City-approved landfill or recycling facility; and
 - c. tipping fees incurred at a City-approved landfill based on the current tipping fee at the time of disposal.
2. DMS Management and Operations (as defined in Section VI.) including:
- a. selection, preparation and layout of site;
 - b. management, maintenance and operation of the DMS;
 - c. the sorting, segregation, processing and reduction (chipping, grinding or incinerating);
 - d. groundwater and soil testing;
 - e. furnishing materials, supplies, labor, tools and equipment necessary to perform services;
 - f. providing traffic control, dust control, erosion control, inspection tower(s), lighting, ash and hazardous and toxic waste containment areas, fire protection, permits, environmental monitoring, and safety measures;
 - g. loading reduced/stored and initiating Load Tickets for final disposition; and
 - h. closure and remediation of DMS.
3. Additional Services (as defined in Section VII.B.5.):
- a. Additional services, including but not limited to the services listed below shall be performed by the CONTRACTOR upon issuance of a Task Order by the CITY:
 - i. Private Property Demolition and Debris Removal
 - ii. Marine Debris Removal
 - iii. Hazardous and/or Toxic Waste Disposal
 - iv. Dead Animal Carcasses
 - v. Fallen Trees
 - vi. Hazardous Stumps
 - vii. Fill Dirt
 - viii. Sand Screening
 - ix. Freon Removal
 - b. The CONTRACTOR shall offer the following additional services to the CITY at no additional cost (as defined in Section VII.B.6.):
 - i. Training and Assistance
 - ii. Preliminary Damage Assessment
 - iii. Mobilization and Demobilization
 - iv. Mobile Command Unit
 - v. Temporary Storage of Documents
 - vi. Debris Planning Efforts
 - vii. Closure and Remediation of DMS
 - viii. Reporting and Documentation
 - c. Travel and Per Diem Costs incurred by the CONTRACTOR, or any employees/subcontractors of the CONTRACTOR, during the term of this Contract shall be paid by the CONTRACTOR. The CITY will not pay any Travel or Per Diem costs incurred by the CONTRACTOR.

- F. Other than the rates described herein, the CONTRACTOR shall not be entitled to payment for expenses, fees or other costs incurred at any time and in any connection with performance of work under the Contract.
- G. Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given in the proposal, of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the Contractor and Contract Administrator and approval by formal City action.
- H. Any CONTRACTOR or subcontractor that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs (as defined in Section I.K.) shall not be authorized to perform services as outlined in the Scope of Service and the said CONTRACTOR/subcontractor shall not be paid for any services performed.
- I. At the request of either party, the CITY may modify the CONTRACTOR'S Pricing Schedule for each subsequent contract year, after the first contract year, and the new Pricing Schedule shall be increased by multiplying the Consumer Price Index (CPI) by 75%. The formula shall be as follows:
Contractor Fee x (1 + 75% of CPI) = Subsequent Year Fee
 - 1. The CPI shall be calculated as the lesser of a twelve (12) month average of the United States All Urban or Southern All Urban Consumer Price Index based on the information from the Bureau of Labor Statistics, Southeastern Regional Office for the twelve (12) months ending December 31 preceding each new contract year.
 - 2. If the CPI is discontinued or substantially altered, the CITY may select another relevant price index published by the United States government or by a reputable publisher of financial or economic indices.
- J. The CONTRACTOR shall be entitled to invoice the CITY for 90% of the line items, after work is completed, on a monthly basis (the first of each month). The remaining 10% will become due after all Eligible Debris is properly processed and disposed of at the final disposition site(s), the DMS final closure and remediation process is approved by the CITY, all subcontractors and material suppliers verify that they have been paid and the CONTRACTOR submits a proper, final invoice.
- K. Final payment shall be released to the CONTRACTOR upon approval by the CA.

