

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR QUALIFICATIONS

SUBMIT QUALIFICATIONS TO: CONTRACTS ADMINISTRATION (MAIL CODE: PUR)
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET - BUILDING #2
BROOKSVILLE, FLORIDA 34604-6899

Direct Inquiries to: Steve Long, C.P.M., CPCM, CPPO, Contracts Manager
Phone: 352-796-7211, Ext. 4106; FAX: 352-754-6884; E-mail: Procurement@swfwmd.state.fl.us

DATE POSTED:
April 23, 2010 at 3:30 p.m.
Page 1 of 24

PROPOSALS WILL BE OPENED:
Responses will be accepted on an ongoing basis through March 31,
2013.

TITLE: RFQ 011-10 PLANNING, PROJECT MANAGEMENT AND/OR INSPECTION SERVICES FOR
HURRICANE DEBRIS REMOVAL PROJECTS

SPECIFICATIONS: Planning, project management and/or inspection services for the removal of hurricane debris from designated lands and waterbodies within the Southwest Florida Water Management District.

Respondent Name:

Reason for No-Bid

Mailing Address:

City-State-Zip:

Telephone Number () -

FAX Number () -

Toll-Free Number () -

E-mail address for correspondence:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

We the above signed, as Respondents hereby declare that we have carefully read this Request for Qualifications and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. We certify that these qualifications are made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting qualifications for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. We agree to be bound by all of the terms and conditions of this Request for Qualifications and certify that we are authorized to sign this proposal for the Respondent.

IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT HIS/HER SEALED QUALIFICATIONS ARE DELIVERED TO CONTRACTS ADMINISTRATION. QUALIFICATIONS, WHICH FOR ANY REASON ARE NOT SO DELIVERED, WILL NOT BE CONSIDERED.

FORM 15.00 - 015 (10/02)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 REQUEST FOR QUALIFICATIONS # 011-10
 PLANNING, PROJECT MANAGEMENT AND INSPECTION SERVICES
 FOR HURRICANE DEBRIS REMOVAL PROJECTS

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PART I - GENERAL CONDITIONS

1.1 PURPOSE. The purpose of this Request for Qualifications (RFQ) is to provide guidelines for submission of qualifications to implement the project described in Part III, hereinafter referred to as the "Project."

1.2 DEFINITIONS. "Respondent" will mean any contractor, consultant, organization, firm, college or university, or other person submitting a response pursuant to page 1 of this RFQ. "District" will mean the Southwest Florida Water Management District, which is the issuing agency.

1.3 DEVELOPMENT COST. Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this RFQ. All responses should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFQ.

1.4 CHANGES, DELAYS, AND ADDENDA. The District reserves the right to delay scheduled RFQ due dates if determined to be in the best interest of the District. Any changes, delays or addenda related to this RFQ issued by the District will be sent to all persons/firms recorded as having received the original RFQ.

Persons/firms receiving the RFQ from the District's Internet web site (<http://www.watermatters.org/procurement>) will be responsible to recheck the web site for any changes, delays or addenda related to this RFQ.

1.5 PRE-PROPOSAL CONFERENCES. NONE

1.6 RULES FOR RESPONSES. Two or more firms may combine for the purpose of responding to this RFQ providing that one (1) is designated as "Prime" Respondent and the other as "Sub-Respondent(s)". The signer of the proposal must declare that any person or entity with any interest in the proposal, as a principal, is identified therein; that the proposal is made without collusion; that it is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to negotiate for and bind the Respondent stated on the cover page.

1.7 RESPONSE FORMAT. In order to assist the District's review process, responses should be prepared utilizing the following format. The evaluation criteria are set forth in Part V, Evaluation Procedures.

1.7.1 Sign and Return the Request for Proposals Form (Cover Sheet)

1.7.2 Letter of Transmittal - This letter should not exceed two (2) pages in length and should briefly state the Respondent's interest in providing planning, project management and/or inspection services. It should also give the names of the individuals who will be authorized to make representations for the

organization, their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

1.7.3 Organizational Profile and Qualifications - This section of the proposal should provide:

1.7.3.1 A description of your organization, including location(s), size, range of activities, project team organization chart, current and projected workloads and any other appropriate information to describe the organization. Emphasis should be given to the organization's experience with similar projects and expertise in the subject field.

1.7.3.2 A description of the equipment, software, specialty Geographic Information System (GIS) processing products and personnel available to complete the Project in a timely manner.

1.7.3.3 Three (3) references from your recent projects similar in scope and complexity to this Project. Include a contact name, address, and telephone number, a brief description of the work performed, Respondent's total fees and man-hours, start and end dates, and list the names and roles of the key team members proposed for this Project.

1.7.3.4 Resumes of key team members, including years of experience, years with the Respondent and significant accomplishments.

1.7.4 Scope of Work - This section of the response should explain the Scope of Work as you understand it and detail your approach, key staff assignments, timelines, and work products.

1.7.5 Cost - Include a Personnel and Equipment Rate Schedule for the staff and equipment resources you plan to utilize for this project. List the typical expenses you would expect to incur. Upon development of the actual requirements for each work area, the District will solicit quotes from the firms qualified under this RFQ process. Note: The purchasing of equipment to accomplish this work is not an allowable cost for this project.

1.7.6 Additional Data - Since data not specifically requested should not be included in the previous sections of the proposal, give any additional information which you feel is pertinent for consideration.

1.7.7 Oral Presentations At its discretion, the District may request any Respondent to also make an oral presentation of the proposal. These presentations provide an opportunity for the Respondent to clarify the proposal for the District.

