

RESPONDENT INSTRUCTIONS *Some of the instructions below may not apply to all projects. The scope of work/specifications shall control any conflicting provisions.*

INTRODUCTION

The City of Mexico Beach, Florida, requests proposals from qualified contractors with experience in disaster debris removal and disposal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. This RFP is for Emergency Debris Road Clearance (Push), Debris Removal (including tree and limb removal) and Disaster Debris Management Sites (DDMS). All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. A detailed Scope of Work is provided as Attachment 1 "Scope of Services Scope of Work." This RFP includes a description of the scope of work, proposal instructions, and shall serve as the basis for the selection of one or more firms for the work which shall be done on behalf of the City. Subcontractors may only be teamed with one prime contractor as multiple contracts may be awarded for the work. It is anticipated that the Contractor(s) selected shall enter into an agreement for services with the City for a five (5) year contract term.

The awarded Contractor(s) will not be responsible for the preparation of the Federal Emergency Management Agency (FEMA) Project worksheets and submittals to Florida Department of Emergency Manager (FDEM), FEMA and Federal Highway Administration (FHWA). A city consultant will perform these tasks. The Contractor(s) are responsible to provide full support to the City's consultants and the City for the development of the project worksheets and documentation to support these projects.

QUALIFICATIONS Firms shall have previous disaster debris removal and disposal experience and be familiar with disaster debris removal eligibility criteria outlined by the Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA), Florida Department of Emergency Management (FDEM), and other applicable local, state, and federal regulations.

PROPOSAL DEADLINE/DELIVERY

SEALED PROPOSALS for RFP Disaster Debris Removal and Disposal Services will be received electronically by Adrian Welle, City Clerk, at a.welle@mexicobeachgov.com or by mail, FedEx or hand delivery to Adrian Welle, City Clerk at Mexico Beach City Hall, 201 Paradise Path, Mexico Beach, Florida 32410 until 4:00 PM (central time), December 3, 2018. Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time. Due to current emergency conditions in the City, in the event delivery at City Hall is not possible, please deliver the proposal electronically to a.welle@mexicobeachgov.com. Each Proposal shall be delivered, no later than the Submittal deadline.

Special Accommodation: Any person requiring a special accommodation at a Pre-submittal Conference or Submittal opening because of a disability should call the City Clerk by e-mail or at (850) 648-5700 at least five (5) days prior to the Submittal opening.

SOLICITATION DOCUMENTS Electronic versions of the solicitation documents may be obtained at <http://www.mexicobeachgov.com> or requested by emailing the City Clerk at a.welle@mexicobeachgov.com.

For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the City will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents.

POINT OF CONTACT The City Clerk and City Administrator will be the only points of contact for this RFP. Under no circumstances may a Respondent contact any City Council member or other City employee concerning this RFP until after award. Any such contact may result in disqualification.

QUESTIONS Proposers shall submit all questions, in writing, to the City Administrator, Tanya Castro, at mell@mexicobeachgov.com. All questions shall be submitted no later than 4:00 pm (central time) on November 28, 2018.

ADDENDA If any addenda are issued after the initial specifications are released, the addenda will be posted on <http://www.mexicobeachgov.com> and the City Clerk will make copies of the addenda available via email. It is the responsibility of the proposer prior to submission of any proposal to contact the City Clerk at a.welle@mexicobeachgov.com to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

PROPOSAL FORM To receive consideration, all Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent.

WITHDRAWAL OF PROPOSALS

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 90 days after the date for opening and all Proposals shall be subject to acceptance by the City during this period.

BASIS OF AWARD Contracts will be awarded to the responsive, responsible, qualified Respondent(s) who rank the highest in the evaluation process based on the criteria specified in the evaluation of proposals information enclosed in this Request for Proposals.

RIGHT TO REJECT In accordance with City policies, the City reserves the right to:

- a. reject any or all Proposals received;
- b. select and award any portion of any or all Proposal items;
- c. waive minor informalities and irregularities in the Respondent's Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Proposals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Proposal.

EXECUTION OF AGREEMENT The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the City Administrator all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the City Clerk before the successful Firm may proceed with the work. The term of the contract shall commence upon execution by the City and continue in effect through December 31, 2023. Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

PROPOSAL BOND

Failure to furnish security in the proper form and amount, by the time set for receipt of proposals, shall be cause for rejection of the proposal.

The respondent shall furnish security in the form of a proposal bond. The security will be returned:

- (a) To unsuccessful respondents after award or as soon as practicable after the opening of proposals; and
- (b) To the successful respondent upon full and proper execution of contract documents by both parties and receipt by the City of all required bonds and all required insurance related documents, as required by the proposal as accepted.

The amount of the security shall be not less than \$50,000.

If the successful respondent, upon acceptance of its proposal by the City within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within ten (10) days after receipt of the forms by the respondent, the City may terminate the contract for default.

In the event the contract is terminated for default, the respondent is liable for any cost of acquiring the work that exceeds the amount of its proposal, and the proposal bond is available to offset the difference.

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

PERFORMANCE SECURITY (CONTRACT BOND)

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

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

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

LICENSES Contractor shall be properly licensed to perform work specified in this Request for Proposals. All Respondents are requested to submit any required license(s) with their proposal. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period.

REPRESENTATIONS The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

EMPLOYMENT ELIGIBILITY VERIFICATION Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of: 1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and 2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department. By submission of a proposal in response to this document, the contractor certifies compliance with the above requirements.

HOLD HARMLESS AND INDEMNIFICATION

a. The Contractor shall indemnify and hold harmless the City, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment,

arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person.

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

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

DUTY TO PAY DEFENSE COSTS AND EXPENSES

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

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

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

CONTRACT PRICE Contract price shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, travel, food, and lodging, bonds and miscellaneous items.

CANCELLATION

The City may terminate any contract entered into as a result of this RFP at any time for cause and may also terminate this Contract with or without cause by giving at least thirty (30) days' prior written notice to Contractor. The Contractor may terminate any contract entered into as a result of this RFP at any time by giving at least ninety (90) days prior written notice to the City.

PROTEST A notice of protest must be submitted within three business days after the City Commission's approval of the recommended award. The protest must be in writing, via e-mail or letter and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the purchasing department. Further information may be obtained from the City Clerk.

ACCESS TO RECORDS

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

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

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

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Qualifications and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

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

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

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

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

d. 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.

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

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, Adrian Welle, City Clerk, at 850-648-5700, by email at a.welle@mexicobeachgov.com or via mail, at P.O. Box 13425, 201 Paradise Path, Mexico Beach, FL 32410.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the City must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2018) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the City rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2018) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

PROPOSAL REQUIREMENTS Each Firm's proposal shall include sufficient information to enable the City to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Proposals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb binding. Proposals submitted in 3 ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal.

Proposers should submit one (1) original clearly labeled "Original", five (5) copies clearly labeled "Copy" and one (1) electronic version of the package. The electronic version should be in pdf format on a cd or usb drive. **Due to the current state of emergency, electronic versions submitted via e-mail will be accepted by the City Clerk at a.welle@mexicobeachgov.com.** If the submittal contains confidential information, such information shall be in a separate pdf document. Submittals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Submittals shall be valid to City for a period of ninety (90) days after the opening. Emphasis in each Submittal must be on completeness and clarity of content.

In order to expedite the evaluation of Submittals, it is essential that Respondents follow the format and instructions contained in the RFP.

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

1. Table of Contents (Tab 1)

- a. Clearly identify all sections referenced below.
- b. Sections should be separately tabbed for ease of reference.

2. General Information (Tab 2)

- a. Firm information
 - i. Name, address, phone, fax, email, Federal ID#, and website (if applicable)
 - ii. Date the firm was established under the name given.
 - iii. Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
 - iv. Incorporation by the Secretary of State and any licenses required to perform work.
 - v. Brief history of the firm.
- b. Litigation, disputes, default, & liens Describe and explain any disputes, litigations and defaults, the results and settlements of any prior litigation, arbitration, mediation or other claims for a period of five years prior to submission of the proposal.

3. Approach and Understanding of the Project (Tab 3) – 30 points

- a. The proposal should outline the ability to provide expert guidance with the current FEMA guidelines and regulations as they relate to disaster generated debris.
- b. The proposal should provide a detailed outline of how work will be accomplished, including disposal sites with haul times to those sites that contractor intends to use and has confirmed are licensed and available to contractor.

4. Personnel and Equipment (Tab 4) – 20 points

- a. Provide an organizational chart and resumes for all key personnel and their office addresses. This will include management and technical staff.
 - i. Give brief resume of personnel to be assigned to the project including, but not limited to the following information:
 - (1) Name and title
 - (2) Job assignment for other projects
 - (3) Percentage of time to be assigned full time to this project
 - (4) How many years with this firm
 - (5) How many years with other firms
 - (6) Experience
 - (a) Types of projects
 - (b) Size of projects
 - (c) What were the specific project involvements?
 - (7) Education

(8) Active registration(s) and certification(s) Provide all required licenses and certificates.

(9) Other experience and qualifications that are relevant to this project.

b. Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities, and accountability.

c. List of consultants and subcontractors, if any

i. Name any consultants or subcontractors which are included as part of the proposed team. Describe the proposed role of any persons outside your firm and their related experience. List projects on which your firm has worked with the person/firm in the past.

ii. Provide all required licenses and certificates.

iii. Subcontractor(s) shall only be listed with one firm as multiple contracts may be awarded for work.

d. List and quantity of all equipment available and to be dedicated specifically for work described in this RFP.

5. Project History (Tab 5) – 20 points

Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

a. List projects which best illustrate the experience of your firm and current staff which is being assigned to this project. List no more than 5 projects, and no projects which were completed more than 10 years ago

i. Name and location of the project

ii. The nature of the firm's responsibility on the project

iii. Project owner's representative's name, address, and phone number

iv. Date project was completed or is anticipated to be completed

v. Size of project

vi. Cost of project

vii. Work for which the staff was responsible

viii. Present status of this project

ix. Change Order history showing dollar amounts and time extensions.

x. Project Manager and other key professionals involved on listed project and who of that staff would be assigned to this project.

6. Management Plan (Tab 6) – 10 points Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris in the amount shown below. The plan should include items such as; number and locations of Disaster Debris Management Sites (DDMS), minimum size, type and numbers of hauling equipment, management and supervision staff, and the methodology for scheduling and routing the removal of debris:

DEBRIS TYPE	SCENARIO 1	SCENARIO 2
ALL UNITS IN CUBIC YARDS	VOLUME	VOLUME
Vegetative	14,000	70,000

Construction and Demolition	4,800	24,000
Mixed	1,000	5,000
White Metals	100	500
Hazardous Waste	100	500
TOTAL	20,000	100,000

7. Pricing (Tab 7) – 20 points

The Respondent submitting the lowest total estimated project cost will receive the maximum points for the cost element of the evaluation. The other Respondents' scores will be based on a relative percentage of the dollar amount higher than the lowest price. The Price points will be determined in accordance with the following formula:

Lowest Price - A
 Proposer's Price - B
 Total Possible Points for Price - C
 Points Earned by Proposer - D

$$\frac{A}{B} \times C = D$$

8. Required Additional Forms (Tab 8)

- a. Proposal Form
- b. Addendum Acknowledgement
- c. Anti-Collusion Clause
- d. Conflict of Interest
- e. Drug Free Workplace
- f. Waiver of Exemption of Meetings/Presentations
- g. Proposal Bond
- h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- i. Certification Regarding Lobbying
- j. Sworn Statement on Public Entity Crimes

SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Receipt of proposals – December 3, 2018
- B. Review of proposals on or before December 4, 2018
- C. City Council approval – December 4, 2018

EVALUATION PROCESS AND CRITERIA

Representatives from the City will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

A. Evaluation Committee may consist of 3 or 5 members or the City Commissioners. Initial scoring and final ranking may be determined by separate Evaluation Committees.

B. The City Administrator shall determine the Evaluation Committee(s) that will best serve the needs of the City.

C. Membership of all Evaluation Committees shall be approved by the City Administrator.

D. The City will provide reasonable notice of all meetings, no less than 24 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the City website.

E. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.

F. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.

G. The initial ranking of proposals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFP.

H. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the City Administrator, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.

I. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.

J. Final Ranking. The Evaluation Committee or the City Council, as appropriate, shall rank the firms. The respondents shall be listed in order of preference. The list of best-qualified firms shall be approved by the City Council, as appropriate, prior to beginning contract negotiations.