X. OTHER CONSIDERATIONS

- A. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment, safely operated, for all tasks.
- B. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR.
- C. Additionally, the CONTRACTOR shall employ when possible local area vendors qualified to assist in the Debris Recovery Services operation.
- D. The CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Contract.

- E. The CONTRACTOR must be duly licensed in accordance with the state's statutory requirements to perform the work.
- F. The CONTRACTOR shall be responsible for determining what permits are necessary to perform work under the Contract. The CONTRACTOR shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the CA.
- G. If burning as a method of reducing Eligible Debris is determined as necessary by the CITY, the CITY shall assist the CONTRACTOR in obtaining a burn permit to allow air curtain incineration at the DMS.
- H. The CONTRACTOR shall be responsible for taking corrective action in response to any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the CITY.
- I. Any and all CONTRACTOR documents, records, disks, original drawings, photos, videos or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY.
- J. The CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Contract. Furthermore, the CITY shall have access to such books, records, documents and photos as required in this Contract for the purpose of inspection or audit. This provision shall extend three (3) years beyond the term of this Contract or any extension thereto.

XI. INDEPENDENT CONTRACTOR

- A. All employees of the CONTRACTOR shall be, at all times, the sole employees of the CONTRACTOR under its sole discretion and not an employee or agent of the CITY.
- B. The CONTRACTOR shall supply competent and physically capable employees who shall have and wear proper identification.
- C. The CITY reserves the right to require the CONTRACTOR to remove any employee the CITY deems careless, incompetent, insubordinate or otherwise objectionable.

XII. OTHER CONTRACTS

- A. The CITY reserves the right to issue other contracts or direct other contractors to work within the Scope(s) of Service included in this Contract.
- B. The CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form.

XIII. CITY OBLIGATIONS

- A. The CA, or an authorized representative, is designated by the CITY to be the primary contact person for the CONTRACTOR, and this Disaster Debris Recovery Services Contract shall be administered on behalf of the CITY by the Solid Waste Division of the Public Works Department of the CITY.

- B. The CITY shall provide inspectors for the monitoring of Eligible Debris collection, segregation and removal operations in the Work Zones.
- C. The CITY inspectors shall examine each load hauled from the Work Zones by the CONTRACTOR to verify that the contents are in accordance with the definition of Eligible Debris and to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
- D. The CITY shall provide DMS Monitors to inspect each load received by the CONTRACTOR at the DMS to verify that the contents are in accordance with the definition of Eligible Debris and to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
- E. The CITY monitors shall inspect all vehicles/equipment entering and leaving the DMS to ensure that haulers do not add excessive amounts of water or soil to debris prior to unloading/loading.
- F. Should operation of equipment be required outside of the ROW, the CITY shall provide a Right-of-Entry Agreement, Hold Harmless Agreement and a Non-duplication of Benefits Agreement executed with the Property Owner prior to CONTRACTOR work being authorized.

XIV. TERMINATION

- A. This Contract may be terminated by the CITY upon thirty (30) days advance written notice to the CONTRACTOR at the primary business address as designated on the signature pages; however, if any work or service hereunder is in progress but not completed as of the date of termination, then this Contract may be extended upon written approval from the CITY until said work or services are completed and accepted by the CA.
- B. In the event this Contract is terminated or cancelled upon the request and for the convenience of the CITY with the required thirty (30) day advance written notice, the CITY shall reimburse the CONTRACTOR for actual work satisfactorily completed.
- C. Termination by the CITY for cause, default or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision, and the CITY reserves the right to terminate the Contract by issuing a written notice to the CONTRACTOR. Any termination costs, including demobilization of equipment and personnel, shall be incurred and paid by the CONTRACTOR. The thirty (30) day advance written notice requirement is waived in the event of termination for cause.
- D. In the event there should occur any material breach or material default in the performance of any covenant or obligation by the CONTRACTOR which has not been remedied within five (5) calendar days after receipt of written Notice of Termination from the CITY specifying such breach or default, the CITY may, if such a breach or default is continuing, terminate this Contract with the CONTRACTOR immediately. In such case, the CONTRACTOR shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

XV. FORCE MAJEURE

A. Force Majeure

Except for any payment obligation by either party, if the CITY or CONTRACTOR is unable to perform, or is delayed in its performance of any of its obligations under this Contract by reason of

any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the CITY or CONTRACTOR to correct the adverse effect of such event of force majeure.

