

MEMORANDUM OF AGREEMENT

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

And

THE CITY OF LEESBURG

This Memorandum of Agreement (hereinafter the “Agreement”), made and entered into this _____ day of _____, 2008, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and the CITY OF LEESBURG, a Florida Municipal Corporation (hereinafter referred to as the CITY),

WHEREAS, it is the policy of the DEPARTMENT and of the CITY to cooperate with each other in order to maximize the use and allocation of the monetary resources each are entrusted with, and

WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program codified at 23 USC §125; and

WHEREAS, the implementation of this Agreement is based on the consideration of future severe natural disasters that could affect the Transportation Facilities within the geographical limits of the CITY; and

WHEREAS, the implementation of this Agreement is in the best interests of both the DEPARTMENT and the CITY and it would be most practical, expeditious, and economical for the CITY to participate with the DEPARTMENT to perform the services as needed as described in Exhibit “A” and Exhibit “B”, attached hereto.

NOW THEREFORE, in consideration of the foregoing and on the basis of establishing the expectations of and the obligations of each party hereto, the parties agree as follows:

1. It is understood by the DEPARTMENT and the CITY, in the event of any severe natural disasters that affect various State Road Transportation Facilities within the CITY as described in Exhibit “A” and Exhibit “B”, attached hereto, the CITY will be pre-positioned to do “Emergency Debris Removal Cut and Toss and Emergency Debris Removal” activities.
2. The DEPARTMENT will authorize and direct the CITY to perform services under the terms of this Agreement on an as needed basis. Execution of this Agreement does not guarantee that any work or services will be authorized.
3. The CITY understands that all “Emergency Debris Removal Cut and Toss and Emergency Debris Removal” activities performed on eligible FHWA facilities are subject to the terms and conditions of the Emergency Relief Program Manual at <http://www.fhwa.dot.gov/reports/erm/erm.pdf>.

4. The CITY understands and agrees that any third party agreements that it enters into for which the CITY intends to seek reimbursement involving FHWA Emergency Relief Program funds that the agreement(s) must meet all applicable Federal regulations. The CITY understands that any third party agreements that it has entered into that are found to be non-compliant with Federal regulations that cause the DEPARTMENT to be denied reimbursement from FHWA, the CITY will not be eligible for reimbursement from the DEPARTMENT for the amounts denied by FHWA.

5. Agreements that are entered into by the CITY with third parties to perform “Emergency Debris Removal Cut and Toss and Emergency Debris Removal” activities for which the CITY intends to seek reimbursement involving FHWA Emergency Relief Program funds shall:

- a. Be negotiated, solicited or openly bid by the CITY.
- b. Include the “Required Contract Provisions for Federal-Aid Construction Contracts” (FHWA – 1273).
- c. Mandate coordination by the CITY and the third party contractor to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969.
- d. Mandate compliance with 49 CFR Part 26, Disadvantage Business Enterprise Program, including the requirements for the Contractor and/or the CITY to report monthly on the Equal Opportunity Reporting System on the DEPARTMENT’S website found at www.bipincwebapps.com/bizwebflorida/.
- e. Mandate compliance with all requirements as imposed by the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the CITY pursuant thereto.
- f. Mandate compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief construction projects.

6. Reimbursement to the CITY for services described in this Agreement is subject to the issuance of an Executive Order issued by the Office of the Governor and the DEPARTMENT and the CITY entering into an Emergency Local Government Emergency Relief Reimbursement Agreement. Reimbursement to the CITY would be for eligible costs from funds allocated to the DEPARTMENT by FHWA for said purposes. The DEPARTMENT would enter into said agreement as the administrator of the FHWA Emergency Relief Program with the funds being subject to the terms and conditions of 23 USC § 125 and the Program Administration Manual published by FHWA.

7. Any Emergency Debris Removal activities for subsequent passes after the initial first pass performed on various State Road Transportation Facilities as described in Exhibit “A”, the CITY will seek reimbursement directly from FEMA.

8. Either party may unilaterally cancel this Agreement with reasonable notice in writing of not less than 180 days.

IN WITNESS WHEREOF, the CITY has executed this Agreement this _____ day of _____, 2008, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2008.

CITY OF LEESBURG

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: Alan E. Hyman, P.E.

Title: _____

Title: Director of Transportation Operations

Attest:

Attest:

Betty Richardson, City Clerk

Executive Secretary

City Legal Review

Legal Review:

EXHIBIT “A”

SCOPE OF SERVICES

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER -- CUT AND TOSS

1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of Natural Disaster-related emergency debris removal (cut and toss) from Federal Aid Highway segments and State roadways within the City of Leesburg (CITY). With approval from the DEPARTMENT, the CITY shall provide all services described herein and any other services required to complete the project. Activities include field operations and debris management. All debris removal and waste management services shall be in accordance with all applicable federal and state laws, and environmental regulations. The roads and limits for which the CITY may be responsible for are:

Section 11002 SR 44 from M.P. 0.000 to M.P. 4.514
Section 11010 SR 44 from M.P. 1.513 to M.P. 2.365
Section 11010 SR 500 from M.P. 6.035 to M.P. 11.699
Section 11010-047 SR 500 from M.P. 0.000 to M.P.2.463
Section 11040 SR 25/500 from M.P. 0.000 to M.P. 5.810
Section 11200 SR 25 from M.P. 32.655 to M.P. 33.710

The Department, at its sole discretion, may elect to perform work with in-house or contract forces.

Proper documentation, as required by Federal Highway Administration (FHWA) shall be provided for all debris removal operations to ensure funds will be allocated to the Department from FHWA for reimbursement.