The City intends to negotiate a contract with the top ranked firm, but may choose to contract with more than one firm.

The provisions of the Request for Proposals and the receipt of submittals from respondents shall not create any legal or other obligation between City and respondents (except as expressly set out in this RFP).

City will make the selections primarily on the basis of the response to this RFP and any further information received from respondents, if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of City. City intends to award this project to the respondents considered by the City to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of City.

INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

- a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- b. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.
- c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on City property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

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

3. INSURANCE - BASIC COVERAGES REQUIRED

- a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.
- b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this agreement, contract, or lease.
- c. Except for workers' compensation, the Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

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

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

f. WORKERS' COMPENSATION COVERAGE The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the City an Affidavit stating that he meets all the requirements of Florida Statute 440. Worker's Compensation – Required limits: Coverage A – Coverage will include statutory requirements Coverage B – Employers Liability \$500,000 each Person \$500,000 each Person by Disease \$500,000 Policy Limit - Disease

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

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

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

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

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

I. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the City of Mexico Beach, P.O. Box 13425, 201 Paradise Path, Mexico Beach, Florida 32410. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the City by the Contractor. The City shall be named as an Additional Insured for both General Liability and Business Auto Liability.

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

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

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

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

4. ADDITIONAL INSURANCE

The City requires the following additional types of insurance.

Contractor's Equipment Coverage

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

PROPOSAL FORM

This proposal of _____,
("Firm") organized and existing under the laws of the State of _____
doing business as _____ (Insert a corporation", "a partnership" or "an
individual" as applicable), is hereby submitted to the City of Mexico Beach, Florida,
("City").

In compliance with the Request for Proposals, this Firm proposes to perform all work as
detailed in this solicitation.

By this Proposal, this Firm certifies, and in the case of a joint proposal each party certifies
as to its own organization, that this proposal has been arrived at independently, without
consultation, communication or agreement as to any matter relating to this solicitation
with any other competitor.

Submitted By: _____
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: _____
Name of Individual Who Prepared This Bid: _____

Contact Email: _____

Address: _____

Phone: _____

Contractor's License No. _____

Signature of Authorized Representative of Firm/Contractor
SEAL: *(If bid is by Corporation)*

Date

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____ DATED
ADDENDUM NO. _____ DATED
ADDENDUM NO. _____ DATED
ADDENDUM NO. _____ DATED
ADDENDUM NO. _____ DATED

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 648-5700 or email at a.welle@mexicobeachgov.com prior to submitting your Proposal to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any City Councilor(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a city employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

DRUG FREE WORKPLACE

To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:
(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2018), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The City encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

_____ Waive all requirements to keep such meetings and negotiations exempt from public meeting laws.

_____ Maintain all requirements to keep such meetings and negotiations exempt from public meeting laws.

INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM

PROPOSAL BOND

BY THIS BOND, We, _____ as Principal and _____, a corporation, as Surety, are bound to the City of Mexico Beach, Florida, as City, in the sum of \$50,000.00 for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION of this bond is such that

1. The Principal has submitted to the City a certain Proposal dated _____.

2. If said Proposal shall be rejected, or, if said Proposal shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Proposal, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the City may accept such Proposal; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered in three (3) counterparts on _____.

CORPORATE PRINCIPAL

By: _____ Attest: _____
Its: _____ Seal: _____

Acknowledged and subscribed on _____, before the undersigned authority by _____, as the _____ of the Corporation named as Principal and with due authorization of the Corporation.

Notary Public

SURETY

By: _____ Attest: _____
Countersigned: _____ Seal: _____
By: _____
Attorney-in-Fact, State of Florida

PUBLIC CONSTRUCTION BOND (Not required unless firm is selected)

Bond No. _____ (enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to the City of Mexico Beach, FL, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. DATED ON _____, (Name of Principal) By (As Attorney in Fact) (Name of Surety) Disaster Debris Disposal and Removal Services 32 NOTICE OF CONTEST OF CLAIM AGAINST PAYMENT BOND To: (Name and address of claimant) You are notified that the undersigned contests your notice of nonpayment, dated _____, and served on the undersigned on _____, and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice. DATED on _____ . Signed: (Contractor or Attorney)

WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (PROGRESS PAYMENT) The undersigned, in consideration of the sum of \$ _____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to (insert the name of your customer) on the job of (insert the name of the owner), for improvements to the following described project: (description of project) This waiver does not cover any retention or any labor, services, or materials furnished after the date specified. DATED ON _____, . (Claimant) By: WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT) The undersigned, in consideration of the final payment in the amount of \$ _____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to (insert the name of your customer) on the job of (insert the name of the owner), for improvements to the following de

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By _____
Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

FEMA Project Number

City, State, Zip

Date

**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 certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Mexico Beach, Florida, a Municipal Corporation, P.O. Box 13425, 201 Paradise Path, Mexico Beach Florida 32404 by _____
[print individual's name and title]

for _____ whose business
[print name of entity submitting sworn statement]

address is _____

and (if applicable) it's Federal Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement
_____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

**City of Mexico Beach
November 2018 Debris Removal RFP**

Sworn to and subscribed before me this ___ day of _____, 20__ . Personally known _____ or produced
Identification

[Type of identification]

Notary Public - State of _____

My Commission expires:

[Signature of Notary]

**[Printed, typed or stamped commissioned
name of Notary Public]**

ATTACHMENT 1 SCOPE OF SERVICES SCOPE OF WORK

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

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

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

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

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

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

- Clearing and/or removing debris from the public right-of-way, streets and roads or privately owned property as required to secure the public safety;

- Management and operation of storage and debris reduction sites to accept, process, reduce, incinerate (with County approval) and dispose of event related debris;
- As directed, demolition and removal of condemned structures and buildings that pose a threat to public safety as a result of the event;
- Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal;
- Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, waste debris reduction, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the events.
- Removal of sand and earthen materials from roads, streets and rights-of-way. Documentation Management and Support activities include, but are not limited to:
 - Assisting the City in preparation of FEMA and State reports for reimbursement, including training of City employees and review of documentation prior to submittal;
 - Working closely with City, County and State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition and all supporting data meet each agency's requirements for reimbursement eligibility;
 - Providing lift equipment for site monitors, load tickets, field inspection reports and other data sufficient to provide substantiation for FEMA and State reimbursement.

Additional support may include providing technical expertise, guidance and participation in the following areas:

- Damage assessment to include plan development, procedure development, staff training and staff augmentation;
- Comprehensive mitigation program to include mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation;
- Develop debris plan to include staff training;
- Provide technical support and assistance in developing and dispersing public information.

MOBILIZATION - Emergency Debris Road Clearance

The Contractor shall mobilize management staff to Mexico Beach within twelve (12) hours following notification of need.

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

MOBILIZATION - Debris Removal / DDMS Management

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

Debris Removal from Public Rights-of-Way

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

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

Should an imminent threat to life, safety and health to the general public be present on private property or publicly owned property as reference above, the Contractor as identified by and directed by the City, will accomplish the demolition of structures and the removal and relocation of the debris to the public rights-of-way. This service shall commence upon receipt by Contractor from the City the completed right of entry forms, hold harmless agreements, the nonduplication of benefits agreements, an address specific task order and the physical marking of each structure by the City. The Contractor will place all debris collected through this process in the public rights-of-way where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. The City feels that it is in the best interest of the health and safety of its citizens to provide this service. Heavily damaged, condemned, partially standing structures may be tasked to the contractor to demolish and relocate to the public rights-of-way for loading and hauling or may be loaded onsite based on site conditions. All utility hook ups shall be capped and disconnected by the contractor.

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

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

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

HAND LOADING

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

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

SUBCONTRACTORS

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

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

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

In its proposal to the City, the Contractor will provide information as to what percentage of work described herein will be subcontracted.

COSTS FOR SCOPE OF WORK

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

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

MODIFICATION OF WORK

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

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

Upon written instruction by the City, the Contractor shall suspend work on any portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written Amendment or Change Order has been issued and signed by each of the parties.

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

FINAL PAYMENT

It is anticipated that for a Category 3 (or less) hurricane that work shall be complete within sixty (60) days of initial Notice to Proceed. More severe storms are anticipated to take longer to complete.

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

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

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

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

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

contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

AS AN EXAMPLE, THE FOLLOWING STAFFING REQUIREMENTS WILL PROVIDE FOR A CATEGORY 3 HURRICANE WITH TWO (2) PRIMARY STORM DEBRIS COLLECTION SITES. EACH COLLECTION SITE WILL BE IN OPERATION FROM DAWN TO DUSK, SEVEN (7) DAYS A WEEK.

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

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

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

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

MINIMUM LEVEL OF SERVICE

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

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

LIQUIDATED DAMAGES Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to START the Work within the 72-hours specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, that the City reserves the right to assess damages in the event that the Contractor response is not timely in accordance with the terms of this Agreement and the Contractor agrees to pay the City said sum for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for STARTING the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a START date are of a kind difficult to accurately estimate, and the Contractor further agrees that \$10,000 per day is reasonable of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

MOST FAVORABLE PRICING

By submitting a response to this Request for Proposal, the contractor guarantees the City that the prices reflected in this proposal are no higher than those charged the Contractor's most favored customer for the same or substantially similar service.

ACCIDENT PREVENTION

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

GENERAL REQUIREMENTS

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

1. Contractor's Name
2. Report Date
3. Location of completed work
4. Location of work for next day
5. Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
6. List of roads that were cleared (Emergency Clearance)
7. Number of Crews (including number of trucks and loading equipment)
8. Daily and cumulative totals of debris removed, by category
9. Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)

10. Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
11. Number of hazardous trees and hanging limbs removed.
12. Problems encountered or anticipated DUMPSITES (DDMS Sites) The Contractor shall use only debris dumpsites designated by the City. The dumpsite operator/contractor will direct all dumping operations. The Contractor shall cooperate with the dumpsite operator/contractor to facilitate effective dumping operations. The City makes no representations regarding the turn-around time at the dumpsites.

OTHER CONSIDERATIONS

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. The Contractor must be duly licensed in accordance with the state and local statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the City.

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 subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

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

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

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

The Contractor is encouraged to employ experienced and qualified local subcontractors.

OTHER CONTRACTS Other contracts may be issued for the purpose of removing disaster related debris within the City. The City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this contract.

EQUIPMENT The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal of all non-grindable or nonburnable debris and ash residue, and any other equipment which may be necessary for the performance of this contract.

Prior to commencing debris reduction and disposal operations, the Contractor shall present to the City, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower, (including all air-curtain incinerators). All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations.

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

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

All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to hold the tailgate securely closed during transit, rubber bungee cords will not be permitted. The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The City reserves the right to refuse equipment that is demand unsafe or inadequate. All equipment used for hauling debris shall be measured and marked for its load capacity.

The Contractor shall supply pre-approved measurement forms for each hauling container used under this contract. Prior to commencing debris removal operations, the Contractor shall present to the City all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking. Trucks and trailers designated for use under this contract shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractors name, individual and unique identification number and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this contract.

Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber tired equipment must be approved by the City. Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the City. Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all

trailers. The GVWR shall be a minimum of 10,000 lbs on all trailers. All trailers must have a legible manufacture's identification plate with ratings.

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

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

At a minimum each ticket will contain the following information:

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

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

The Debris Removal Contractor will not be permitted to unload the debris at a DDMS/dump site without an approved Load Ticket that was supplied by their assigned monitor. The Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the City. The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the DDMS sites. The DDMS Site Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.

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

The Contractor shall keep a daily updated log, in each DDMS site inspection tower, of all loads received, including the total volume of debris in each load. The Contractor shall provide a copy of all daily log sheets at the end of each business day.

TRAFFIC CONTROL

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

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

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

HAZARDOUS WASTE SPILLS – if applicable

The Contractor shall be responsible for reporting to the City and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the City. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.

