



City of Pembroke Pines

AGREEMENT FOR DISASTER DEBRIS MANAGEMENT SERVICES

THIS AGREEMENT ("Agreement"), is dated this 12th day of January, 2021 and is entered into by and between:
2022

CITY OF PEMBROKE PINES, a municipal corporation, of the State of Florida, with a business address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY",

and

D & J ENTERPRISES, INC., a For Profit Corporation as listed with the Alabama Division of Corporations, authorized to do business in the State of Florida, and with a business address of 3495 Lee Road 10, Auburn, AL 36832-8040, hereinafter referred to as "CONTRACTOR". CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH

WHEREAS, the CITY may experience massive destruction by the impact of a hurricane making landfall, violent storms, spawning tornadoes, as well as other natural and/or man-made disasters (hereinafter "Catastrophic Events"); and,

WHEREAS, the CITY finds it necessary to contract with Debris Recovery Contractors in order to remove disaster generated debris from public property and public rights of way so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services following a Catastrophic Event; and,

WHEREAS, the CITY finds it necessary to contract with Debris Recovery Contractors in order to remove disaster generated debris from private property, subject to compliance with any and all local, state and federal regulations, including FEMA requirements so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services following a Catastrophic Event; and,

WHEREAS, the CITY previously issued **Request for Proposal #AD-21-02** (hereinafter "RFP"), for Disaster Debris Management Services, on an as needed basis, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference; and,

WHEREAS, the prices set forth in this Agreement and being charged by the CONTRACTOR are consistent with the market value and rates currently being charged to local governments throughout South Florida for the same or similar work by other debris removal vendors and caused by the exigent circumstances that has resulted in the necessity for this Agreement; and,



City of Pembroke Pines

WHEREAS, the services to be provided by the CONTRACTOR will include emergency push and storm debris collection and disposal in the CITY following a Catastrophic Event, the CONTRACTOR will also provide a range of related services including damage assessment, training, emergency planning and other services as needed and requested by the CITY; and,

WHEREAS, other services provided by the CONTRACTOR may include facilitating communication and coordination with the Federal Emergency Management Agency (hereinafter "FEMA"), the Federal Highway Administration (hereinafter "FHWA"), Broward County, the State of Florida and other federal, state or local agencies, and state insurance representatives; and,

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and,

WHEREAS, FEMA's regulations require that the CITY has a written contract with its Contractors to be used following Catastrophic Events, as described above; and,

WHEREAS, the CITY and the CONTRACTOR have reached a mutual agreement as to the terms and conditions of such services; and,

WHEREAS, this Agreement does not preclude the CITY's from using other vendors which provide the same or similar services as provided by the CONTRACTOR on an as needed basis; and,

WHEREAS, this Agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events and when an emergency situation exists which threatens the life, safety or welfare of the citizens of Pembroke Pines; and,

WHEREAS, the City Commission of the City of Pembroke Pines, Florida deems it in the best interest of the citizens and residents of the CITY to enter into an agreement with CONTRACTOR for Disaster Debris Management Services.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1 – Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2 - Scope of Professional Services

2.1 Debris Removal. It is the intent of this Agreement for the CONTRACTOR to remove as quickly as possible all disaster generated debris from public property and public rights-of-way, and private property as authorized by the CITY, so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services. Clean up, demolition and removal will be limited to: (1) that which is determined to



eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public property (or private property when specifically authorized by the CITY), and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction, and disposal of debris from CITY streets, roads, and right-of-ways, public property and facilities and any other facility or site as directed by the designated representative of the CITY.

Specifically, the Scope of Services shall encompass the Disaster Debris Management Services as more particularly described in the RFP, attached hereto and made a part hereof as **Exhibit "A"** and the Contractor's submittal, included as **Exhibit "B"** attached hereto and made a part hereof.

- 2.1.1 Ownership and Disposal of Debris.** The CONTRACTOR shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. Debris shall include "storm-generated yard trash" as defined in §403.703 Florida Statutes, as may be amended from time to time. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon final disposal at a properly permitted disposal site. The CONTRACTOR shall be responsible for the lawful disposal of all debris handled or transported. The CONTRACTOR shall not use any disposal site not designated by the CITY without written consent.
- 2.1.2 Technical Disaster Recovery Assistance.** It is the intent of this agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials of the CITY. This service shall include Program Management Assistance.
- 2.1.3 Permits and Regulations.** All necessary permits, licenses and certificates required for the execution of this Agreement as set forth in **Exhibit "A"** shall be secured and paid for by the CONTRACTOR.
- 2.1.4 Event Closure.** In accordance with **Exhibit "A"**, CONTRACTOR will assist the CITY in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agencies for disaster recovery efforts by CITY staff and designated Debris Removal Contractors.
- 2.1.5 Services and Facilities.** It is understood that, except as otherwise specifically stated in this Agreement and Attachments to this agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice-To-Proceed as agreed upon by both parties.
- 2.1.6 Measurement of Quantities.** Work specified herein shall be measured by the CITY according to U.S. Standard Measure and information provided by the CONTRACTOR. The method of measurement and computation to be used to determine quantities of debris managed will be those generally recognized as conforming to good engineering



practice. The principle method of measurement will be debris volume in cubic yards. Material measured in vehicles will be allowed at the full measured volume of the vehicle unless the inspector determines that a lesser volume has been loaded.