2.0 SERVICES TO BE PROVIDED BY THE CITY

Field Operations

The following listed services shall be performed by the CITY upon approval from the DEPARTMENT:

- Provide equipment, labor, and materials necessary to perform “cut and toss” for clearing of the pavement area of the roadways as directed. “Cut and toss” is defined as cutting and/or pushing the debris off of the roadway sufficiently to allow safe vehicular traffic on all lanes. The services include, but are not limited to, cutting and removing vegetative debris and other debris to a point two feet beyond the curb and gutter section or to a point two feet beyond the edge of pavement (i.e. 2 feet beyond the paved shoulder or edge of turn lane (s) whichever is further) and vertical clearance of 16 feet as needed.

- Provide traffic control (day and/or night) using current Department Design Standards.
- Ensure all CITY and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- Coordinate with utility companies, as required, to permit safe removal of debris.

3.0 SERVICES TO BE PROVIDED BY THE DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

Field Operations

- Identify and evaluate the scope of the post-disaster debris problem.
- Identify in cooperation with the CITY which transportation systems the CITY is responsible for clearing.
- Provide periodic site inspection to insure that the State Road Transportation Facilities are cleared and open.

EXHIBIT “B”

SCOPE OF SERVICES

EMERGENCY DEBRIS REMOVAL – HURRICANE -- DEBRIS REMOVAL

1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of debris removal from Federal Aid Highway segments and State roadways within the City of Leesburg (CITY). The CITY shall provide all services described herein and any other services required to complete the project. Activities include, but are not limited to, field operations, debris pickup, debris hauling and removing, debris staging and reduction, temporary debris storage site management and debris management. All debris and waste management shall be in accordance with all federal and state laws, and environmental regulation. Roads will be identified by the Department and direction given to the CITY for Roads and limits for which the CITY will be responsible for. The Department reserves the right to add or delete highway segments at the direction of the Engineer. The roads and limits for which the CITY may be responsible for are:

Section 11002 SR 44 from M.P. 0.000 to M.P. 4.514
Section 11010 SR 44 from M.P. 1.513 to M.P. 2.365
Section 11010 SR 500 from M.P. 6.035 to M.P. 11.699
Section 11010-047 SR 500 from M.P. 0.000 to M.P.2.463
Section 11040 SR 25/500 from M.P. 0.000 to M.P. 5.810
Section 11200 SR 25 from M.P. 32.655 to M.P. 33.710

The Department, at its sole discretion, may elect to perform work with in house forces or other contract forces.

Proper documentation as required by FHWA and FEMA are required for all debris operations to ensure funds will be allocated to the Department. Any activities performed by the CITY for subsequent passes after the initial first pass, the CITY will seek reimbursement directly from FEMA.

2.0 SERVICES TO BE PROVIDED BY THE CITY

Field Operations

The listed services shall be performed by the CITY upon approval from the DEPARTMENT:

- Provide equipment, labor, and materials necessary to perform the “first pass” and all subsequent passes as directed. “First Pass” is defined as removing all debris on

the affected roadways from within the rights-of-way as directed and authorized by the Department, FHWA, FEMA and their authorized representatives. The work associated with “first pass” and subsequent passes, includes but is not limited to: cutting fallen vegetative debris; picking up and loading vegetative, C & D and Hazardous Materials; hauling materials to either a temporary debris staging and reduction site or final legal disposal site; volume reduction at the temporary debris staging and reduction site; and final hauling and disposal at an appropriate landfill or “waste to energy” facility.

- Once road priorities are established by the Department or its representative, crews shall be required to complete entire sectors and/or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone. Provide labor, equipment and materials necessary to remove all stumps authorized by the Department, FHWA and FEMA. Stump removal operations shall be in accordance with FHWA and FEMA guidelines
- Provide traffic control (day or night) using current FDOT Design Standards.
- Ensure all CITY and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- Coordinate with Utility Companies, as required, to permit safe removal of debris.
- The City is required to measure and certify all trucks. All Temporary Debris Staging and Reduction Sites (TDSR’s) shall be equipped with at least one tower from which monitors can safely view contents on each load and determine capacities of each load entering and exiting the TDSR.
- Provide a means for securing all TDSR’s, throughout the life of the activities, to ensure no unauthorized or illegal dumping can occur at the site.
- Vacuum inlet and sweep curb and gutter sections.
- Damaged trees and exposed roots are to be removed to ground level.
- Remove leaning trees which are not an immediate hazard only when directed by FDOT or their designated representative.
- Fill any holes left by removed trees.

Staging/Reduction

- Secure the necessary permits for the TDSR’s for any non FDOT approved sites from the appropriate regulatory agencies, prepare and manage the TDSR’s and when operations are complete, return all TDSR’s to their original condition to the satisfaction of the Department and the regulatory agencies. Perform any testing

required or requested by the regulatory agencies to ensure TDSR's have not been contaminated.

- Provide, operate and maintain equipment for debris reduction.
- Maintain segregation of debris (vegetative vs non-vegetative).
- White goods shall be recycled in accordance with all federal, state and local rules, regulations and laws.
- Remove and recover Freon from any white goods, such as refrigerators, freezers or air conditioners, at the final disposal site in accordance with federal, state and local rules, regulations and laws.
- C&D debris shall be hauled directly to a licensed FDEP and EPA disposal facility. In the event that an approved facility is not available (operational or practical), the City shall have the ability to stage (store) the C&D debris with the understanding that even a temporary site needs to satisfy all FHWA and FEMA requirements to ensure reimbursement.

3.0 SERVICE TO BE PROVIDED BY THE DEPARTMENT OR THEIR DESIGNATED REPRESENTATIVE

Field Operations

- Identify and evaluate the scope of the post-disaster debris problem.
- Identify in cooperation with the CITY which transportation systems the CITY is responsible for clearing.
- Provide periodic site inspection to insure that the State Road Transportation Facilities are cleared and open.