Any Respondent deciding to appeal any decision made by the District with respect to any matter considered at such meeting, will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

1.8 OPENING OF RESPONSES. Responses will be opened publicly as received. It is the Respondent's responsibility to assure that his/her response is delivered to the Contracts Administration Office. Responses, which for any reason are not so delivered, will not be considered.

Proposals **MUST** be identified with the RFQ number and "Sealed Bid - Do Not Open" marked on the sealed envelope. If proposals are sent via Express Mail, proposal pages **MUST** be placed in a sealed envelope properly identified within the Express Mail envelope. No responsibility will attach to the District or any official or employee thereof for the reopening of, postopening of, or the failure to open a proposal not properly addressed and identified as required. Offers by telegram, telefax or telephone are not acceptable.

1.9 TECHNICAL QUESTIONS. All questions should be presented in writing to the Contracts Administration Office at Procurement@swfwmd.state.fl.us, the address as stated in the paragraph named "Correspondence," or faxed to the Contracts Administration Section FAX number at 352-754-6884. Inquiries must reference the qualification title and number.

1.10 CONFLICT OF INTEREST. The award hereunder is subject to the provisions of Chapter 112, Part III, Florida Statutes (F.S.), as amended, governing conflicts of interest. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

1.11 WITHDRAWAL OF RESPONSES. Responses may be withdrawn by written notice signed by the same person who signed the RFQ form and received at any time prior to the opening. Proposals may be withdrawn in person by Respondent its authorized representative, provided the authorized representative's identity is made known and a signed receipt for the proposal is received.

1.12 PUBLIC AVAILABILITY OF RECORDS. Once opened, all proposals become the property of the District and, at the sole discretion of the District, may not be returned to Respondent. Any information, reports or other materials given to, prepared or submitted in response to this RFQ will be subject to the provisions in Chapter 119, F.S., commonly known as the Florida Public Records Act.

1.13 RIGHT TO ACCEPT OR REJECT RESPONSES. Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the RFQ or irregularities of any kind, or do not comply in every respect with the RFQ may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any response, which in the judgment of the District, will best serve the needs and the interests of the District. The District reserves the right to reject all responses and not qualify any firm under this RFQ.

1.14 NOTICE OF DECISION. The list of qualified firms will be posted for review by interested parties on the District's Internet web site (<http://www.watermatters.org/procurement>) and at 2379 Broad Street, Building No. 2, Room 242, Brooksville, Florida 34604-6899.

1.15 PROTESTS. Any Respondent, who protests the specifications, decision, or intended decision, must file with the District a notice of protest and formal protest in compliance with Chapter 28-110, Florida Administrative Code (F.A.C.), and applicable provisions in Section 120.57, F.S. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., will constitute a waiver of proceedings under Chapter 120, F.S.

1.16 CONTRACT INFORMATION. The laws of the state of Florida shall govern any contract(s) resulting from this RFQ and venue will lie in Hernando County, Florida. The District will have the right to examine and audit the successful Respondent's Project-related books, records, documents and papers during the Project and for at least five (5) years following completion date. The selected Respondent(s) shall also be required to comply with all applicable laws, rules, regulations and contract provisions or conditions necessary in the judgment of the District to constitute a sound and complete contract.

1.17 INDEMNIFICATION. The Respondent agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Respondent, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Respondent's performance under any contract resulting from this RFQ.

1.18 WITHHOLDING PAYMENT. The District may retain and hold so much of the payments due the Respondent under any resulting contract it considers necessary until any actions, causes, claims, demands, judgments, losses, payments, recoveries, or suits have been settled and acceptable evidence to that effect has been furnished to the District.

1.19 TERMINATION. Unless otherwise agreed to by the District, any contract resulting from this RFQ may be terminated by the District without cause upon ten (10) days written notice. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the contractor or consultant will be entitled to compensation for all services provided to the District up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the budget, and are allowed under the Agreement.

1.20 LAW COMPLIANCE. The Respondent will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this RFQ. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Respondent must obtain and maintain all permits and licenses necessary for its performance under this RFQ.

1.21 AMERICANS WITH DISABILITIES ACT (ADA). The District does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act, should contact the Finance Administrative Supervisor at 352-796-7211 or 1-800-423-1476 (Florida Only), extension 4121; TDD ONLY 1-800-231-6103; FAX 352-754-6876.

1.22 PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Subsection 287.017, F.S., for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.23 DISCRIMINATION. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list 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, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity.

1.24 CORRESPONDENCE. Unless otherwise stated or notified in writing by the District, correspondence pursuant to this RFQ must be sent to the District at the following address:

Contracts Administration Office, Building #2
Southwest Florida Water Management District
2379 Broad Street (U.S. Hwy. 41 South)
Brooksville, Florida 34604-6899

Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this RFQ shall be sent to the Respondent at the address listed on the Respondent's Response form (cover sheet).

1.25 PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the qualified firms, other governmental agencies or political subdivisions within the State of Florida may solicit quotes from the firms qualified by the District under this RFQ. Such purchases will be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any public entity to procure any or all of these services independently.

GEN CONDITIONS COST 10/07/09

PART II - INTRODUCTION

2.1 GENERAL INFORMATION. The Southwest Florida Water Management District (District) hereby solicits offers for the services of qualified respondents for the following purpose:

Planning, Project Management and/or Inspection Services for the Removal of Hurricane Debris from Designated Lands and Waterbodies within the Southwest Florida Water Management District.

To be considered, **one (1) original and one (1) copy** of a response must be received by the Contracts Administration Office (PUR), Building 2, at Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899. All visitors must report to the lobby of Building 4 to sign in and be issued a visitors badge. The District will accept responses on an ongoing basis from firms interested in providing planning, project management and/or inspection services for the removal of hurricane debris. The District reserves the right to retain all responses submitted. The District may not be able to qualify firms in times of emergency. The District will only accept quotes from firms pre-qualified at the time of opening of any Request For Quotes for the project services.