2.1.7 Scheduled Passes. The CONTRACTOR shall make multiple scheduled passes of each site, location or area impacted by the Catastrophic Event. The number and schedule of passes shall be determined through CITY-CONTRACTOR consultation. It is the CITY'S intent that the CONTRACTOR shall make as many passes as the CITY may direct to complete the removal and lawful disposal of all natural disaster generated debris.

2.2 Supervision by CONTRACTOR. The CONTRACTOR will supervise and direct all Services. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONTRACTOR will employ and maintain on the worksite a qualified supervisor(s) who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor(s) by the CITY's Authorized Representative shall be as binding as if given to the CONTRACTOR. The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

2.3 Changes in the Scope of Services. The CITY and CONTRACTOR may at any time order changes within the scope of services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms, conditions, and the scopes of services of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the services provided. CITY's Signatory Authority for such changes shall be as set for in the CITY's Code of Ordinances.

Article 3- Term of Agreement

3.1 Term. This Agreement shall be effective for an initial five (5) year period commencing on the date of execution by both Parties through December 31st, 2026, at 11:59 PM.

3.2 Contract Pricing. The pricing negotiated with the CONTRACTOR shall remain firm during the term of the Agreement as evidenced in **Exhibit "B"** attached hereto and incorporated herein by reference. After the initial first year of the Agreement, on the following January 1st, and annually thereafter, the rates shall be automatically increased according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale-West Palm Beach, FL Area for the annual change for the month of April or two percent (2%), whichever is less but not less than zero percent (0%).

Article 4- Payment

4.1 Payment for all services shall be done in accordance with **Exhibit "A"** and as set forth herein. Pricing for all services shall be done in accordance with **Exhibit "B"** attached hereto and incorporated herein by reference.



4.2 The CONTRACTOR expressly agrees that it will not be compensated for disposing of any material not defined as eligible debris. The term "eligible debris" shall have that meaning as given under 44 C.F.R. 206.224 and as further defined in the FEMA Debris Management Assistance Policy Guidebook. The CONTRACTOR and CITY will inspect each load to verify that 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. 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 numbered tickets shall be supplied to the CITY by the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification for 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 tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date for additional clarification prior to payment of those tickets.

4.3 Invoices shall be submitted in duplicate to the Director of Public Services, City of Pembroke Pines, 8300 S. Palm Drive, Pembroke Pines, Florida 33025, no more than once every fifteen (15) days. Each invoice shall contain a detailed description of services and fees as set forth in **Exhibit "A"**.

4.4 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.5 Other than the fees set forth herein, the CONTRACTOR shall not be entitled to payment for expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5- CITY Obligations

5.1 The CITY shall furnish all information and documents necessary for the commencement of work to include valid written Notices to Proceed. A representative will be designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Notice to Proceed. Providing inspectors for the monitoring of debris operations shall be the responsibility of the CITY, as required by Federal law and policy governing those specific operations.

5.2 The CITY shall pre-designate necessary Temporary Debris Storage and Reduction ("TDSR") sites either within the CITY, or as designated by Broward County, for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition materials. If requested by the CITY, the CONTRACTOR shall operate the TDSR sites and only CONTRACTOR vehicles and others specifically authorized by the CITY will be allowed to use these sites. The CONTRACTOR shall have a General Operation Plan, which describes the operations CONTRACTOR expects to carry out at each site, i.e., materials handling, reduction,



storage, recycling operations, equipment maintenance, etc. The CONTRACTOR shall include provisions for rodent control, noise abatement, etc. If any facilities are utilized for air curtain burning, they must be approved by the CITY and Broward County.

5.3 The CITY may also establish homeowner drop-off sites for debris. If requested by the CITY, the CONTRACTOR shall be responsible for removing all debris from these sites.

5.4 The CITY shall timely pay CONTRACTOR in accordance with Part VII, Chapter 218, Florida Statutes.

Article 6- FEMA Reimbursements and Requirements

The CONTRACTOR and any and all of its subcontractors, shall comply with 2 CFR 200.326 and 2 CFR Part 200 Appendix II. A breach of any of the below provisions may be grounds for termination of this Agreement, or for debarment of the CONTRACTOR.

6.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of Disaster Debris Management Services. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. CONTRACTOR responsibilities in this regard are set forth in **Exhibit "A"**.