B. Events

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the CITY or CONTRACTOR from performing any of its obligations (other than payment obligations) under this Contract:

- a. Strikes and work stoppages unless caused by a negligent act or omission of CONTRACTOR or its agents or assignments;
- b. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of CONTRACTOR, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively incumbent weather; and
- c. Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.
- d. Suspension, termination or interruption of utilities necessary to the operation of the Project.

C. Economic Hardship

Economic hardship of the CONTRACTOR shall not be considered an event of Force Majeure.

D. Modification

In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The parties agree that, as to this section, time is of the essence.

XVI. LIQUIDATED DAMAGES

- A. The CONTRACTOR and CITY agree that the CONTRACTOR'S compliance with the terms of this Contract is of great importance. As such, the CITY, or an authorized representative, shall monitor, inspect and verify the CONTRACTOR'S activities for compliance.
- B. The CONTRACTOR and CITY acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the CITY due to the CONTRACTOR'S failure to comply with the terms of this Contract and for which the CONTRACTOR would otherwise be liable. Accordingly, in addition to the payment of other damages, liquidated damages may be assessed against the CONTRACTOR for the following failures to comply with the Contract:
 1. A \$5,000.00 per day charge for failure to provide adequate manpower and equipment to perform the scope(s) of service as outlined in the Contract. (see Section IV.G.1)

2. A \$1,000.00 per incident charge for failure to properly separate DMS debris at street/road level or during hauling as outlined in the Contract (see Section V.A.10.-11.)
3. A \$1,000.00 per incident charge for failure to properly segregate Eligible Debris at DMS as outlined in the Contract (see Section VI.A.12.)
4. A \$500.00 per incident charge for collection and hauling of ineligible or unauthorized disaster-generated debris as outlined in the Contract (see Section V.A.5.)
5. A \$500.00 per incident charge for acceptance of ineligible or unauthorized disaster-generated debris at the DMS as outlined in the Contract (see Section VI.A.12.)
6. A \$1,000.00 per day charge for failure to provide all reports and Load Tickets as outlined in the Contract (see Section VII.C.)
7. A \$1,000.00 per day charge for failure to provide adequate traffic control as outlined in the Contract (see Section V.A.14. and VI.C.9.-10.)
8. A \$1,000.00 per incident charge for failure to safely operate equipment or vehicles as outlined in the Contract (see Section V.A.15. and VI.A.9.)
9. A \$5,000.00 per day charge for failure to meet the completion date (time period determined by number of calendar days) for services performed in a designated Work Zone (see Section IV.E.2.-3.)
10. A \$5,000.00 per day charge for failure to maintain the minimum processing rate, unless non-compliance is due to insufficient debris amounts being delivered to the site. (see Section IV.E.2.-3.)
11. A \$1,000.00 per day charge for failure to close-out DMS by the completion date established by the CITY. (see Section IV.E.2.-3.)
12. A \$1,000.00 per day charge for failure to fully remediate DMS by the completion date established by the CITY. (see Section IV.E.2.-3.)

XVII. LIENS AND TAXES

- A. The CONTRACTOR shall not at any time suffer or permit any lien, attachment or any other encumbrance under the laws of the State of Florida or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Contract or by any reason or claim or demand against the CONTRACTOR.
- B. The CONTRACTOR shall keep all equipment and vehicles free and clear of all levies, liens and encumbrances. The CONTRACTOR shall pay all taxes, license and registrations fees, and similar charges imposed on the ownership, possession or use of the equipment and vehicles during the term of this Contract.
- C. Such lien, attachment or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Contract.