Firms already pre-qualified under the previous Request For Qualifications, RFQ 007-07 (Attachment 1, Qualified Firms for Planning, Project Management and/or Inspection Services for Hurricane Debris Removal Projects) are not required to resubmit their qualifications. These pre-qualified firms are requested to submit an e-mail to Procurement@swfwmd.state.fl.us, stating their continued interest in providing the debris removal services to the District along with any material changes in their qualifications.

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes, to conduct site visits and to discuss responses with Respondents to assist firms in obtaining qualification.

The United States Department of Agriculture, Natural Resources Conservation Service (NRCS) or the Federal Emergency Management Agency (FEMA) may fund the project. Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this Request for Qualifications, including Attachment 2, Special Conditions for Federal Contracts United States Department of Agriculture, Natural Resources Conservation Service and Federal Emergency Management Agency and any other conditions imposed by federal funding agencies. The funding sources, amount of funding, work areas and deadlines will be event dependant and will likely involve a Presidential Declaration of a Major Disaster or Emergency under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

The Stafford Act, Use of local firms and individuals (42 U.S.C. 5150), is intended to help revitalize the affected community by conducting emergency assistance activities with organizations, firms or individuals residing or doing business primarily in the area affected by the major disaster. Request For Quotes for the actual work required may require Respondents to provide at least fifty percent (50%) of the cost of contract performance incurred for personnel to be expended for employees of the Respondent or employees of other businesses residing or primarily doing business in the designated area.

If the Stafford Act is applicable, the Request For Quotes will require disaster or emergency area representation as follows:

- (a) The geographic area covered will be specifically identified (the "designated area"), i.e., Florida or portions of the sixteen (16) county area covered by the District.
- (b) If the Respondent represents it is a firm residing or primarily doing business in the designated area, the Respondent must furnish documentation to support its representation.
- (c) Factors to be considered in determining whether a firm resides or primarily does business in the designated area include:
 - (1) Location(s) of the firm's permanent office(s) and date any office in the designated area was established;
 - (2) Existing state licenses;

- (3) Record of past work in the designated area (e.g., how much and for how long);
- (4) Contractual history the firm has had with subcontractors and/or suppliers in the designated area;
- (5) Percentage of the firm's gross revenues attributable to work performed in the designated area;
- (6) Number of permanent employees the firm employs in the designated area;
- (7) Membership in local and state organizations in the designated area; and
- (8) Other evidence that establishes the firm resides or primarily does business in the designated area.

2.2 BACKGROUND INFORMATION. The Southwest Florida Water Management District is one of five regional districts charged by Chapter 373 of the Florida Statutes to preserve and protect the resources for the people through water resource development, regulatory and other programs. Central to the mission is maintaining the balance between the water needs of current and future residents, while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood control; regulatory programs such as surface water and water use permitting; natural systems management; preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education awareness.

2.3 TERM OF CONTRACT. Request For Quotes will be issued for work in specific areas on an as needed, when needed basis. Master Agreements and Purchase Orders will be issued to authorize the work.

2.4 PROPOSAL CALENDAR. The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for Qualifications issued by the District **April 23, 2010**

General Request for Qualifications questions will be answered by telephone Monday through Friday from 8:30 a.m. to 4:30 p.m., Eastern Time.

Technical questions must be submitted in writing, by mail, email, or fax no later than ten (10) working days before the opening date. The District will attempt to answer all submitted questions in a timely manner, but accepts no responsibility for response delays.

All District contact must be through the Contracts Administration Office, Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34604-6899, telephone number 352-796-7211 or 1-800-423-1476 (Florida only) extension 4132, fax number 352-754-6884; email: Procurement@swfwmd.state.fl.us.

Requested due date for respondents to submit proposals (2:30 p.m.) **March 31, 2013**

Notice of Decision, anticipated posting date **Ongoing**

Notice of decisions are posted on the District's Internet web site (<http://www.watermatters.org/procurement>) and at 2379 Broad Street, Building No. 2, Room 242, Brooksville, Florida 34604-6899.

Contract date **As needed, when needed**

PART III - NATURE OF SERVICES REQUIRED

3.1 PROJECT DESCRIPTION. This project is for the planning, project management and/or inspection services for hurricane debris removal activities within designated lands, creeks, rivers, streams and other waterbodies within the District's service area (Attachment 3, District Map), on an as needed, when needed basis. Respondents may submit their qualifications for any of the general project functions, planning, project management or inspection services. The required work, work areas, deadlines, funding amounts and funding sources are event dependant. Upon an event, the District anticipates developing a scope of work to meet its requirements. The District will then solicit quotes from the firms qualified under this RFQ process.

The District will make available to the successful Respondent(s) (Consultant) information pertaining to the project, including any access agreements with property owners.

3.2 SCOPE OF WORK. The Consultant may be required to provide planning, project management, or inspection services, including the allocation of sufficient and appropriate staff to plan, observe, document and report the proposed activities, assist the District in obtaining authorization for the use of private property (a GIS mapping system may be required to support this activity), develop an audit ready documentation system to track project costs and provide timely reports and other services directly related to project goals.

Services may include field monitoring for crews performing debris removal activities within the District. The Consultant will provide Project Managers, Field Representatives and support staff in sufficient numbers to adequately monitor and report debris removal and disposal activities, and ensure the work is being conducted in accordance with the Debris Removal Services Agreement between the Contractor and the District (Attachment 4, Sample Debris Removal Contractor Scope of Work). The Consultant will not be responsible for the Contractor, his agents, their safety, or their work.