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

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

- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

IMMEDIATE TASK ORDER, SCOPE OF WORK FOR DEBRIS REMOVAL WITHIN WATERWAYS

The City has a sandy beach fronting the Gulf of Mexico for much of its width as well as a large canal used for recreational and commercial boats. These areas as well as other wet areas have been impacted with Hurricane Michael debris. The selected contractor immediately will be tasked with removing construction and demolition debris deposited by Hurricane Michael within all water ways located within the limits of the City of Mexico Beach to alleviate hazardous conditions that were a result of Hurricane Michael and to restore water ways to pre-hurricane drainage conveyance. These water ways include the wet ditches/canals throughout the City and includes removal of debris on the beaches and immediately seaward of the Mean High Water Line (MHWL) along the beach, within City limits. This scope of work encompasses approximately 27,000 linear feet of debris removal within canal/wet ditches and approximately 16,550 linear feet of debris removal along the beach. The Contractor shall utilize appropriate methods including, but not limited to, sonar and divers in order to locate submerged debris within the waterways and along banks. All debris shall be legally transported and appropriately disposed of in an upland site, permitted by the Florida Department of Environmental Protection (FDEP) (or applicable state agency) for C&D (Construction and Demolition) disposal. Removal of any debris from the water ways, Gulf of Mexico, and beach shall comply with the conditions issued in the Emergency Final Order for Hurricane Michael issued by the Florida Department of Environmental Protection, OGC No. 18-1335, dated October 8th, 2018. In addition, the Contractor shall adhere to all conditions listed in the FDEP acknowledgement of authorization under the EFO addressed to the City of Mexico Beach and dated November 9th, 2018.

The contractor shall provide a brief debris management plan specific to the water way removal. Each aspect of the plan shall be site specific to the conditions that exist within the City of Mexico Beach's water ways. Qualified bidders are strongly encouraged to view the water ways included in this scope when developing debris estimates.

Root balls which have been dislodged will be cut off as close to the root ball as possible and put back into the void in the bank in order to reduce risk of scouring and erosion along banks. The contractor shall not dig into the channel slopes or bottom of the bank while removing debris. Water way debris in navigable canals and water ways shall be collected using barges and marsh buggys where feasible and debris shall be transported by barge to prospective offload sites for transfer to land or to each load out site. Debris taken from waterways will be transferred to debris trucks or to an upland location for collection by a debris truck. The unit price for water way debris removal includes the work required to transfer the debris to debris truck or upland collection site. Once "wet" debris is loaded into debris truck, the debris will be hauled using the rate for public rights-of-way debris removal. Each crew performing water way debris removal shall provide debris hauling trucks such that debris can be accurately measured for payment.

The requirements for hazardous waste spills apply to water ways debris removal. Therefore, it is the contractor's responsibility to inspect all equipment prior to use within the water ways in order to ensure release of oils, gasoline, or diesel is avoided. Release or contamination shall be the responsibility of the contractor. When removing vehicles from the water ways, care shall be taken to avoid further contamination of the water ways. Under water chainsaws will be operated using vegetable oil in place of hydraulic oil to avoid polluting the water ways. In addition, all Best Management Practices shall be the responsibility of the contractor in order to minimize erosion and sedimentation and to catch floating debris.

Sunken vessels shall be removed by air bag extraction to float the vessel from the bottom of the canal or by crane.

The contractor shall deploy divers to inspect all sunken vessels and vehicles for human remains. In addition, crews removing debris from water ways will have spotters to monitor debris fields as they are removed from the water in order to spot human remains and to identify hazardous conditions.

Crews shall track "cleaned" water ways and provide progress to the City on maps. Crews will have monitors visually inspect and sign off on increments of the water ways which have been completed prior to moving to the next segment. Unit of measure for "wet" debris shall be by cubic yard.

For water ways that must be accessed by land, the contractor shall be responsible for clearing access to the water way while minimizing impact to the stabilization of banks. On private property, the contractor shall minimize clearing to only what is necessary to access the water ways. Debris removal from water ways accessed by land shall apply the unit price for public rights-of-way debris removal. Debris will be sorted and construction and demolition debris, vegetative debris, cars, boats, and white goods. The contractor shall be responsible for utilizing Best Management Practices to repair disturbance to the banks in order to prevent erosion. Contractor shall provide protective measures to disturbed banks including but not limited to, silt fence, hay bales, and establishing vegetation, etc. It shall be the responsibility of the contractor to remove these temporary measures when work is completed in order to ensure proper drainage of the water ways.

All cars and jet skiis (registered vehicles) shall be paid each to be removed from the water ways and stored at an offsite upland area until the owners are contacted. All boats removed shall be paid per linear foot and shall also be stored at an offsite upland area until the owners are contacted.

The City does not anticipate tasking the selected contractor to perform dredging and, instead, intends to hire a separate dredging company.

ATTACHMENT 2

FEDERAL REGULATIONS CONTRACT REQUIREMENTS 2 C.F.R §200.317-326 FOR DEBRIS REMOVAL SERVICES

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. 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.

REMEDIES

The parties are entitled to all available legal remedies under Florida law for a breach of this contract or for a breach of Contractor's standard of care.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement 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>.

TERMINATION FOR CONVENIENCE The City may terminate any awarded contract at any time for any reason by giving at least thirty (30) days notice in writing to the awarded bidder. If the contract is terminated by the City as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

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

reasonable damages suffered by the City by reason of the awarded bidder's failure to comply with the awarded contract.

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

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

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

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL OPPORTUNITY CLAUSES

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

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH DAVIS-BACON ACT

(1) Contractor. The contractor shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.

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

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

COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT

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

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-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 Disaster Debris Disposal and Removal Services 53 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.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

CLEAN AIR ACT

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

(2) 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 City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

FEDERAL WATER POLLUTION CONTROL ACT

(1) 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) 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 City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

ENERGY EFFICIENCY AND CONSERVATION ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

CHANGES

Changes that alter the method, price, or schedule of the work without breaching the contract may only be by written amendment, executed with the same formality as the contract.

ACCESS TO RECORDS. THE FOLLOWING ACCESS TO RECORDS REQUIREMENTS APPLY TO THIS AGREEMENT:

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

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

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

DHS Seal, Logo, and Flags.

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

SUSPENSION AND DEBARMENT

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

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

(3) This certification is a material representation of fact relied upon by 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 of Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

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

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (AS AMENDED)

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

CONFLICTS OF INTERESTS; GIFTS

The parties have followed and agree to continue to follow Chapter 112, Florida Statute, standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts; the standards regarding solicitation and/or acceptance of gratuities, favors, or anything of monetary value from contractors or parties to subcontracts; and for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

Attachment 3
PRICE SCHEDULE

ATTACHMENT 3

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

PRICE SCHEDULE

Items will be used for evaluation purposes only. The quantities provided below are estimates only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead, and profits.

ELIGIBLE VEGETATIVE DEBRIS REMOVAL Work consists of the collection of transportation of Eligible Vegetative Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		627	
16-30 miles		8,467	
31-60 miles		8,467	
61+ miles		627	
		18,188	

ELIGIBLE C&D DEBRIS REMOVAL Work consists of the collection of transportation of Eligible C&D Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		30,470	
16-30 miles		274,220	
31-60 miles		274,220	
61+ miles		30,470	
		609,380	

ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF NON-RACM STRUCTURES Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		7,000	
16-30 miles		30,000	

31-60 miles		7,000	
61+ miles		7,000	
		51,000	

ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF RACM STRUCTURES Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		7,000	
16-30 miles		30,000	
31-60 miles		7,000	
61+ miles		7,000	
		51,000	

DDMS SITE MANAGEMENT, OPERATIONS AND REDUCTION Work consists of managing and operating DDMS sites and reducing Eligible disaster debris through grinding or source separation and reduction. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Grinding, including site management and reduction		12,171	

DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS THROUGH AIR CURTAIN INCINERATORS Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through air curtain incinerators. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Waste Only		5,645	

DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE	Price per CY	Estimated Total Units	TOTAL
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DEBRIS THROUGH CONTROLLED OPEN BURNING Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by City.			
Vegetative Waste Only		1,000	
HAUL-OUT OF REDUCED ELIGIBLE DEBRIS TO A COUNTY DESIGNATED FINAL DISPOSAL SITE Work consists of loading and transporting reduced Eligible disaster related debris from a City approved DDMS site to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		1,040	
16-30 miles		9,351	
31-60 miles		9,351	
61+ miles		1,040	
		20,782	

REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND HANGING LIMBS Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the ROW for collection under the terms and conditions of Scope of Services, Eligible Vegetative Debris Removal.	Price per Tree	Estimated Total Units	TOTAL
6 inch to 12 inch diameter		29	
13 inch to 24 inch diameter		29	
25 inch to 36 inch diameter		29	
37 inch to 48 inch diameter		29	
49 inch and larger diameter		29	
Hazardous Hanging Limb Removal larger than 2 inches diameter		130	
		275	

REMOVAL OF ELIGIBLE HAZARDOUS STUMPS Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DDMS site or City Final	Price per Stump	Estimated Total Units	TOTAL
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Disposal Site. Contractor to backfill all stump holes.			
25 inch to 36 inch diameter		10	
37 inch to 48 inch diameter		10	
49 inch and larger diameter		10	
		30	

TRANSPORT & DISPOSAL Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW). City to designate specific materials to be collected as part of HHW program.	Price per CY	Estimated Total Units	TOTAL
		100	

ELIGIBLE ROW WHITE GOODS DEBRIS REMOVAL Work consists of the removal of Eligible White Goods from the ROW to a designated City approved DDMS Site. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of Eligible White Goods from the designated County approved DDMS site to an approved designated facility for recycling. Contractor shall record any revenue resulting from recycling efforts as a credit to the City on invoices.	Price per Unit	Estimated Total Units	TOTAL
Refrigerators, freezers, and other items requiring refrigerant recovery and decontamination		2,239	
All other white goods		2,239	
		4,478	

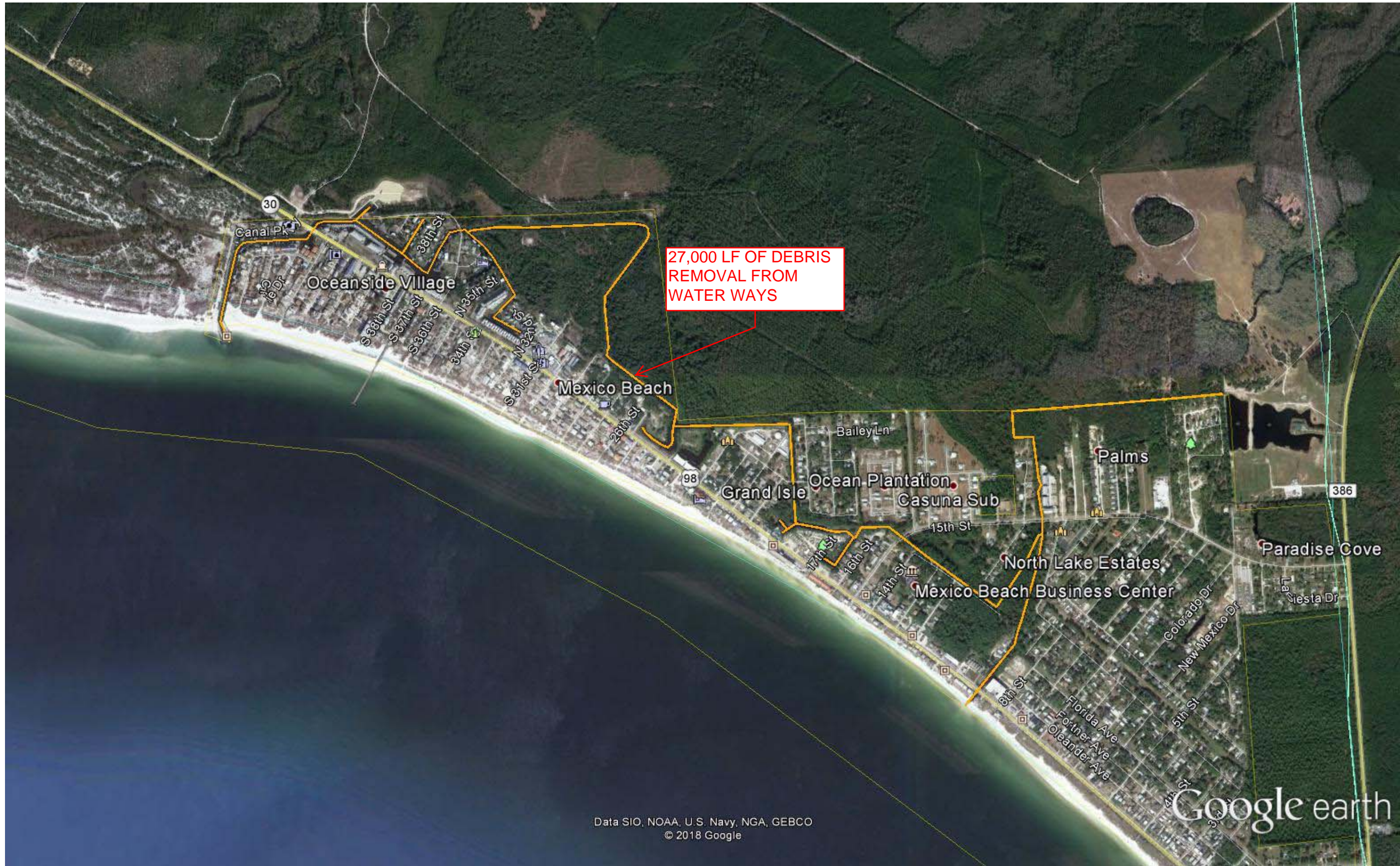
ELIGIBLE E-WASTE ITEM REMOVAL Work consists of the recovery and disposal of televisions, computers, computer monitors unless otherwise specified in writing by the City.	Price per Unit	Estimated Total Units	TOTAL
Cost per unit		100	