XVIII. INDEMNIFICATION AND HOLD HARMLESS

- A. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.
- B. The CONTRACTOR shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.
- C. The CONTRACTOR acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.
- D. Nothing herein shall be construed to hold the CONTRACTOR liable for the negligence of the CITY.
- E. This indemnification and hold harmless agreement shall survive the termination or expiration of this Contract.
- F. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

XIX. INSURANCE

- A. Insurance Procurement. Before performing any contract work, the CONTRACTOR shall procure and maintain, during the term(s) of this Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by Insurance Department in the State of Florida and meet a minimum financial A.M. Best and Company rating of no less than Excellent. No changes are to be made to these specifications without prior written specific approval by the City Risk Management Division.
 - 1. Worker's Compensation: CONTRACTOR will provide Worker's Compensation Insurance, on behalf of all employees who are to provide service under this Contract, as required under Florida Laws, Chapter 440, the Jones Act and Longshoreman and Harbormasters exposures,

and Employers Liability no less than \$100,000 per employee per accident; \$100,000 employee per disease and \$500,000 disease aggregate.

2. Commercial General Liability: Including but not limited to bodily injury, property damage, contractual products and complete operations, watercraft, if under twenty-six (26) feet and Ocean Marine if over twenty-six (26) feet, and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
3. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract (Limits may be satisfied by combining an Umbrella form and an Automobile form for a combined total limit of \$5,000,000.00)
4. Umbrella Liability: With limits of not less than \$5,000,000.00 per occurrence covering all work performed under this Contract.
5. Hazardous Materials Insurance: For the purpose of this section: the term "hazardous materials" includes all materials and substances which are now designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Contract, no further work is to be performed in the area of the hazardous material until the Risk Management Division has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the Contract.
 - a. CONTRACTOR'S Pollution Liability - for sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this Contract, including, but not limited to all hazardous materials identified under the Contract.
 - b. Asbestos Liability - for sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this Contract.
 - c. Disposal - When applicable, the CONTRACTOR shall designate the disposal site and furnish a certificate of insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
 - d. Hazardous Waste Transportation - When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.

- e. Certificates of Insurance - shall clearly state the hazardous material exposure work being performed under the Contract.
6. Additional Insured: All policies, required by this Contract with the exception of Professional Liability or Worker's Compensation, unless specific approval is given by the City Risk Management Division, are to be written on an occurrence basis, shall name the CITY, its commissioners, officers, employees, agents and volunteers as additional insured as their interest may appear under this Contract, and the insurer(s) shall agree to waive all rights of subrogation against the CITY, its commissioners, officers, employees, agents or volunteers.
 7. Subcontractor Insurance: Insurance and insurance provisions, itemized in this Contract, and required of the CONTRACTOR, shall be provided by or in behalf of all subcontractors to cover their operations performed under this Contract. The CONTRACTOR shall be held responsible for any modifications, deviations or omissions in these insurance requirements as they apply to subcontractors.
- B. Each insurance policy required by this Contract shall:
1. Separate Application of Insurance. Apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits to the insurer's liability.
 2. Suspended, voided, Canceled Insurance. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Risk Management Division.
 3. City Coverage Review. The City Risk Management Division shall retain the right at any time to review coverage, form and amount of insurance.
 4. The CONTRACTOR'S Liability. The procuring of required policies of insurance shall not be construed to limit the CONTRACTOR'S liability nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be obligated for the full and total amount of any damages, injury or loss caused by any act, neglect, omission or default connected with this Contract.
 5. Premium Payments. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the CITY is an insured under the policy.
 6. Claims Made Policies. Claims Made Policies will be accepted for professional and hazardous material and such other risks as are authorized by the City Risk Management Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided an option, the CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.