The qualifications of key Consultant staff such as Project Managers and Field Representatives must be submitted to the District for approval. Key staff must be experienced and capable of identifying, evaluating and documenting the work and skill being used to complete the directed work. Key staff must be capable of taking prompt action to have work that is not in compliance with the District's agreements and specifications corrected. Once assigned, key staff are not to be changed without the prior written approval of the District.

The following are examples of the services that may be required of the Consultant:

3.2.1 Project Planning

- 3.2.1.1 Identify debris and prioritize its removal within each project area based upon the potential for adverse impacts to surrounding areas, i.e. flooding, property damage, etc.
- 3.2.1.2 Identify all property owners whose property may be used or possibly affected by the debris removal activities.
- 3.2.1.3 Negotiate District access agreements with property owners to authorize ingress, egress, and the use of property for staging or disposal. The District must execute the access agreement prior to any work being performed on a property.
- 3.2.1.4 Develop and maintain a list of all access authorizations and a log of all communications with property owners.
- 3.2.1.5 Identify disposal sites and obtain rights for the District to dispose of the removed debris.
- 3.2.1.6 Preparation of bid documents in logical work area segments. The bid documents may include descriptions, digital photographs and ground positioning system (GPS) locations of the debris to be removed, specific property authorizations, geographic information system (GIS) maps illustrating properties and project segment limits, disposal sites, and other relevant information.

3.2.2 Inspection Services

- 3.2.2.1 Advise contractors as to the status of all access agreements within the current and upcoming work areas, and the location of any "gaps" where access authorization has not been provided. Advise the contractor and District immediately if a contractor is found to be working in an area without having proper authorization from the affected property owner.
- 3.2.2.2 Monitor and record contractor activities, including verification of equipment and staff utilization, work performed, and adherence to permits. Ensure the work is performed in

accordance with the specifications included in the District's Debris Removal Services Agreement and Purchase Order with the Contractor. Documentation to include date-stamped digital photos, and GPS locations of where the photo was taken.

- 3.2.2.3 Collect contractors daily log sheets and confirm that staff and equipment indicated on the daily logs match your observations and work progress.
- 3.2.2.4 Conduct site meetings with contractors to review access to property, specifications, progress, performance schedules, compliance with applicable state and federal regulations and permits, and other relevant issues.
- 3.2.2.5 Inspect staging areas and review staging operations to ensure compliance with applicable state and federal regulations and permits. Visually inspect and record loads from staging areas.
- 3.2.2.6 Act as the primary interface between the District, contractors and property owners.
- 3.2.2.7 Mediate disputes and resolve non-compliance issues in the field. If not resolved, immediately notify the District's Project Manager for resolution.

3.2.3 Project Management

- 3.2.3.1 Attend meetings as necessary with District staff to address project related issues. Such meetings include, but are not limited to, pre-construction coordination meetings, construction kick-off meetings, meetings in the field to review work, and a meeting to present the final report for the debris removal. The Consultant will be available in the field during the hours that the Contractor is working for any other "meetings" deemed necessary by the District's Project Manager.
- 3.2.3.2 Review contractor invoices and make recommendations for payment.
- 3.2.3.3 Prepare weekly reports outlining the activities performed the past week, percent of work completed, proposed activities for the coming week. Include property owner contacts, a map of the progress, before and after digital photographs of where the debris was removed, along with the GPS location of where each photograph was taken. Document both acceptable and deficient features of the contractor's work and corrective actions taken. All records shall be on forms approved by the District, and be legible, dated and signed by the competent person creating the record.
- 3.2.3.4 The final report will include a summary report on the contractor's efficiency, cooperation, equipment, personnel and quality control.

3.3 **PERFORMANCE SCHEDULE.**

All work must be completed by the completion date set forth in the specific Request For Quotes. The date(s) for specific tasks may be based on public safety issues or on the District's funding agreements with the NRCS or other entities, as may be amended. The Performance Schedule will be a part of the Purchase Order issued to authorize the performance of the work.

3.4 **WORK PRODUCTS REQUIRED.**

The specific work products required will be included in the Purchase Order issued to authorize the performance of the work. Examples include, but are not limited to:

- 3.4.1 Minutes of meetings, including, but not limited to, pre-construction coordination meetings,

construction kick-off meetings and meetings in the field to review work.

- 3.4.2 Original access agreements that have been properly executed by the property owner and District.
- 3.4.3 GIS database of all affected properties, including property owner information, and details regarding owner authorized access or utilization of the property. A hard copy of this data must be provided to the District for each project area upon completion of the project planning activities for that project area with an updated version at the conclusion of all contractor activities.
- 3.4.4 Weekly reports for each project area outlining the activities performed the past week, percent of work completed and the proposed activities for the coming week. Include property owner contacts, a map of the progress, before and after digital photographs of where the debris was removed, along with the GPS location of where each photograph was taken. Document both acceptable and deficient features of the contractor's work and corrective actions taken. All records shall be on forms approved by the District, and be legible, dated and signed by the competent person creating the record.
- 3.4.5 The final weekly report of the activities performed by a contractor must be submitted within two (2) weeks of the completion of the project area.
- 3.4.6 Property Owner Log, including dates, time of notification, person contacted, and details of the discussion.

PART IV - INSURANCE REQUIREMENTS

4.1 INSURANCE REQUIREMENTS. Any contract resulting from this RFQ will require the Consultant to maintain, during the entire term of the contract, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the state of Florida and will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage:

4.1.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, including watercraft liability as applicable, with the following minimum limits and coverage:

Minimum Limits\$1,000,000 per occurrence

4.1.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person \$100,000
Bodily Injury Liability per Occurrence..... \$300,000
Property Damage Liability \$100,000

- or -

Combined Single Limit \$500,000

4.1.3 The District and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the District's interests arising from the contract.