ELIGIBLE DEAD ANIMAL CARCASSES Work consists of the recovery and disposal of dead animal carcasses.	Price per Unit	Estimated Total Units	TOTAL
Small animals less than 100 pounds		95	
Large animals more than 101 pounds		5	
		100	

WATERWAYS DEBRIS REMOVAL Work consists of the removal, transportation and lawful processing and/or disposal of debris collected from waterways and drainage systems to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
Cubic yard, land based removal		38,768	
Cubic yard, aquatic based removal		38,768	

SOIL/SAND/BEACH SCREENING Work consists of the collection of Eligible debris laden sand from City beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand pile, transportation of sand back to the City beach and shaping sand to final grade	Price per CY	Estimated Total Units	TOTAL
Cubic yard		3,876	

ROCK-RUBBLE Work consists of the collection of rock and rubble, transport, and disposal in a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
Cubic yard		29,792	



27,000 LF OF DEBRIS
REMOVAL FROM
WATER WAYS



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

November 9, 2018

Tanya Castro, Interim City Administrator
201 Paradise Path
P.O. Box 13425
Mexico Beach, FL 32410

Subject: Debris removal from the beach and potentially immediately offshore
Use of the Joint Coastal Permit Component of the Hurricane Michael
Emergency Final Order

Dear Ms. Castro:

The Department has received your application to use the Joint Coastal Permit (JCP) Component of the Hurricane Michael Emergency Final Order (EFO). The request is to remove debris from the City beach and from areas along the beach seaward of the Mean High Water Line (MHWL) to alleviate hazardous conditions that were a result of Hurricane Michael.

Your application has addressed the required criteria for the authorization under the EFO as follows:

- (1) The application must be received by the Division of Water Resource Management within 30 days of issuance of this Order.

The application was received on November 5, 2018 prior to the extended effective date of November 8, 2018.

- (2) The hazardous conditions are a result of the Hurricane identified in this Order and did not exist prior to the Hurricane.

The City will remove only debris which has accumulated due to Hurricane Michael.

- (3) The proposed measures are limited to the minimum amount necessary to alleviate the hazardous conditions by temporarily stabilizing the structure or clearing the channel, until a JCP can be processed to address the long-term repair;

The City will remove all debris associated with Hurricane Michael. No further activities are required or necessary under this authorization.

- (4) Fill material shall not extend seaward of the MHWL that existed immediately before the Hurricane;

Fill is not requested as part of this emergency authorization.

- (5) Navigational dredging shall not exceed channel depths that existed immediately before the Hurricane;

Navigational dredging will not be conducted under this emergency authorization. The City will re-open the canal under the authority of its JCP.

- (6) Reconstruction of non-water-dependent structures on sovereign submerged lands unless authorized in a current sovereign submerged lands lease issued by the Department is prohibited;

Reconstruction of non-water dependent structures on sovereign submerged lands is not requested as part of this emergency authorization.

- (7) Fill may only be placed seaward of the MHWL to temporarily stabilize an upland structure if that structure is in danger of imminent collapse and was located behind the primary dune line prior to the Hurricane. The amount of fill allowed is the minimum necessary for the stabilization of the structure;

Fill is not requested as part of this emergency authorization. Dredged beach compatible fill will be placed on the beach in accordance with the City's current and forthcoming Joint Coastal Permit in order to address the storm impacted areas of the beach.

- (8) The placement of fill may only extend the MHWL seaward of the current (post-Hurricane) location if the applicant provides proof that the riparian owner(s) has obtained a disclaimer under Rule 18-21.019, Florida Administrative Code (from the Department's Division of State Lands) for the proposed project site, a memorandum from the Department's Division of State Lands acknowledging the Hurricane-related occurrence of avulsion for the proposed project site, or documentation from the Department that a valid erosion control line has been established at the fill site;

As staff to the Board of Trustees, the Department has reviewed this request and determined that the debris removal activity qualifies for a Letter of Consent to use sovereign, submerged lands, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

Therefore, consent is hereby granted, pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

- (9) Any fill material placed on the beach shall meet the criteria for beach-quality sand in Section 62B-41.007(2)(j), Florida Administrative Code;

Fill is not requested as part of this emergency authorization.

- (10) The proposed measures shall not cause water quality violations outside of the mixing zone, established pursuant to Rule 62-4.244, Florida Administrative Code; and

The debris removal activities are not expected to generate any significant turbidity.

- (11) The proposed measures shall not adversely affect hardbottom communities, seagrass communities or functional marine turtle nesting habitat that existed before the Hurricane and shall not contribute to erosion of adjacent properties.

The proposed activity will not adversely affect existing seagrass communities. Should seagrass be encountered, the City will attempt to remove debris without disturbing the seagrasses. The City will follow the conditions of its current permit regarding marine sea turtle nesting.

The Department and FWC recommend that you also adhere to these following conditions:

- (12) If a marine turtle or manatee are detected within 50-feet of the operation all in-water operations, including vessels, shall be shut down. Activities shall not resume until the animal has moved beyond the 50-foot radius or until 30 minutes has elapsed since the animal has appeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving. All on-site project personnel are responsible for conducting observation for marine turtles and manatees during water-related activities.
- (13) Any collision with, or injury to, a marine turtle or manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922, and to FWC at ImperiledSpecies@myFWC.com. In addition, any collision or injury to a marine turtle shall also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@myfwc.com.

Having provided reasonable assurance that the proposed project meets these criteria, you are authorized to conduct the proposed sand placement under the EFO. This work shall be subject to the General Conditions listed in the attached EFO.

This emergency authorization shall expire 90 days after issuance. However, if work under this authorization needs to be conducted beyond 90 days, the City may request an extension, and the Department may approve a necessary extension in writing.

Sincerely,



Gregory W. Garis
Program Administrator
Beaches, Inlets and Ports Program
Division of Water Resource Management

Attachments: Hurricane Michael Emergency Final Order
Request for Emergency Authorization email.

cc: Martin Seeling, DEP
James Martinello, DEP
Jennifer Steele, DEP
Bob Brantly, DEP
Scott Woolam, DEP

Kristen Sella, FWC
marineturtle@myfwc.com
fwcconservationplanning@myfwc.com
Mell Smigielski, City of Mexico Beach
Dina Bautista, Dewberry

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.


Avery Lehmann
Clerk

11/09/2018
Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In re:

**EMERGENCY AUTHORIZATION FOR
REPAIRS, REPLACEMENT,
RESTORATION, AND CERTAIN
OTHER MEASURES MADE NECESSARY
BY HURRICANE MICHAEL**

OGC NO. 18-1335

EMERGENCY FINAL ORDER

Under Sections 120.569(2)(n), 252.36 and 252.46, Florida Statutes, and upon consideration of the State of Florida Executive Order No. 18-276 and 18-277 and the following findings of fact, the State of Florida Department of Environmental Protection (Department) enters this Emergency Final Order (Order), including Findings of Fact and Conclusions of Law, in response to the imminent or immediate danger to the public health, safety, and welfare of the citizens of the State of Florida caused by Hurricane Michael (hereinafter "Hurricane").

FINDINGS OF FACT

1. On October 8, 2018, Hurricane Michael formed off the coast of Mexico and heading northward into the Gulf of Mexico. The National Hurricane Center forecasts that the Hurricane will increase in intensity as it moves through the Gulf of Mexico and may become a major hurricane before making landfall on Florida's Gulf Coast. There is an increasing risk of dangerous storm surge, rainfall, strong winds, hazardous seas, and the potential for tornadic activity for portions of Florida's northern Gulf Coast. The Hurricane is likely to cause widespread damage within the following counties: Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, Gadsden, Liberty, Franklin, Leon, Wakulla, Jefferson, Madison, Taylor, Hamilton, Suwannee,

Lafayette, Dixie, Columbia, Gilchrist, Levy, Citrus, Baker, Union, Bradford, Alachua, Hernando, Pasco, Pinellas, Hillsborough and Manatee, which shall constitute the specific area covered by this Order. This area shall herein be referred to as the "Emergency Area."

2. By State of Florida Executive Order No. 18-276 and 18-277, the Governor declared that a state of emergency exists throughout Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, Gadsden, Liberty, Franklin, Leon, Wakulla, Jefferson, Madison, Taylor, Hamilton, Suwannee, Lafayette, Dixie, Columbia, Gilchrist, Levy, Citrus, Baker, Union, Bradford, Alachua, Hernando, Pasco, Pinellas, Hillsborough, and Manatee counties, based upon the serious threat to the public health, safety and welfare posed by the Hurricane.

3. The Department finds that the Hurricane creates a state of emergency posing an imminent danger to the public health, safety, welfare and property throughout the Emergency Area. As a result of the emergency, immediate action by Florida's citizens and government may be necessary to repair, replace and restore structures, equipment, surface water management systems, works, and other systems damaged by the Hurricane.

4. The Department finds that an emergency authorization is required to address the need for immediate action because the normal procedures for obtaining the necessary authorizations would not result in sufficiently timely action to address the emergency.

5. The Department finds that immediate, strict compliance with the provisions of the statutes, rules, or orders noted within this Order would prevent, hinder, or delay necessary action in coping with the emergency, and that the actions authorized under this

Order are narrowly tailored to address the immediate need for action and are procedurally appropriate under the circumstances.

CONCLUSIONS OF LAW

1. Based on the findings recited above, it is hereby concluded that the emergency caused by the Hurricane poses an immediate danger to the public health, safety, or welfare and requires an immediate order of the Department.

2. Under State of Florida Executive Order Nos. 18-276 and 18-277, and Sections 120.569(2)(n), 252.36 and 252.46, Florida Statutes, the Secretary or designee of the Department is authorized to issue this Order.

3. Suspension of statutes and rules as noted within this Order is required so as not to prevent, hinder, or delay necessary action in coping with the emergency.

THEREFORE, IT IS ORDERED:

A. WASTE MANAGEMENT

Within the Emergency Area:

1. Storage Tank Systems

a. Owners and operators of storage tank systems, regulated under Chapters 62-761 and 62-762, Florida Administrative Code, and their licensed engineers and contractors, are authorized to make all necessary repairs to restore essential services and repair or replace (as necessary) all structures, equipment, and appurtenances of the systems to their pre-Hurricane permitted or registered condition without prior notice to the Department. Within 30 days of commencing the work of such repair or replacement, however, the owner or operator shall notify the Department in writing, describing the nature of the work, giving its Department Facility Identification Number for the location,

and providing the name, address, and telephone number of the representative of the owner or operator to contact concerning the work.

b. **Petroleum Contact Water:** Owners and operators of underground petroleum storage tank systems impacted by the Hurricane are authorized to discharge petroleum contact water, as defined in Rule 62-740.030, Florida Administrative Code, to impervious surfaces under the following conditions for only the first 30 days from the initial issuance date of this Order:

- (1) No discharge shall exceed 25 gallons in volume;
- (2) There shall be no visible sheen, sludge or emulsion in the petroleum contact water;
- (3) The discharge shall not reach a surface water of the state or stormwater management system.