7. Insurance Certificates. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the CITY'S Contract number and the description of work are to be furnished to the City Risk Management Division prior to commencement of work and a minimum of thirty (30) days prior to expiration of the insurance contract when applicable, included as Attachment H, attached hereto and incorporated herein. All insurance certificates shall be received by the City Risk Management Division before the CONTRACTOR will be allowed to commence or continue work.
8. Notice of Accident. Notice of Accident (occurrence) and Notice of Claims associated with work being performed under this Contract, shall be provided to the CONTRACTOR'S insurance company and the City Risk Management Division as soon practicable after notice to the insured.

XX. PERFORMANCE BOND

- A. Letter of Commitment. The CONTRACTOR shall furnish to the CITY a letter of Commitment to perform services, Attachment F, and a letter of Commitment for a Performance Bond from a surety company to be included as Attachment G, attached hereto and incorporated herein, within five calendar days of the execution date of this Contract by the City of Pompano Beach.
- B. The CONTRACTOR shall furnish to the CITY, prior to the commencement of operations hereunder, a Performance and Payment Bond shall be executed by the CONTRACTOR, and a surety company authorized to do business in the State of Florida, in the amount of (Ten Million) \$10,000,000, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materials and laborers. The CITY will only accept a Performance and Payment Bond with an A.M. Best rating of 'A-' (Excellent) or better. Said bond shall be subject to the approval by the City Manager of the City of Pompano Beach, Florida.

XXI. ATTACHMENTS ALL INCORPORATED HEREIN

The following are incorporated into, and shall constitute a part of, this Contract:

- A. Scenarios & Response, Plan of Action, Documentation & Reimbursement
- C. Work Zones
- D. Vehicle and Equipment List
- E. Debris Management Site(s) List and Map
- F. Pricing Schedule
- G. Commitment Letter to Perform Services
- H. Letter of Commitment for Performance and Payment Bond
- I. Certificate of Liability Insurance
- J. FHWA Form 1273
- K. Solicitation E-17-23

XXII. MISCELLANEOUS

- A. No amendment, change or addendum to the Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. For any material change in the Scope of Services or any increase in the compensation for the services, City Manager during a declared emergency has the authority to sign off on these changes for the CITY, but the Commission will subsequently

approve, and the duly authorized representative for the CONTRACTOR shall agree in writing to this change. For all other changes, the CITY'S Administrative Agent and the CONTRACTOR'S representative shall agree in writing to the change.

- B. Any reference to a specific chapter of the Florida Statutes in this Contract shall mean the Florida Statutes and shall by reference be made a part of this Contract as though set forth in full.
- C. Any reference to a Specific City Employee in this Contract shall also include the authorized designee of that employee.
- D. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the CITY, except the claims for the money due or to become due to the CONTRACTOR from the CITY under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the CITY. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the CITY.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract has requisite power and authority to bind the parties.
- F. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable.
- G. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY LITIGATION RELATED TO THIS AGREEMENT.
- H. CONTRACTOR agrees that all work performed on FHWA roads will comply with all the terms, conditions and requirements set forth in Federal Government Form FHWA-1273, a copy of which is attached hereto and made a part hereof as Attachment I.
- I. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.
- J. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination
- K. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, registered or certified mail or other trackable delivery service,

postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

CONTRACTOR'S REPRESENTATIVE

Kristy Fuentes
Vice President, Secretary & Treasurer
DRC Emergency Services
111 Veterans Memorial Blvd, Suite 401
Metairie, LA 70005
504-482-2848 Office

CITY ADMINISTRATIVE AGENT

Mr. Gregory P. Harrison
City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, FL 33060
954-786-4609 Office
954-786-4504 Fax

Copies:

(a) as to the CONTRACTOR, Lisa Garcia Walsh, Contract Manager, 111 Veterans Memorial Blvd, Suite 401, Metairie, LA 70005.