4.1.4 Consultant must carry workers' compensation insurance in accordance with Chapter 440, F.S., and maritime law, if applicable. If Consultant does not carry workers' compensation coverage, Consultant must submit to the District both an affidavit stating that the Consultant meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.

- 4.1.5 The Consultant must obtain certificates of insurance from any subcontractor otherwise the Consultant must provide evidence satisfactory to the District that coverage is afforded to the subcontractor by the Consultant's insurance policies.
- 4.1.6 Certificates of insurance must provide for mandatory thirty (30) days prior written notice to the District of any change or cancellation of any of the required insurance coverage.

PART V - EVALUATION PROCEDURES

- 5.1 EVALUATION METHOD AND CRITERIA.** The District will evaluate responses by the criteria set forth below. During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes, to conduct site visits and to discuss responses with Respondents to assist firms in obtaining qualification.

Evaluation Criteria

Project goals and objectives are clearly understood and sound methods of completing the project planning, project management or inspection tasks are adequate.

The firm's ability to furnish the required services, including technical knowledge, project management and inspection experience, equipment, quality controls and support systems has been addressed.

Work site management, quality controls, communications and safety issues are adequate. Indicate how project planning, project management and inspection tasks will be integrated. This includes controls to ensure that the work is performed in accordance with the scope of work, as agreed to by the affected property owner, and in the proper location.

The commitment and efficient allocation of trained personnel and reliable equipment is appropriate for the work.

Performance history on similar projects, including the relevancy of references and the ability to complete projects on time and within budget has been presented and verified.

- 5.2 QUALIFICATION.** Respondents will be qualified on a pass or fail basis for the planning, project management and/or inspection services.

The District will update the list of qualified Consultants on an ongoing basis. The list will be posted on the District's Internet web site (<http://www.watermatters.org/procurement>) and at 2379 Broad Street, Building No. 2, Room 242, Brooksville, Florida 34604-6899. It is anticipated that a contract will be executed between Consultant(s) and the District on an as needed, when needed basis.

ATTACHMENT 1

QUALIFIED FIRMS FOR PLANNING, PROJECT MANAGEMENT AND/OR INSPECTION SERVICES FOR HURRICANE DEBRIS REMOVAL PROJECTS

<u>Company</u>	<u>Contact</u>	<u>Address</u>	<u>Telephone Number</u>	<u>Qualified*</u>
American Consulting Engineers of Florida, LLC	Ryan R. Forrestel	4111 Land O' Lakes Blvd., Ste. 210, Land O' Lakes, FL 34639	813-996-2800	All
Arbor Tree & Land d/b/a ATL Disaster Recovery	William Hodges	5796 Western Way, Lake Worth, FL 33463	561-965-2198	All
Beck Disaster Recovery, Inc.	Jonathan Burgiel	800 N. Magnolia Avenue, Suite 400, Orlando, FL 32803	407-803-5700	All
Bureau Veritas North America, Inc.	Jason Hill	3710 Corporex Park Drive, Suite 220, Tampa, FL 33619-1189	813-630-1680	All
East Central Florida RC&D	Nicholas Francisco	2012 E. Michigan Street, Orlando, FL 32806	407-896-0353	PM, IS
Engineered Resources, L.L.C.	Bansi Patel	9911 Bavaria Road, Fort Myers, FL 33913	239-939-5840	All
Grubbs Emergency Services, LLC	R. Victor Taglia	1115 South Main Street, Brooksville, FL 34601	352-796-7127	All
O'Brien's Response Management, Inc.	Gary J. Stankovich	555 Winderley Place, Suite 220, Maitland, FL 32751	407-702-1175	All
PBS&J	Steven N. Glenn	5300 West Cypress Street, Suite 200, Tampa, FL 33607	813-282-7275	All
T.Y. Lin International	Steven R. Blount	12802 Tampa Oaks Blvd., #245, Tampa, FL 33637	813-972-9444	All
Universal Engineering Sciences, Inc.	Fred J. Schmalzer	3532 Maggie Boulevard, Orlando, FL 32811	407-423-0504	IS
Williamsburg Environmental Group Inc.	Pamela E. Harris	1102 South Florida Avenue, Lakeland, FL 33803	863-686-1718	All

* P – Planning; PM – Project Management; IS – Inspection Services

ATTACHMENT 2

SPECIAL CONDITIONS FOR FEDERAL CONTRACTS UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE (NRCS) AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The Respondent agrees to comply with the following federal conditions in any agreement resulting from this Request For Qualifications.

1. Nonsolicitation and Conflicts of Interest.

The District and the District's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The Respondent will comply with any District rules and policies relating to real, apparent, or potential conflicts of interest. (7 CFR §3016.36(b)(3))

2. Contracting With Small And Minority Firms, Women's Business Enterprise And Labor Surplus Area Firms.

The respondent will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The affirmative steps shall include:

- 2.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 2.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises
- 2.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- 2.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce. (7 CFR §3016.36(e))

3. Patent, Copyright and Intellectual Property.

The work performed by the Respondent under an award will be considered work for hire. All deliverables including, but not limited to, original data collected, manuals, documentation, information technology, software or any patentable or copyrightable materials(s) developed, in whole or in part, by the Respondent in the performance of the work is and shall become the property of the District and may not be the subject of an application for copyright or patent by or on behalf of the Respondent, its officers, employees, agents or assigns.