The removal of petroleum contact water not meeting the above criteria shall be removed by vacuum truck for proper disposal pursuant to Chapter 62-740, Florida Administrative Code, or by separate authorization by contacting the Department's Division of Waste Management by mail at 2600 Blair Stone Road, Mail Station 4525, Tallahassee, Florida 32399-2400 or telephone at 850/245-8842.

2. **Solid Waste Management**

a. Field authorizations may be issued prior to or following a site inspection by Department personnel or a delegated local program for staging areas (also referred to as DDMSs – Disaster Debris Management Sites) to be used for temporary storage and chipping, grinding or burning of Hurricane-generated debris. Field authorizations should be requested by the local, state or federal government entity responsible for disaster

debris management within the jurisdiction and may be requested by providing a notice to the local office of the Department containing a description of the staging area design and operation, the location of the staging area, and the name, address, and telephone number of the site manager. Written records of all field authorizations shall be created and maintained by Department staff. Field authorizations may include specific conditions for the operation and closure of the staging area and may include a required closure date which extends beyond the expiration date of this Order. Staging areas shall avoid wetlands and other surface waters to the greatest extent possible; such areas that are used or affected must be fully restored upon cessation of use of the area. Staging areas must cease operation, and all Hurricane-generated debris must be removed from the site by the date specified in the field authorization. Failure to comply with the conditions of the field authorization, or failure to adequately close the site by the required closure date, may result in enforcement actions by the Department. Field authorizations issued prior to the effective date of this Order remain in effect but may be modified by the Department to include conditions and closure dates as specified herein.

b. Hurricane-generated vegetative debris which is managed at an authorized staging area may be disposed of in permitted lined or unlined landfills, permitted land clearing debris facilities, or permitted construction and demolition debris disposal facilities. Such vegetative debris may also be managed at a permitted waste processing facility or a registered yard trash processing facility in accordance with the terms of the applicable rules and permit conditions.

c. Construction and demolition debris that is mixed with other Hurricane-generated debris need not be segregated from other solid waste prior to disposal in a

lined landfill. Construction and demolition debris that is either source-separated or is separated from other Hurricane-generated debris at an authorized staging area, or at another area specifically authorized by the Department, may be managed at a permitted construction and demolition debris disposal or recycling facility upon approval by the Department of the methods and operational practices used to inspect the waste during segregation.

d. Except as otherwise specifically provided herein, Hurricane-generated debris shall be disposed of in a Class I landfill or, except for asbestos-containing materials, in a waste-to-energy facility. Non-recyclables and residuals generated from segregation of Hurricane-generated debris shall also be disposed of in a Class I landfill or waste-to-energy facility.

e. Ash residue generated from incineration or burning of Hurricane-generated vegetative debris in accordance with Section B of this Order may be disposed of in a permitted disposal facility or may be land spread in any areas approved by local government officials except in wellfield protection areas or water bodies.

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

g. Unsalvageable refrigerators and freezers containing solid waste such as rotting food that may create a sanitary nuisance may be disposed of in a Class I landfill, provided, however, that chlorofluorocarbons and capacitors must be removed and recycled to the greatest extent practicable using techniques and personnel meeting the requirements of 40 CFR Part 82.

h. Permitted landfills, waste-to-energy facilities, and transfer stations which accept Hurricane-generated debris in accordance with the terms of this Order may accept Hurricane-generated debris for disposal or storage without the need to first modify existing solid waste permits or certifications. Operators of landfills shall seek modifications of their existing permits to address any long-term impacts of accepting Hurricane-generated debris on operations and closure that are not addressed in existing permits. Long-term impacts are those which will extend past the expiration date of this Order. The requests for modification shall be submitted as soon as possible, but no later than the expiration date of this Order. No permit fee will be required for any modifications necessitated solely by the Hurricane cleanup activities. This paragraph does not authorize the permanent lateral or vertical expansion of any facility beyond its permitted limits.

i. Domestic wastewater biosolids may be disposed of in Class I landfills even if such biosolids meet the definition of a liquid waste found in Rule 62-701.200(72), Florida Administrative Code, provided that such disposal is approved in advance by the Department and that the material is managed to the extent practicable so as to minimize liquid content, odors and runoff.

j. An air curtain incinerator may be used at any staging area, permitted landfill, waste-to-energy facility, registered yard trash processing facility, or transfer station so long as the air curtain incinerator is located at least 300 feet from any occupied building and 50 feet from any wildlands, brush, combustible structure, or paved public roadway and the operation of the air curtain incinerator is authorized under the authority of the Florida Forest Service within the Department of Agriculture and Consumer Services. The

use of an air curtain incinerator must also meet the requirements of subsection B.1. of this Order.

k. Open pile burning may be conducted at any staging area other than staging areas located at permitted landfills or permitted disposal facilities, so long as the pile burn is located at least 300 feet from any occupied building, 100 feet from any paved public roadway, and 50 feet from any wildlands, brush, or combustible structure and the open pile burning is managed or authorized under the authority of the Florida Forest Service within the Department of Agriculture and Consumer Services. Open pile burning must also meet the requirements of subsection B.2. of this Order.

3. Hazardous Waste Management

A blanket approval of time extensions under Chapter 62-730, Florida Administrative Code, is necessary within the Emergency Area for hazardous waste generators for the storage of their hazardous wastes on-site, pending the cleanup of any Hurricane damage and restoration of essential services. The rules authorize a 30-day extension because of unforeseen and uncontrollable circumstances such as the Hurricane. Therefore, to avoid having to issue a potentially large number of individual approvals on a case-by-case basis and waste limited agency resources during the time of emergency, the Department authorizes a general extension of time of 30 days from the expiration of this Order for all such hazardous waste generators within the Emergency Area for the storage of their hazardous wastes on-site.

B. AIR RESOURCE MANAGEMENT

Within the Emergency Area:

1. Air Curtain Incinerators

a. Air curtain incinerators may be used in the Emergency Area for a period of up to six months without a Department-issued air permit under the following circumstances:

(1) Local governments or their agents may conduct the burning of Hurricane-generated yard trash, other vegetative debris, and untreated wood from construction and demolition debris in air curtain incinerators in accordance with the provisions of Section 403.7071(6), Florida Statutes. Local governments or their agents may use an air curtain incinerator at Department-authorized staging areas so long as they meet the operating requirements detailed in paragraphs B.1.b. through B.1.g. of this Order.

(2) Property owners may use an air curtain incinerator to combust Hurricane-generated yard trash and vegetative debris that was collected on-site so long as they meet the operating requirements detailed in paragraphs B.1.b. through B.1.g. of this Order.

(3) Owners and operators of Class I landfills, waste-to-energy facilities, registered yard trash processing facilities, and transfer stations may use an air curtain incinerator to combust Hurricane-generated yard trash and vegetative debris so long as they meet the operating requirements detailed in paragraphs B.1.b. through B.1.g. of this Order.

b. If the air curtain incinerator employs an earthen trench, the pit walls (width and length) shall be vertical, and maintained as such, so that combustion of the waste within the pit is maintained at an adequate temperature and with sufficient air recirculation to provide enough residence time and mixing for proper combustion and control of emission. The following dimensions for the pit must be strictly adhered to: no more than twelve feet (12')

wide, between eight feet (8') and fifteen (15') feet deep, and no longer than the length of the manifold. Waste material shall not be loaded into the air curtain incinerator such that it protrudes above the level of the air curtain. Ash shall not be allowed to build up in the pit higher than one-third the pit depth or to the point where the ash begins to impede combustion, whichever level is lower.

c. Refractory-lined air curtain incinerators may operate 24 hours per day. Air curtain incinerators without refractory-lined walls may operate 24 hours per day provided reasonable efforts are made to prevent nuisance smoke.

d. Air curtain incinerators must be located at least 300 feet from any occupied building and 50 feet from any wildlands, brush, combustible structure, or paved public roadway and the air curtain incinerator shall be attended at all times while materials are being burned or flames are visible within the incinerator.

e. The burning of asbestos-containing materials or hazardous waste or any other material listed in Rule 62-256.300, F.A.C., is prohibited.

f. An authorization must be obtained daily from the Florida Forest Service within the Department of Agriculture and Consumer Services prior to burning using an air curtain incinerator.

g. Within 10 days after commencing burning using an air curtain incinerator, the operator shall notify the Department in writing describing the general nature of the materials burned, location of the burn, and name, address, and telephone number of the operator to contact concerning the burn.

2. Open Pile Burning

a. Open pile burning may be conducted without a Department-issued air permit in the Emergency Area under the following circumstances:

(1) Local governments or their agents may conduct the burning of Hurricane-generated yard trash, other vegetative debris, and untreated wood from construction and demolition debris in an open pile at Department-authorized staging areas other than staging areas located at permitted landfills or permitted disposal facilities, so long as they meet the operating requirements detailed in paragraphs B.2.b. through B.2.f. of this Order.

(2) Residential property owners may open pile burn Hurricane-generated yard trash and vegetative debris that was collected on-site in a pile less than eight feet in diameter so long the pile burn is set back at least 25 feet from any wildlands, brush or combustible structure, 50 feet from any paved public roadway, and 150 feet from any occupied building other than that owned or leased by the individual doing the burning, the open pile burning is not prohibited by local ordinance, and the burning meets the requirements of subsection 62-256.700(1), Florida Administrative Code.

(3) Property owners may open pile burn Hurricane-generated yard trash and vegetative debris that was collected on-site in a pile greater than eight feet in diameter so long as they meet the operating requirements detailed in paragraphs B.2.b. through B.2.f. of this Order.

b. The pile burn must be located at least 300 feet from any occupied building, 100 feet from any paved public roadway, and 50 feet from any wildlands, brush, or combustible structure and the pile burn shall be attended with adequate fire extinguishing equipment readily available at all times.

c. An authorization must be obtained daily from the Florida Forest Service within the Department of Agriculture and Consumer Services prior to commencing open pile burning.

d. Only vegetative material can be burned on an open pile. Open pile burning of vegetative debris is managed under the authority of the Florida Forest Service within the Department of Agriculture and Consumer Services, and the Department will defer to decisions made by that agency provided that burning does not occur in wetlands or other surface waters.

e. Open pile burning shall avoid adversely affecting wetlands and other surface waters to the greatest extent possible; any wetland or other surface water areas that are used or affected must be fully restored upon cessation of use of the area in consultation with the Department.

f. Open pile burning may be conducted unless prohibited by local ordinance.

3. Other Air Pollution Sources

The Department authorizes the minor repair of any previously permitted stationary source of air pollution that is damaged by the Hurricane to restore it to its previously permitted condition without prior notice to the Department. Within 30 days of commencing such repairs, however, the permittee shall notify the Department in writing, stating the location and nature of the work and providing the name, address, and telephone number of the representative of the permittee to contact concerning the work. Minor repairs are repairs that would not constitute reconstruction under any definition of 40 CFR Part 60, 61 or 63, and that could not affect potential to emit any pollutant. Repairs that would

constitute reconstruction under any definition of 40 CFR Part 60, 61 or 63, or repairs that could affect potential to emit any pollutant, are not authorized by this Order.

4. Asbestos

Consistent with 40 CFR Part 61, Subpart M, the Department will not require a 10-day prior notification for emergency demolitions and emergency renovations of asbestos-containing material resulting from the Hurricane. An emergency demolition or renovation may commence without prior notification if the activity occurs at a building or structure that presents an imminent safety or public health hazard. An emergency demolition also requires that a government official declare the building or structure to be structurally unsound. Within one business day of commencing such demolition or renovation, the person responsible for such work shall notify the Department, in writing and consistent with the information on the Notice of Demolition or Asbestos Renovation, and shall include the location and nature of the work, name, address, and telephone number of operator on the project, and nature of the safety or public health hazard. Persons responsible for such work shall comply with the procedures in 40 CFR Part 61, Subpart M, for handling asbestos-containing material during demolition and renovation. Asbestos-containing material shall be disposed of in a Class I or III landfill in accordance with Rule 62-701.520(3), Florida Administrative Code. Burning of asbestos-containing material is prohibited. Any other waivers of notification requirements in this Order are not applicable to operations under 40 CFR Part 61, Subpart M. Cleanup of asbestos-related material that is not a demolition or renovation is not subject to 40 CFR Part 61, Subpart M, and is not subject to the 10-day prior notification requirement.