(b) as to the CITY, Kervin Alfred, Office of the City Clerk, P.O. Drawer 1300, Pompano Beach, Florida 33060

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

L. FEMA Contract terms and requirements.

Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

1. Contracts to received funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

2. In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

3. Payment. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30-day period.

4. Additional remedies. In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery pursuant to the terms and procedures set forth in the City Code.

5. Termination for Convenience. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.

6. Compliance with State and Federal Reporting Requirements. Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

7. Civil Rights. (Applicable to all FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

- a. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- b. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

8. No Obligation by the Federal Government (Applicable to all FEMA Contracts)

- a. Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified except to identify the subcontractor who will be subject to its provisions

9. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms & Conditions, v. 3.0 XXV)

- a. The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- d. The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix 11, K; 2 CFR s. 200.322)

- a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or (iii) at a reasonable price.
- b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

11. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms & Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

12. Compliance with Federal Law, Regulations, and Executive Orders (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
2. Resource Conservation and Recovery Act
3. National Historic Preservation Act
4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. Immigration and Naturalization Act (Applicable to all FEMA contracts.)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

14. Fraud and False or Fraudulent or Related Acts (Applicable to all FEMA contracts.)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

15. Indemnity of Funding Entities. (Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

16. Performance and Payment Bonds. (Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

17. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of

the United States.

18. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

- a. By signing this Contract, the Contractor 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 Contractor 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 Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The Contractor 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.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

19. Materials and Supplies (Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

20. Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of \$150,000)

Clean Air Act

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

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

21. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s.1352) – Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix 11) (1)

1. The Contractor certifies, by signing the Addendum, to the best of his/her knowledge and belief that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The Contractor also agrees 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.

22. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

23. Davis Bacon Act and Copeland Anti-Kickback Act

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act-40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

- a. The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Current applicable wage rates will be attached to the Contract if applicable.
- b. The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
- c. The Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision of Contractor to award contracts or subcontracts must be conditioned upon the acceptance of the wage determination.

Compliance with Copeland Anti-Kickback Act

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

24. Rights to Inventions Made Under a Contract or Agreement

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37CFR Part 401; 2 CFR Part 200, Appendix 11, F).

- The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

25. Subcontracts (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this in all subcontracts.

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

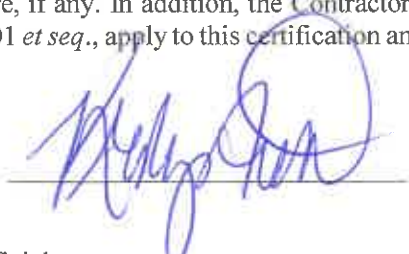
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying

Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official Kristy Fuentes
Vice President, Secretary, Treasurer

Date 3/21/24

- 27. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- 28. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

29. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system

XXIII. PUBLIC RECORDS

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- 1. Keep and maintain public records required by the City in order to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- 4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform

the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

XXIV. ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by both parties.

This Contract constitutes the sole and complete understanding between the parties and supersedes all Contracts between them, whether oral or written with respect to the subject matter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONTRACTOR”

DRC Emergency Services, LLC
An Alabama Limited Liability Company

By: DRC Equity LLC
a Texas Limited Liability Company, it’s Owner

Witnesses:

Lisa Garcia Walsh

Lisa Garcia Walsh, Contracts Manager
(Print or Type Name)

Summer Pierce

Summer Pierce
(Print or Type Name)

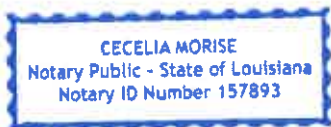
By: *Kristy Fuentes*
Kristy Fuentes, Vice President

STATE OF Louisiana

COUNTY OF Jefferson Parish

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 21st day of March, 2024 by Kristy Fuentes as Vice President of DRC Emergency Services, LLC, an Alabama limited liability company, on behalf of the company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:



Cecelia Morise
NOTARY PUBLIC, STATE OF Louisiana

Cecelia Morise
(Name of Acknowledger Typed, Printed or Stamped)

157893
Commission Number