- 3.1 The Respondent will also be required to comply with any and all policies and regulations of the NRCS, as updated from time to time, pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of the work. (7 CFR §3016.36 (i)(8))

3.2 Furthermore, the applicable Federal and State awarding agency (NRCS, FEMA), State of Florida Department of Community Affairs (DCA), State of Florida Department of Environmental Protection (FDEP) and the District, will reserve a royalty-free, nonexclusive, perpetual, paid-up and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state or local government purposes, the copyright in any work developed by the Respondent and any rights of copyright in which the Respondent purchases ownership as part of completion of the work. (7 CFR §3016.36(i)(9))

3.3 The Respondent, at his or her own expense, must defend any action brought against the NRCS, FEMA, DCA, FDEP or District to the extent that such action is based upon a claim that any deliverable supplied by the Respondent infringes upon a United States patent or copyright, violates a third party's trade secret or violates any other law relating to intellectual property. The Respondent must pay any costs and damages awarded against the NRCS, FEMA, DCA, FDEP or District in any such action.

4. Access to Records.

The Respondent must be prepared to permit access by the NRCS, FEMA, DCA, FDEP, the District, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the performance of work under the proposal for the purpose of audits, examinations, excerpts, and transcriptions. (7 CFR §3016.36(i)(10))

The Respondent must be prepared to retain all required records for three years after the District makes final payments and all other pending matters are closed. (7 CFR §3016.36(i)(11))

5. Audit Requirements.

The Respondent will comply with any District policies related to compliance with provisions of OMB Circular No. A-133, as revised (issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156), which sets forth the standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards. Respondent's records may be reviewed for compliance with the Single Audit Act, and Respondent's records may also be included within the scope of an audit in order to determine compliance with applicable laws, regulations, and grant provisions. (7 CFR §3016.26; OMB Circular A-133, as revised, § ___.210)

6. Clean Air Act/Clean Water Act.

The Respondent will recognize and adhere with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq., section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 32). (7 CFR §3016.36(i)(12))

7. Adherence to State Energy Conservation Plan.

The Respondent will recognize and adhere with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub L 94-163, 89 Stat. 871). (7 CFR §3016.36(i)(13))

8. Lobbying Restrictions.

The Respondent must certify, to the best of his or her knowledge and belief, that:

- 8.1 No federal appropriated funds have been paid or will be paid on his or her behalf, or on behalf of the business he or she is associated, 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 the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. (7 CFR 3018)
- 8.2 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 federally funded contract, grant, loan, or cooperative agreement, the Respondent will be required to make disclosure by completing Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 8.3 Submission of this certification is a prerequisite for the award of an agreement, as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure. Pursuant to Section 216.347, Florida Statutes, and applicable federal law, the Respondent further must agree that no funds allotted under the award from the District will be expended for the purpose of lobbying the Florida Legislature, state agency employees, Members of Congress, officers or employees of Congress, or an employee of a Member of Congress.

9. Nondiscrimination.

The Respondent will recognize and adhere to all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- 9.1 Title VI of the Civil Rights act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin (7 CFR part 15);
- 9.2 Title 7 CFR part 15, Nondiscrimination in Federally-Assisted Programs, which effectuates the provisions of Title VI of the Civil Rights Act of 1964 to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture. Respondent will also be responsible for submitting such compliance reports to the District as may be necessary to carry out its obligations under this regulation;
- 9.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681 –1683, and 1685-1686), which prohibits discrimination on the basis of sex) (7 CFR part 15a);
- 9.4 Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. Section 794), which prohibits discrimination on the basis of handicaps (7 CFR part 15b);
- 9.5 The Age Discrimination Act of 1975, as amended (42. U.S.C. Sections 6101-6107) and Title 7 CFR part 15d, which prohibits discrimination on the basis of age;

9.6 The requirements of any other nondiscrimination statute(s), which may apply.

10. Certification Regarding Debarment and Suspension.

The District cannot make any award or permit any award or agreement at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension," which requires that executive departments and agencies participate in a government wide system for nonprocurement debarment and suspension. (7 CFR part 3017).

10.1 The Respondent therefore must certify that he or she, or the firm or business he or she is associated with has not been:

10.1.1 Debarred or suspended;

10.1.2 Proposed for debarment under 48 CFR part 9, subpart 9.4; or

10.1.3 Ineligible for or voluntarily excluded from the covered transaction.

10.2 The Respondent will be required to complete the form entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Federally Funded Transactions."

10.3 Furthermore, the Respondent must agree not to contract for goods or services or knowingly conduct business with any individual, firm, or business that is:

10.3.1 Debarred or suspended;

10.3.2 Proposed for debarment under 48 CFR part 9, subpart 9.4; or

10.3.3 Ineligible for or voluntarily excluded from the covered transaction.

10.4 Violation of this restriction may result in disallowance of costs, annulment or termination of the Agreement, issuance of a stop work order, debarment or suspension, or other remedies as appropriate.

10.5 The Respondent must provide immediate written notice to the District if at any time the Respondent learns that its certification, or the certification of its contractors, was erroneous when submitted or has become erroneous by reason of changed circumstances.

11. Drug-Free Workplace Certification Requirements.

The Respondent must comply with the applicable provisions of the Drug-Free Workplace Federal requirements as set forth in 7 CFR, part 3021. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited. Respondent's who are directly engaged in the performance of work under a NRCS or FEMA grant must abide by the terms of the Respondent's Drug-Free Workplace policies, and notify the District in writing of a conviction for a violation of a criminal drug statute no later than ten (10) calendar days after such conviction (7 CFR §3021.225).