C. WATER RESOURCE MANAGEMENT

Within the Emergency Area:

1. Definitions

The following definitions apply to activities authorized under Section C of this Order:

- a. For purposes of subsection C.2. of this Order, the term “structures” includes:
 - (1) utility infrastructure, including wastewater treatment plants, substations, lift stations, solid and hazardous waste facilities, utility lines (including transmission and distribution), poles, towers, support structures, cables, conduits, outfalls, intake structures and pipelines;
 - (2) roads, bridges, culverts, driveways, sidewalks, bike paths, and other similar public and private infrastructure;
 - (3) public, private, and commercial habitable and non-habitable buildings, and structures ancillary to these buildings, such as garages, cabanas, storage sheds, bathhouses, pools and decks;
 - (4) piers (including docks, boardwalks, observation platforms, boat houses and gazebos) and pilings;
 - (5) shore-stabilization structures, such as seawalls, bulkheads, revetments, breakwaters and groins;
 - (6) fences, signs and billboards; and
 - (7) buoys, navigational aids and channel markers.
- b. For purposes of subsection C.2. of this Order, the term “drainage systems” includes ditches, canals, ponds, swales and other surface water conveyances; dams, weirs, dikes and levees; underdrains, outfalls and associated water control structures.

c. For purposes of subsections C.2, C.3 and C.4 of this Order, the term "water dependent activity" means an activity that can only be conducted in, on, over, or adjacent to water areas because the activity requires direct access to the waterbody or state owned submerged lands for transportation, recreation, energy production or transmission, or source of water, and where the use of the water or state owned submerged lands is an integral part of the activity.

d. For purposes of subsections C.2 and C.3 of this Order, the term "completely destroyed" means none of the structure that existed before the Hurricane remains standing. For example, if at least one piling of a dock or pier remains in place as constructed, then the structure has not been completely destroyed.

e. For purposes of this Order, the term "water management districts" shall mean the Northwest Florida, St. Johns River, Suwannee River, Southwest Florida, and South Florida Water Management Districts, as they are affected within the Emergency Area.

2. Environmental Resource, Dredge and Fill, and Surface Water Management Activities

This subsection applies to activities located in uplands and waters of the state, including wetlands, but excludes activities located along the sandy beaches or inlets fronting the Atlantic Ocean and the Gulf of Mexico seaward of the Coastal Construction Control Line (CCCL) in counties where a CCCL has been established (these activities are addressed in subsection C.3. of this Order). The public is advised that Sections 403.813(1)(b), (d), (e), (f), (g), (h), (j), (l), (n), (p) or (t), Florida Statutes, and the corresponding rule exemptions of the Department and water management districts

authorize certain repair, restoration and replacement activities, provided the terms, conditions, and limitations of the exemptions are followed. Such activities located in, on, or over state owned submerged lands that do not qualify for consent by rule under Rule 18-21.005(1)(b), Florida Administrative Code, are hereby granted a Letter of Consent under Rule 18-21.005(1)(c), Florida Administrative Code, provided all the terms and conditions of those rules are met (including certain restrictions for activities performed within aquatic preserves and Monroe County), and provided that activities that require an easement under Rule 18-21.005(1)(f), Florida Administrative Code, must obtain the applicable state owned submerged lands easement under Chapter 18-21, Florida Administrative Code, within one year of expiration of this Order. This Order does not limit the provisions of those statutory and rule provisions. The following activities are authorized to be undertaken in the Emergency Area to repair, restore or replace structures, land, and submerged contours to the conditions that were authorized or otherwise legally existing immediately prior to the Hurricane, provided the repair and restoration activities do not result in any expansion, addition, or relocation of the existing structure or systems, subject to the limitations in this Order. However, this Order does not authorize the construction of structures that did not exist prior to the emergency unless specifically authorized below.

a. No Notice Required

The following activities are authorized to be conducted under this Order without notification to the Department or water management district:

- (1) Temporary and permanent repair or restoration of structures and drainage systems that are not completely destroyed to the conditions, dimensions, and

configurations that were authorized or otherwise legally existing immediately prior to the Hurricane, provided the repair and restoration activities do not result in any expansion, addition, or relocation of the existing structure or systems, and provided any such structures or drainage systems in, on or over state owned submerged lands are water dependent. This may include the use of different construction materials or minor deviations to allow upgrades to current structural and design standards, or to replace a seawall with a rip rap revetment.

(2) The restoration (regrading, dredging or filling) by local, regional, state and federal governments of upland surfaces, wetlands, and submerged land contours to the conditions and configurations that were authorized or otherwise legally existing immediately prior to the Hurricane, provided the restoration does not result in any expansion or addition of land or deepening of waters beyond that which existed immediately prior to the Hurricane, subject to the following limits:

(a) The removal or deepening of plugs formerly separating canals from other waters is specifically not authorized by this Order;

(b) In the case of dredging, all excavated material shall either be deposited on uplands that are diked or otherwise sloped or designed to prevent any discharge into wetlands or other surface waters, or shall be used to restore bottom contours and shorelines to the conditions existing immediately prior to the Hurricane, subject to subparagraph C.2.a.(c) of this Order;

(c) In the case where upland or dredged material is placed in water to restore pre-existing conditions, only clean material (free from debris and pollutants) from the uplands that existed prior to the Hurricane may be used in the restoration, and no change

(from the conditions that legally existed immediately prior to the Hurricane) in the slope of the land or the type, nature or configuration of any pre-existing shoreline stabilization materials is authorized (e.g., sloping revetments cannot be replaced with vertical seawalls, and rock riprap cannot be replaced with interlocking blocks);

(d) Best management practices and devices such as hay bales, mulch, and floating turbidity screens shall be used to prevent violations of state water quality standards for turbidity during the performance of restoration activities, in accordance with the guidelines and specifications in *The Florida Stormwater, Erosion, and Sediment Control Inspector's Manual* (Florida Department of Environmental Protection and Florida Department of Transportation, Sixth Impression, July 2008) <http://www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf>, and the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (HydroDynamics Incorporated in cooperation with Stormwater Management Academy, June 2007) http://www.dot.state.fl.us/construction/Engineers/Environment/PagesErosionSedimentManual_0309.pdf. Best management practices also shall be used to prevent erosion and retain sediment of all newly established or restored exposed shorelines during and after the restoration activities, which may include methods such as planting of temporary and permanent vegetation and placing of clean natural rock or concrete rubble riprap;

(e) Any fill that is deposited to restore a former shoreline, and any riprap that is used to stabilize a shoreline, must not be placed any farther waterward than the toe of slope of the shoreline that legally existed immediately prior to the Hurricane. If the pre-Hurricane shoreline was stabilized with a functioning seawall or riprap, the seawall or

riprap may be restored at its former location or within 18 inches waterward of the location where the seawall or riprap legally existed immediately prior to the Hurricane, as measured from the face of the existing seawall slab to the face of restored seawall slab or from the front slope of the existing riprap to the front slope of the restored riprap; and

(f) This section (C.2.a.(2)) shall not constitute authorization to fill submerged lands owned by the Board of Trustees of the Internal Improvement Trust Fund, except as provided herein.

(3) Removal of debris, including sunken or grounded vessels, vegetation, and structural remains that have been deposited into waters, wetlands or uplands by the Hurricane, where such removal does not result in filling of wetlands or other surface waters, or dredging that creates or expands surface waters. All removed materials must be deposited on self-contained uplands and must be managed in accordance with Department rules or provisions of this Order.

b. Field and Individual Authorization Required

(1) Field authorizations may be issued following a site inspection by Department or water management district personnel to restore structures and property to authorized or otherwise legally existing conditions that existed immediately prior to the Hurricane, to recover property, protect property from further damage, maintain navigation or protect public health, safety and welfare, when such activities are not otherwise authorized by statutory or rule exemptions or under paragraph C.2.a of this Order. Specifically, field authorizations may be issued for:

(a) Activities including the replacement of structures that are completely destroyed;

(b) Activities on state owned submerged lands that are not water dependent, except those structures or activities that are authorized in a valid current sovereign submerged lands lease with the Department;

(c) Restoration (regrading, dredging or filling) of the contours of uplands, wetlands, and submerged bottoms by parties other than local, regional, state or federal governments;

(d) Trimming or alteration of mangroves that threaten public health, safety, welfare or property, or that currently interfere with navigation;

(e) Removal of debris, including sunken or grounded vessels, vegetation and structural remains, that has been deposited into waters, wetlands or uplands by the Hurricane, the removal of which requires filling of wetlands or other surface waters, or dredging that creates or expands wetlands or other surface waters. Any wetlands or other surface waters that are dredged or filled to affect such removal must be restored to the contours and conditions that existed before the Hurricane; and

(f) Other activities determined by Department or water management district personnel as having the potential to result in only minimal adverse individual or cumulative impact on water resources and water quality.

(2) Field authorizations to replace structures shall not preclude the use of different construction materials or minor deviations to allow upgrades to current structural and design standards, including building codes, or to a more environmentally compatible design, as determined by the Department or water management district, than existed immediately prior to the Hurricane.

(3) Field authorizations may be requested by providing a notice to the local office of the Department or water management district containing a description of the work requested, the location of the work, and the name, address, and telephone number of the owner or representative of the owner who may be contacted concerning the work. Field authorizations also may be issued by Department or water management district personnel without prior notice. Field authorizations may not be issued unless requested on or before the expiration date of this Order, unless that date is modified or extended by further order. Written records of all field authorizations shall be created and maintained by Department and water management district personnel. Field authorizations may include specific conditions for the construction, operation, and maintenance of the authorized activities. Field authorizations issued prior to the effective date of this Order remain in effect for the duration specified in the field authorization, but may be extended through written modification by the Department or water management district in accordance with the provisions of paragraph C.6.h. of this Order. Failure to comply with the conditions of the field authorization may result in enforcement actions by the Department or water management district.

3. Coastal Construction Control Line Activities

This section applies to activities conducted within the Emergency Area seaward of the CCCL as established by Chapter 62B-26, Florida Administrative Code. Emergency Permits may be issued by the Division of Water Resource Management pursuant to Rule 62B-33.014, Florida Administrative Code. A list of activities seaward of the CCCL that are exempt from CCCL permitting requirements is contained in Rule 62B-33.004, Florida Administrative Code, and Section 161.053(11), Florida Statutes. The Division of Water

Resource Management has developed a Public Information Handout to provide property owners with a concise explanation of activities that are authorized seaward of the CCCL in this Order. To obtain a copy please visit the Division of Water Resource Management's website at <https://floridadep.gov/comm/comm/documents/coastal-construction-control-line>. You may also contact the Division of Water Resource Management directly by mail at 2600 Blair Stone Road, Mail Station 3522, Tallahassee, Florida 32399-3000, or by phone at 850/245-8336.

This Order does not authorize the construction of permanent structures that did not exist prior to the emergency, nor does it authorize beach scraping performed by itself or in association with any other activities. In addition, activities that extend onto state owned lands of Florida seaward of the mean high-water line that would typically require a permit pursuant to Sections 161.041 and/or 161.055, Florida Statutes, i.e., regulated under the Joint Coastal Permit program (JCP), are not authorized under this Subsection. JCP activities are addressed separately in subsection C.4. of this Order.

a. Activities Undertaken by Local Governments, the Department of Environmental Protection, Florida Department of Transportation and Utility Companies

The following activities may be undertaken by local governments, the Department of Environmental Protection, Florida Department of Transportation, and utility companies to protect, repair, or replace structures and property without notice to the Department or water management district, subject to the limitations below. Work performed under paragraph C.3.a. of this Order must be complete within one year of the issuance of this Order.

(1) Removal of Hurricane-generated debris. Prior to removing the debris and to the greatest extent possible, beach compatible sand should be separated from the debris and kept on-site. To prevent debris from becoming buried, all Hurricane-generated debris shall be removed prior to conducting any fill activities.

(2) The repair of the following public facilities: utilities, roads, beach access ramps and dune walkover structures (see guidelines for construction of dune walkovers at <https://floridadep.gov/water/coastal-construction-control-line/documents/beach-and-dune-walkover-guidelines>).

(3) Return of sand to the beach and dune system that has been deposited upland by the Hurricane, and restoration of a dune system using beach compatible sand from an upland source. The fill material shall not cover any Hurricane-generated debris or construction debris. All fill material shall be sand that is similar to the pre-Hurricane beach sand in both coloration and grain size and be free of debris, rocks, clay or other foreign matter. No sand may be obtained from the beach, near shore or below the mean high-water line seaward of the CCCL without specific written authorization from the Department.

b. Activities Requiring Local Authorization

Local governments are authorized to issue permits in lieu of Department permits to private and public property owners for the activities listed below. Local governments shall notify the Department in writing within three working days of permits issued under this section. Work authorized by the local government must be complete within 90 days of the expiration date of this Order.

(1) Temporary or remedial activities that are necessary to secure structures to remove safety hazards and prevent further damage or collapse of foundations.

(2) Temporary armoring such as wooden retaining walls, cantilever sheetpile walls (without concrete caps, tiebacks or other reinforcement), sandbags less than 100 lbs. filled bag, or similar structures. Temporary armoring must be removed within 60 days of installation or the individual must seek authorization from the Department to keep the temporary armoring in place. No sand may be obtained from the beach, near shore, or below mean high water seaward of the CCCL to fill sandbags without specific written authorization from the Department.

Pursuant to Section 161.085(3), Florida Statutes, this Order does not authorize local governments to permit geotextile containers as the core of a reconstructed dune for the purposes of temporary armoring.

(3) Repair or replacement of minor ancillary structures (such as stairs, landings and HVAC platforms) and service utilities that are associated with the existing habitable structure. The repair of minor ancillary structures or service utilities shall not exceed the size of the original structure or service utility damaged or destroyed by the Hurricane. Repair of surviving beach/dune walkovers is authorized provided the structure is substantially intact and the repair adjusts the seaward terminus of the walkover to accommodate changes in the shoreline topography and native salt-resistant vegetation patterns. Viewing platforms as part of the walkovers may not be included seaward of the surviving or post-Hurricane rebuilt dune system or sandy beach, as specified in subparagraph C.3.c.(2)(d) of this Order.

(4) Permanent repair of foundations for buildings that have not been substantially damaged.

(5) The replacement or repair of caps and anchoring systems (or tiebacks) for seawalls or bulkheads.

(6) Restoration of a damaged dune system using beach compatible sand from an upland source.

All fill material shall be sand that is similar to the pre-Hurricane beach sand in both coloration and grain size and be free of debris, rocks, clay, organic matter or other foreign matter. In general, beach-compatible fill material will be predominantly quartz sand of a mean grain size diameter between 0.20mm and 0.45mm and a moist Munsell color-value/chroma of 7/1 or lighter with similar quantity of shell as the existing beach. No sand may be obtained from the beach, near shore, or below mean high water seaward of the CCCL without specific written authorization from the Department.

(7) Return of sand to the beach dune system which has been deposited upland by the Hurricane.

The recovered fill material shall be free of debris and other foreign matter and shall not cover any Hurricane-generated debris or construction debris.

c. Other Activities

(1) Actions taken by local governments, the Department's Division of Recreation and Parks, Florida Department of Transportation, and utility companies under paragraph C.3.a. of this Order, and actions taken by local governments under paragraph C.3.b. of this Order, do not require additional permits from the Department.

(2) Subsection C.3. of this Order does not authorize the following activities:

(a) Permanent repair of foundations of major structures which have been substantially damaged;

(b) Rebuilding of or substantial improvements to major structures;

(c) The repair or reconstruction of coastal or shore protection structures except as allowed under subparagraph C.3.b.(5) of this Order;

(d) Replacement of walkover structures not meeting the criteria of subparagraph C.3.b.(3) of this Order, retaining walls, decks, gazebos and other similar structures;

(e) Local governments to install or permit geotextile containers as the core of a reconstructed dune for the purposes of temporary armoring; or

(f) Excavation of the beach face, near shore or below the mean high-water line.

(3) Activities not covered by subsection C.3. of this Order may require a permit from the Department under Section 161.053, Florida Statutes, and Chapters 62B-33, 62B-34 or 62B-56, Florida Administrative Code. For more information, please contact the Division of Water Resource Management by mail at 2600 Blair Stone Road, Mail Station 3522, Tallahassee, Florida 32399-3000, or by phone at 850/245-8336.

4. Joint Coastal Permit Activities

This Subsection applies to certain activities along the natural sandy beaches of the Atlantic Ocean, Gulf of Mexico or Straits of Florida that extend onto sovereignty lands of Florida, seaward of the mean high-water line and are likely to have a material physical effect on the coastal system or natural beach and inlet processes, i.e., activities that are regulated under the JCP program, pursuant to Sections 161.041 and/or 161.055, Florida Statutes.

a. In lieu of a normal JCP for activities summarized above, federal, state or local governments may apply to the Division of Water Resource Management for emergency authorizations to alleviate hazardous conditions resulting from the Hurricane that pose an immediate danger to life or limb, including sudden and unpredictable hazards to navigation. Applications for emergency authorizations shall meet the following criteria:

(1) the application must be received by the Division of Water Resource Management within 30 days of issuance of this Order;

(2) the hazardous conditions are a result of the Hurricane identified in this Order and did not exist prior to the Hurricane;

(3) the proposed measures are limited to the minimum amount necessary to alleviate the hazardous conditions by temporarily stabilizing the structure or clearing the channel, until a JCP can be processed to address the long-term repair;

(4) fill material shall not extend seaward of the mean high-water line that existed immediately before the Hurricane;

(5) navigational dredging shall not exceed channel depths, widths or alignment that existed immediately before the Hurricane;

(6) reconstruction of non-water-dependent structures on sovereign submerged lands unless authorized in a current sovereign submerged lands lease issued by the Department is prohibited;

(7) fill may only be placed seaward of the mean high-water line to temporarily stabilize an upland structure if that structure is in danger of imminent collapse and was located behind the primary dune line prior to the Hurricane. The amount of fill allowed is the minimum necessary for the stabilization of the structure;

(8) the placement of fill may only extend the mean high-water line seaward of the current (post-Hurricane) location if the applicant provides proof that the riparian owner(s) has obtained a disclaimer under Rule 18-21.019, Florida Administrative Code, (from the Department's Division of State Lands) for the proposed project site, a memorandum from the Department's Division of State Lands acknowledging the Hurricane-related occurrence of avulsion for the proposed project site, or documentation from the Department that a valid erosion control line has been established at the fill site;

(9) any fill material placed on the beach shall meet the criteria for beach-quality sand in Section 62B-41.007(2)(j), Florida Administrative Code;

(10) the proposed measures shall not cause water quality violations outside of the mixing zone, established pursuant to Rule 62-4.244, Florida Administrative Code; and

(11) the proposed measures shall not adversely affect hardbottom communities, seagrass communities or functional marine turtle nesting habitat that existed before the Hurricane and shall not contribute to erosion of adjacent properties.

b. Emergency authorizations shall expire 90 days after issuance.

c. Application fees and noticing requirements shall be waived for projects that are eligible for this emergency authorization.

d. Activities not covered by subsection C.4. of this Order may require a permit from the Department under Sections 161.041 or 161.055, Florida Statutes, and Rule 62B-49, Florida Administrative Code. For more information, please contact the Division of Water Resource Management's Beaches, Inlets and Ports Program by email at BIPP@dep.state.fl.us, mail at 2600 Blair Stone Road, Mail Station 3544, Tallahassee, Florida 32399-3000, or by phone at 850/245-7617. If the activities are associated with the

repair of damage from the Hurricane identified in this Order, and the applicant can demonstrate that expeditious processing of the JCP application is necessary to meet state or federal recovery efforts, including funding deadlines, the Division of Water Resource Management may deviate from the standard procedures as follows:

(1) processing fees may be waived; and

(2) the requirement to publish a Notice of Intended Agency Action pursuant to Rule 62B-49.005(10), Florida Administrative Code, may be waived, along with the associated 14-day waiting period.

(3) Pursuant to Rule 62B-49.005(9), Florida Administrative Code, agency actions under paragraph C.4.d of this Order are still subject to rights under Chapter 120, Florida Statutes.

5. National Pollutant Discharge Elimination System Stormwater Construction Generic Permit

This subsection applies to any construction activity authorized by this Order that would require coverage under the Generic Permit for the Discharge of Stormwater Associated with Large and Small Construction Activities pursuant to Rule 62-621.300(4), Florida Administrative Code. For these construction projects, operators of the sites, and their licensed engineers and subcontractors, are authorized to make all necessary repairs to restore essential services and repair or replace (as necessary) all structures to their pre-Hurricane permitted or registered condition without prior notice to the Department. All best management practices must be in accordance with the guidelines and specifications of the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual*, (Florida Department of Transportation and Florida Department of Environmental

Protection, 2013, <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>). Within 30 days of commencing the work of such repair or replacement, however, the owner or operator shall submit to the Department a completed Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities [Form Number 62-621.300(4)(b)].

6. General Conditions

a. All activities conducted under subsections C.2, C.3. and C.4 of this Order shall be performed using appropriate best management practices in accordance with the guidelines and specifications in Chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). For activities conducted in, or discharging to, wetlands or other surface waters, best management practices include properly installed and maintained erosion and turbidity control devices to prevent erosion and shoaling, control turbidity, and prevent violations of state water quality standards and protect the functions provided by wetlands and other surface waters to fish, wildlife and listed species.

b. The authorizations in subsections C.2., C.3. and C.4. of this Order shall not apply to structures and associated activities that were not legally existing or otherwise properly authorized by all applicable agencies before the passage of the Hurricane.

c. Applicable environmental resource, surface water management, dredge and fill, JCP or CCCL permits shall be required following provisions of statute and rule for other activities not authorized in this Order that do not otherwise qualify as an exempt activity under statute or rule.

d. The nature, timing, and sequence of construction authorized under this Order shall be conducted in such a manner as to provide protection to, and so as to not disturb, native salt-resistant vegetation and listed species and their habitat, including threatened or endangered sea turtles, endangered manatees, endangered beach mice, endangered plant communities and migratory shorebirds. If activities conducted under subsection C.3 of this Order occur during the marine turtle nesting season (March 1 through October 31 in Brevard, Indian River, St. Lucie, Martin and Broward counties, May 1 through October 31 in all other coastal counties within the state), such activities must be coordinated with the Florida Fish and Wildlife Conservation Commission's Imperiled Species Management Section to ensure that all activities comply with state and federal requirements for the protection of sea turtles, their nests, hatchlings and nesting habitat.

e. Nothing in this Order authorizes the taking, attempted taking, pursuing, harassing, capturing or killing of any species (or the nests or eggs of any species) listed under Rule 68A-27, Florida Administrative Code, or the federal Endangered Species Act.

f. Persons are advised that all structures that are rebuilt should be rebuilt in accordance with all applicable local, state, and federal building standards and requirements of the Federal Emergency Management Agency.

g. It is recommended that, where possible, owners of property should maintain documentation (such as photos) of the condition of the structures or lands as they existed prior to initiating any activities authorized under this Order and should provide such documentation to the Department if requested to do so.

h. Activities authorized under subsection C.2. of this Order must be completed as follows:

(1) Within one year from issuance of this Order, for activities that qualify under the No Notice provisions of paragraph C.2.a. of this Order;

(2) By the date specified in the field authorization for activities that qualify under the provisions of subparagraph C.2.b.(1) of this Order. However, the deadline for completing such activities may be extended if a written request with accompanying documentation as described below is submitted by the person(s) authorized in the field authorization and received by the District Office of the Department that issued the field authorization at least 30 days prior to expiration of the field authorization. Such request must be accompanied by a statement that contractors or supplies are not available to complete the work, or that additional time is needed to obtain any required authorization from the U.S. Army Corps of Engineers. Such permittee should maintain a list of contractors that have been contacted and a record of supplies that are on backorder as needed to demonstrate compliance with this provision.

7. Authorization to Use State Owned Submerged Lands

The Department has been delegated by the Board of Trustees of the Internal Improvement Trust Fund the authority to grant the following authorizations to use state owned submerged lands, that is, lands lying waterward of the line of mean high water, erosion control line or ordinary high water line, in association with the structure or activity subject to repair, restoration, removal, or replacement authorized in this section.

a. Except as provided in paragraphs C.6.b., c., and d. of this Order, and subsection D.1. of this Order, activities authorized under this Order involving the repair, replacement, or restoration of the activities and structures, and the removal of debris located on submerged lands owned by the state that do not qualify for consent by rule

under Section 18-21.005(1)(b), Florida Administrative Code, are hereby granted a Letter of Consent under Section 18-21.005(1)(c), Florida Administrative Code, provided:

(1) Such repair, restoration, replacement, or removal is conducted in accordance with the terms, conditions and limitations of this Order;

(2) The structure or activity subject to repair, restoration, or replacement was authorized by the Board of Trustees of the Internal Improvement Trust Fund prior to the Hurricane, or was otherwise legally existing immediately prior to the Hurricane;

(3) The activities are conducted solely to repair, restore, or replace structures or land that was damaged by the Hurricane, or to remove debris resulting solely from the Hurricane; and

(4) The structures and activities are repaired, restored, or replaced in the same location and configuration as was authorized by the Board of Trustees of the Internal Improvement Trust Fund or which otherwise legally existed immediately prior to the Hurricane.