12. Environmental Standards.

The Respondent will recognize and adhere to the environmental standards, which may be prescribed pursuant to the following:

- 12.1 Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended (hereinafter NEPA) (P.L. 91-190, 42 U.S.C. 4321 et. seq.), Executive Order (EO) 11514 and Executive Order 11991, 42 FR 26967 (1977), and the procedural provisions for the implementation of NEPA found in the Council on Environmental Quality (CEQ) Regulations (National Environmental Policy Act Regulations, 43 FR 55978 (1978); (40 CFR parts 1500 - 1508; 7 CFR 1b)
- 12.2 Notification of violating facilities pursuant to EO 11738;
- 12.3 Protection of wetlands pursuant to EO 11990;
- 12.4 Evaluation of flood hazards in floodplains in accordance with EO 11988;
- 12.5 Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et. seq.);
- 12.6 Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7410 et seq.);
- 12.7 Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
- 12.8 Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). (grant assurance provision)

13. Compliance with the Wild and Scenic Rivers Act.

The Respondent will recognize and adhere, if applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 470) relating to protection of components or potential components of the national wild and scenic rivers system, EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a et seq.). (grant assurance provision)

14. Recycled Paper.

Pursuant to U. S. Environmental Protection Agency (EPA) Order 1000.25, dated January 24, 1990, the Respondent agrees to have all reports printed on recycled paper. This requirement does not apply to reports prepared on forms supplied by the EPA. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

15. Adherence to Hatch Act.

The Respondent will recognize and adhere with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

16. Adherence to Stafford Act (42 U.S.C. 5150).

The Respondent agrees that at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the Respondent or employees of other businesses residing or primarily doing business in the designated area.

ATTACHMENT 3 DISTRICT MAP



ATTACHMENT 4 SAMPLE DEBRIS REMOVAL CONTRACTOR SCOPE OF WORK

PROJECT DESCRIPTION.

The District may be required to remove hurricane-generated debris from lands or waterways located within the geographic boundaries of the District.

The four (4) general groups of hurricane-generated debris to be removed are:

1. Vegetative debris
2. Construction and demolition debris
3. Hazardous material
4. Recyclable material (metal and white goods)

Note: The removal of boats, vessels, or other watercraft is not allowed under this project.

Three (3) general scenarios of debris removal are:

1. Land based
2. Water based, three (3) feet or less of water depth
3. Water based, greater than three (3) feet of water depth

Debris removal must be conducted in an environmentally sensitive manner and in compliance with all applicable federal, state and local rules and regulations. At a minimum, and as applicable, this must involve coordination with the Environmental Resource Permitting staff of the Florida Department of Environmental Protection (FDEP) or District.

SCOPE OF WORK.

The Contractor will be required to provide all supervision, labor, materials, tools, equipment and training necessary for the performance and completion of the debris removal work.

The Contractor will be responsible for the daily onsite project management of its crews. The work must be accomplished in accordance with the applicable specifications and performance schedule. Weekly progress reports, with work site pictures and Global Positioning System (GPS) waypoints, must be submitted (emailed) to the District on a weekly basis.

The Contractor must not interfere with disaster recovery activities of federal, state, and local governments or public utilities.

Services expected from the Contractor may include but are not limited to the following:

1. Clearing of Water Based Debris

- 1.1 The work will consist of clearing storm debris in the designated waterways (channels, canals, streams, etc.). This includes the removal and disposal of trees, logs, stumps, brush, tops, blockages, rubbish, and debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of bank down to and including items in

the water and other items as may be designated by the District. All obstructions to navigation and/or flow will be removed by methods including, but not limited to sawing, cabling, winching, lifting, or dragging.

- 1.2 Removal of all trees, branches, or other hazards, that are leaning into and obstructing the waterway or areas above the waterway. This includes removal of trees that are at an angle equal to or greater than 45° measuring from the vertical, low overhanging branches with a diameter equal to or less than six (6) inches, any tree or branch that is within 6 feet of the surface of the waterway.
- 1.3 The following guidelines will be used to determine which trees and brush to remove.
 - 1.3.1 All downed trees, brush, limbs, tops, vines, and other washed-in woody vegetative materials lying completely or partially within the stream banks must be removed.
 - 1.3.2 Undermined or storm damaged trees within or outside the banks which are still standing but likely to fall into the stream will be removed.
 - 1.3.3 Naturally leaning trees with apparently undamaged root systems and other natural, undamaged vegetation will remain in its natural condition and not be removed.

Trees designated for removal must be cut off as near to the ground surface as conventional cutting tools or field conditions will permit.

All building materials, construction and demolition debris, manufactured items, and other loose foreign debris lying completely or partially within the limits of designated areas must be removed.

Removal of standing trees outside of stream banks is limited to the cutting of severely damaged trees leaning across the channel and other trees as needed to gain access for equipment to points of channel blockage.

This project does not include the removal of stumps, root systems, or material “attached” to the bottom of the flow way.

2. Clearing of Land Based Debris

The work will consist of clearing storm debris in the designated land based areas as deemed appropriate by the District. This includes the removal and disposal of trees, logs, stumps, brush, blockages, rubbish, and debris. In addition, all foreign debris such as building materials and manufactured items (e.g., stoves, refrigerators, washing machines, other household goods, cars, tin, foam, construction and demolition debris, etc.) must also be removed. All obstacles or obstructions identified by the District must be removed by methods including, but not limited to sawing, cabling, winching, lifting, dragging, pushing, loading, etc.