(5) All the terms and conditions of Rule 18-21.005(1)(b) or 18-21.005(1)(c), Florida Administrative Code, as applicable, are met (including certain restrictions for activities performed within aquatic preserves and Monroe County), and provided that activities that require an easement under Rule 18-21.005(1)(f), Florida Administrative Code, must obtain the applicable state owned submerged lands easement under Chapter 18-21, Florida Administrative Code, within one year of expiration of this Order. This Order does not limit the provisions of those statutory and rule provisions.

b. Non-water dependent structures that are authorized in a current sovereign submerged lands lease with the Department are not authorized to be repaired, restored,

or replaced when more than 50 percent of the structure or activity is lost (based on the cost to repair, restore, or replace the structure or activity);

c. Water-dependent structures that were legally existing immediately before the Hurricane but not in conformance with the current criteria of Chapters 18-18, 18-20 or 18-21, Florida Administrative Code, as applicable, may be repaired, restored, or replaced to the footprint that existed immediately before the Hurricane, but shall, to the greatest extent practicable, be repaired, restored, or replaced to meet the current criteria of Chapters 18-18, 18-20 and 18-21, Florida Administrative Code, as applicable, with respect to design features such as the elevation of decking surfaces and the spacing of deck planking.

d. This Order does not authorize the reconstruction or repair of unauthorized structures.

8. Water and Wastewater Plants and Collection and Distribution Systems

a. Owners and operators of water and wastewater plants and collection and distribution systems, and their licensed engineers and contractors, are authorized to make all necessary repairs to restore essential services and repair or replace (as necessary) all structures, equipment, and appurtenances of the plants and systems to their pre-Hurricane permitted or registered condition without prior notice to the Department. Within 30 days of commencing the work of such repair or replacement, however, the owner or operator shall notify the Department in writing, describing the nature of the work, giving its location, Department Facility Identification Number and providing the name, address, and telephone number of the representative of the owner or operator to contact concerning the work.

b. Owners and operators of underground injection control Class V Group 6 lake level control wells in existence and functioning immediately before the Hurricane are authorized, without prior permission by the Department, to lower the intake structure to allow a greater volume of lake water to flow down the wells when not to do so would result in immediate flooding of structures not usually inundated by such lake waters. Within 72 hours of lowering said structures, written notice shall be provided to the District Office of the Department in which the structure is located.

9. Suspension of Fees

For those activities noted above, subject to the limitations, duration, and other provisions of this Order, the following application fee, base fee, and minimal annual lease fee requirements of Sections 161.041, 161.053, 161.0535, 161.055 and 373.109, Florida Statutes, and Chapters 18-18, 18-20, 18-21 and 62-4, Florida Administrative Code, shall be suspended as follows:

a. For structures and activities authorized under paragraphs C.2.a. or C.3.a of this Order, the lessee may submit a written request to the Division of State Lands, by mail at 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000, to waive applicable lease fees. In such cases, the owner must identify and document (such as with currently-dated photographs) the area (in square feet) of the structure or facility that is no longer useable. When such documentation is received, and deemed sufficient, lease fees will be waived, but only for that portion of the structure that is no longer useable.

b. When the restoration or replacement of individual structures (such as a dock or pier) or entire facilities (such as marinas) on state owned submerged lands that are

completely destroyed is authorized by a field authorization under paragraph C.2.b. of this Order, applicable lease fees will be waived for the duration described in paragraph C.9.c of this Order.

c. Lease fees that are waived under paragraphs C.9.a. or b. of this Order will be waived only for the duration of this Order (including subsequent extensions thereto) unless otherwise provided in a field authorization issued under paragraph C.2.b. of this Order, or until the repairs, restoration or replacement commences, whichever is earlier. The duration of the waiver of suspension of lease fees may be extended beyond the duration of this Order (including subsequent extensions thereto) or beyond the date specified in a field authorization issued under paragraph C.2.b of this Order, upon a written request by the lessee to extend the waiver of the lease fees. Such request must be received by the Division of State Lands before the expiration of this Order (or extensions thereto) or before the date specified in the field authorization (whichever date is later), and must be accompanied by a signed statement that construction has not yet commenced because contractors or supplies are not available to commence the necessary repairs, restoration or replacement, or because additional time is needed to obtain any required authorization from the U.S. Army Corps of Engineers or local government. Such request for extension of the waiver of lease fees must also contain a reasonable schedule for when repair, restoration or replacement will commence.

d. In all cases where lease fees are waived under paragraph a. above, the lessee must notify the Division of State Lands, at the address stated in paragraph C.9.a. of this Order, of the time repair, restoration or replacement construction commenced.

D. GENERAL PROVISIONS

1. General Limitations

The Department issues this Order solely to address the emergency created by the Hurricane. This Order shall not be construed to authorize any activity within the jurisdiction of the Department except in accordance with the express terms of this Order. Under no circumstances shall anything contained in this Order be construed to authorize the repair, replacement, or reconstruction of any type of unauthorized or illegal structure, habitable or otherwise. This Order does not convey any property rights or any rights or privileges other than those specified in this Order.

2. Suspension of Statutes and Rules

Within the Emergency Area, the requirements and effects of statutes and rules which conflict with the provisions of this Order are suspended to the extent necessary to implement this Order.

To the extent that any requirement to obtain a permit, lease, consent of use, or other authorization is waived by this Order, it should also be construed that the procedural requirements for obtaining such permit, lease, consent of use or other authorization, including requirements for fees and publication of notices, are suspended for the duration of this Order, except as provided in subsection C.8. of this Order

3. Review of Requests for Field Authorizations

It is the intent of the Department to act on requests for field authorizations in a timely and expeditious manner. The Department may require the submission of additional information as is necessary.

4. Other Authorizations Required

This Order only provides relief from the specific regulatory and proprietary requirements addressed herein for the duration of the Order and does not provide relief from the requirements of other federal, state, water management district or local agencies. This Order therefore does not negate the need for the property owner to obtain any other required permits or authorizations, nor from the need to comply with all the requirements of those agencies. This Order does not provide relief from any of the requirements of Chapter 471, Florida Statutes, regarding professional engineering.

Activities subject to federal consistency review that are emergency actions necessary for the repair of immediate, demonstrable threats to public health or safety are consistent with the Florida Coastal Management Program if conducted in strict conformance with this Order.

5. Extension of time to comply with specified deadlines

For facilities and activities regulated by the Department in the Emergency Area, this Order extends by 30 days the time to comply with the following specified deadlines that occur between the date of issuance of this Order and the expiration of this Order:

a. The time deadlines to conduct or report periodic monitoring or any other similar monitoring that is required by a permit, lease, easement, consent of use, letter of consent, consent order, consent agreement, administrative order, or other authorization under Chapters 161, 253, 258, 373, 376 or 403, Florida Statutes, and rules adopted thereunder, except for monitoring required by air permits issued under Title IV or V of the Clean Air Act or under the Prevention of Significant Deterioration program;

b. The time deadlines to file an application for an extension of permit duration or renewal of an existing permit, lease, easement, consent of use, letter of consent, or

other authorization under Chapters 161, 253, 258, 373, 376 or 403, Florida Statutes, and rules adopted thereunder, except for air permits issued under Title V of the Clean Air Act;

c. The time deadlines to file an application for an operation permit under Chapters 161, 253, 258, 373, 376 or 403, Florida Statutes, and rules adopted thereunder, except for air permits issued under Title V of the Clean Air Act;

d. The expiration date for an existing permit, lease, consent of use, or other authorization under Chapters 161, 253, 258, 373, 376 or 403, Florida Statutes, and rules adopted thereunder, except for air permits issued under Title V of the Clean Air Act; and

e. The time deadlines to obtain a permit for and commence construction of the initial phase of a system for which a conceptual permit was issued pursuant to Part IV of Chapter 373, Florida Statutes or Sections 403.91 – 403.929, Florida Statutes, and rules adopted thereunder.

6. Permit Extensions During States of Emergency

The public is advised that Section 252.363, Florida Statutes, provides for **tolling** and extending the expiration dates of certain permits and other authorizations following the declaration of a state of emergency. Affected permits include authorizations granted by the Department, water management district or delegated local government, pursuant to part IV of Chapter 373, Florida Statutes, and JCP permits issued under 62B-49, Florida Administrative Code.

The extension provisions of Section 252.363, Florida Statutes, do not apply to:

a. Permits that:

(1) Authorize activities that occur outside the geographic area affected by the declaration of a state of emergency;

(2) Include authorization under a programmatic or regional general permit issued by the U.S. Army Corps of Engineers;

(3) Are held by a permittee in significant non-compliance; or

(4) Are subject to a court order specifying an expiration date or buildout date that would be in conflict with the extensions granted in this section.

b. State-owned submerged lands authorizations under Chapters 253 or 258, Florida Statutes.

c. Formal determinations of the landward extent of wetlands and other surface waters.

d. Exemptions and verifications of exemptions from permitting criteria.

e. Permits and other authorizations issued under Chapter 161 (except for JCP permits described above), Chapter 373 (except for permits issued under Part IV described above), Chapter 376 and Chapter 403, Florida Statutes. Please refer to your permit to determine the statutory authority under which it was issued, or contact the appropriate Department office for guidance.

To receive an extension under Section 252.363, Florida Statutes, the holder of a valid, qualifying permit must notify the authorizing agency in writing within 90 days of the expiration of a declaration of emergency, as established via a State of Florida Executive Order. The duration of the tolled period remaining to exercise the rights under a permit shall be equal to six months in addition to the duration of the declaration of emergency.

7. Deadlines for Agency Actions

For each of the following offices, any deadlines specified in statutes, rules, agreements, or Department orders, under which the Department is required by law to

take action within a specified time period, and under which failure by the Department to timely take such action could result in any type of default binding on the Department (including the time to request additional information on permit applications), are hereby suspended and tolled for a period of 30 days, provided such deadline had not expired as of the effective date this Order:

a. Each Department office and delegated local program that sustains within its geographic boundaries any significant physical damage occurring as a direct result of the Hurricane. This includes Department offices located outside the impacted area that perform any of their duties in the impacted area.

b. Any office of the Department not directly impacted by the Hurricane if that office has deployed staff to any District Office of the Department or delegated local program specified above, or to any water management district office in an impacted area, to assist in Hurricane relief efforts or to supplement the normal personnel in those impacted offices.

8. Expiration Date

This Order shall take effect immediately upon execution by the Secretary of the Department, or designee, and shall expire on December 6, 2018, unless modified or extended by further order.

9. Violation of Conditions of Emergency Final Order

Failure to comply with any condition set forth in this Order shall constitute a violation of a Department Final Order under Chapters 161, 253, 258, 373, 376 and 403, Florida Statutes, and enforcement proceedings may be brought in any appropriate administrative or judicial forum.

10. Applicability to Delegated Programs

The provisions of this Order apply in those cases where a water management district, local government or other entity is acting for the Department in accordance with a delegation agreement, operating agreement or contract. Such water management district, local government or other entity shall comply with the terms of this Order to the extent that it is acting as an agent of the Department. This Order does not apply in those cases where a water management district, local government or other entity is acting under its own independent authority.

NOTICE OF RIGHTS

Pursuant to Section 120.569(2)(n), Florida Statutes, any party adversely affected by this Order has the right to seek an injunction of this Order in circuit court or judicial review of it under Section 120.68, Florida Statutes. Judicial review must be sought by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel by mail at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days after this Order is filed with the Clerk of the Department.

DONE AND ORDERED on this 8^h day of October 2018, in Tallahassee, Florida.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION



Noah Valenstein, Secretary
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

FILED on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.



CLERK

10-8-18

DATE