3. Disposal of Debris

- 3.1 All foreign debris such as building materials and manufactured items (e.g., stoves, refrigerators, washing machines, other household goods, cars, tin, foam, construction and demolition debris, etc.) found within the limits of the debris cleanup area must be hauled to off-site disposal area(s) or alternative sites that are obtained by the Contractor and approved by the District. Unless otherwise specifically approved by the receiving landfill, all debris must be separated by vegetative, construction and demolition, "white goods," and tires prior to placement in the landfill.
- 3.2 The Contractor will be responsible for the proper disposal of all vegetative debris collected or generated at the work site. Depositing the debris on the adjacent property away from the channel (cut and place) can only be performed in areas that will be designated by the District. At a minimum, any debris that is deposited on adjacent properties must be cut in a fashion that will inhibit it from rolling back into the waterway. For example, tree limbs and stumps should be cut so tree debris lies flat against the ground no higher than three (3) feet and breaks in debris will be provided to allow water to enter the waterway.
- 3.3 The Contractor may utilize equipment in a mulching or chipping operation provided there is no dispersion of material in the surrounding creeks or wetland areas, nor placement of material in depths greater than three (3) inches within the work area. Any placement of mulched or chipped material must be such that it will remain in a stable condition. It shall be the Contractor's responsibility to obtain permission from the property owner to leave any mulch or chipped material on site.
- 3.4 Burning of debris may be allowed after the Contractor receives all necessary permits and approvals. This includes written permission from the affected property owners; and all applicable local, state, and federal permits.
- 3.5 For waterways with an extensive floodplain, the Contractor may be allowed to dispose of vegetative debris by depositing it away from the flow way within the floodplain. The District will identify areas where this approach is acceptable. The debris must be placed in such a manner to inhibit movement of the materials back into the flow way by subsequent high water flows.
- 3.6 Where petroleum or gas tanks, pesticide containers or other hazardous materials are found within the limits of the debris cleanup work area, the Contractor must note the location of the tank, container, or material and notify the District. The Contractor must avoid disturbance or damage to the tank, container, or materials.
- 3.7 Fees for disposal, such as weighing and landfill fees will be reimbursed at the Contractor's cost.

4. Equipment

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

- 4.1 The type of equipment used must be appropriate for the conditions. The District

reserves the right to determine what types of equipment are appropriate for site conditions, or as may be necessary to conform to regulatory requirements. The Contractor must contact the District for approval of any "unusual" equipment prior to submitting a quote utilizing the "unusual" equipment.

- 4.2 The use of temporary cofferdams or portable flotation devices to regulate upstream water depth to facilitate completion of the work may be required. The use and deployment of such devices will be considered and utilized at the discretion of the District. All permits for such deployment is the sole responsibility of the Contractor.

5. Contractor Personnel

- 5.1 Operators must be qualified and appropriately licensed to operate the equipment they are assigned to operate.
- 5.2 The Contractor must provide the number of crews necessary to complete work in an effective and timely manner to meet deadlines set forth in applicable Purchase Orders.
- 5.3 The Contractor must provide at least one on-site Superintendent for the project. The Contractor must designate one working foreman for each work site. Each working foreman shall have the ability to communicate orally in English and in the language or languages needed to direct the employees under their supervision. Each superintendent must be equipped with a cellular phone capable of communicating with the telephone system used by the District.
- 5.4 The use of any subcontractors that have not been pre-qualified as a part of the Contractor's team in the Request For Qualification process must be pre-approved by the District in writing prior to their performance of any work.

6. Safety

- 6.1 The Contractor must comply with all OSHA requirements to include initial and regularly documented safety meetings.
- 6.2 The Contractor must maintain and use all required and necessary personal protection equipment to ensure safe operations. Such materials include, but are not limited to: hard hats, hearing protection, flotation devices, chaps, goggles and gloves.
- 6.3 The Contractor must supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor.
- 6.4 The Contractor must provide appropriate containers to be used for off-site disposal of hazard materials, such as chemical pollutants, lubricating or transmission oils, greases, etc.
- 6.5 Silt screens, turbidity barriers or curtains and floating markers with anchors must be available for use at all times when work is being performed.

7. Private Property

The District will obtain license agreements (rights of entry) from affected property owners to facilitate completion of the project. For areas where license agreements have been obtained, the District will furnish information describing the type and location of activities that have been authorized by the property owner. In order to complete the project, the Contractor may have to negotiate additional approvals with private property owners. Written documentation of said agreements must be provided to the District and approved prior to conducting such approved activities.

7.1 The Contractor will only perform work in those areas where a license agreement or other approved written authorization as described in the paragraph above has been obtained. In addition, the Contractor will only perform those activities expressly authorized in the license agreement or approved written authorization.

7.2 The Contractor will be paid for actual work performed, and will not be paid for bypassing areas where a license agreement was not obtained.

8. Restoration

Staging areas and areas disturbed from debris removal activities must be restored to the satisfaction of the property owner and District.

9. Permits

The District will obtain all necessary permits for areas identified for use in the Request for Quotes. The Contractor will be responsible for obtaining all necessary permits for the use of additional areas obtained by the Contractor in accordance with Paragraph 7, Private Property.

10. Inspections for Payment

The Contractor will schedule an inspection with the District when work in an area is complete and ready to be invoiced. If the work passes inspection, the Contractor may invoice the District for payment. If the work fails inspection, the Contractor will rework the area to comply with the specifications for that area.

A re-inspection fee will be set forth in each Purchase Order based on the estimated cost to re-inspect an area. The Contractor will be charged this re-inspection fee for any re-inspections of an area beyond the initial inspection and one (1) re-inspection. The fee will be deducted and retained out of the monies payable to the Contractor, or if not so deducted, the Contractor will be liable thereof.

PERFORMANCE SCHEDULE.

All work must be completed by the completion date set forth in the specific Request For Quotes. The date may be based on public safety issues or on the District's funding agreements with the NRCS or other entities, as may be amended. The Performance Schedule will be a part of the Purchase Order issued to authorize the performance of the work.

WORK PRODUCTS REQUIRED.

1. Copies of any License Agreements obtained independently by the Contractor.
2. Copies of all permits obtained by the Contractor.
3. Minutes of initial and all regularly conducted safety meetings.
4. Weekly progress reports, with work site pictures and GPS waypoints.

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