6.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence collecting or removing debris, completing project worksheets and load tickets, or documenting work performed, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

6.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326, and CFR Part 200 Appendix II. In the event of any conflicts, the provisions of 2 CFR Part 200 Appendix II shall prevail.

6.3.1 Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

6.3.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. 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.

6.3.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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.

6.3.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

6.3.1.4 CONTRACTOR will send to each labor union or representative of workers with which it 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 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.

6.3.1.5 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.

6.3.1.6 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.

6.3.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and 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.

6.3.1.8 CONTRACTOR will include the provisions of paragraphs (6.3.1.1) through (6.3.1.8) 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. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

6.3.2 Davis-Bacon Act: CONTRACTOR shall comply with the Davis-Bacon Act, (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

6.3.3 Copeland "Anti-Kickback" Act: CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

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

6.3.3.2 Breach. A breach of the provisions of this section above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6.3.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of



pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

6.3.4.1 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.

6.3.4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (6.3.4.1) 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 (6.3.4.1) 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 (6.3.4.1) of this section.

6.3.4.3 Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (6.3.4.2) of this section.

6.3.4.4 Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (6.3.4.1) through (6.3.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (6.3.4.1) through (6.3.4.4) of this section.

6.3.5 Clean Air Act: The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to



assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.3.6 Federal Water Pollution Control Act: The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

6.3.7 Compliance with State Energy Policy and Conservation Act: CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

6.3.8 Suspension and Debarment: This Agreement 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).

6.3.8.1 The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by 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 State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6.3.8.2 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 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.

6.3.9 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."

6.3.10 Recovered Materials: The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6.3.11 Reporting: Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

6.3.12 Rights to Inventions: CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

6.3.13 Access to Records: In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes:

6.3.13.1 The CONTRACTOR agrees to provide the CITY, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

6.3.13.2 The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONTRACTOR agrees to maintain same until the CITY, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6.3.14 No Obligation by the Federal Government: The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-



federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

6.3.15 DHS Seal, Logo, and Flags: The CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

6.3.16 Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6.3.17 Fraudulent Statements: The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to the CONTRACTOR's actions pertaining to this Contract.

6.3.18 Prohibition on Contracting for Covered Telecommunications Equipment or Services: As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

6.3.18.1 Prohibitions.

6.3.18.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

6.3.18.1.2 Unless an exception in paragraph 6.3.18.2 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

6.3.18.1.3 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

6.3.18.1.4 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

6.3.18.1.5 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a



substantial or essential component of any system, or as critical technology as part of any system; or

6.3.18.1.6 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

6.3.18.2 **Exceptions.**

6.3.18.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

6.3.18.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

6.3.18.3 **Reporting requirement.**

6.3.18.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 6.3.18.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

6.3.18.3.2 The CONTRACTOR shall report the following information pursuant to section 6.3.18.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required by this section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and



any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

6.3.19 Domestic Preference for Procurements: As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6.3.20 Affirmative Socioeconomic Steps: If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

6.3.21 License and Delivery of Works Subject to Copyright and Data Rights: If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

Article 7- Termination

7.1 Termination. This Agreement may be terminated by the CITY at any time and for any reason; but if any work or service/task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the CITY until said work or service(s)/task(s) is completed and accepted.



7.1.1 Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of CITY, CITY shall reimburse CONTRACTOR for actual work satisfactorily completed. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the CITY, termination costs, if any shall not apply.

7.1.2 Termination for Cause. This Agreement may be terminated by either party for cause after providing notice of default to the party in default and a reasonable period of time to cure the default.

7.1.3 Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation or performance in the subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or services/tasks delivered under this Agreement.

Article 8- Insurance and Bonds

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.



City of Pembroke Pines

8.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ **8.6.1** Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The CITY of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ ☐ **8.6.2** Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:



City of Pembroke Pines

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- ✓ ☐ **8.6.3** Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
 2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
 3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ☐ ✕ **8.6.3.1** If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ✓ ☐ **8.6.4** Umbrella/Excess Liability Insurance in the amount of \$5,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ ☐ **8.6.5** Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.



City of Pembroke Pines

Yes No

- ☒ **8.6.6** Environmental/Pollution Liability insurance shall be required with a limit of no less than \$2,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ **8.6.7** Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ **8.6.8** Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ **8.6.9** Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ **8.6.10** Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years



after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ * **8.6.11** Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ * **8.6.12** Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible. If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 8.7.2 Waiver of all Rights of Subrogation against the CITY.
- 8.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 8.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.



8.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

8.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

8.11 Payment and Performance Bonds. Upon CITY's request, CONTRACTOR shall provide the CITY with one million dollar (\$1,000,000.00) Payment and Performance Bonds no later than fifteen (15) days after the CITY's request and shall remain in effect through December 31st of that year, or event debris removal and disposal operations have reached total completion (whichever comes last). If this Agreement is enacted due to a Catastrophic Event during this time, the before mentioned Payment and Performance Bonds shall be placed and the entire cost of the bonds shall be borne by the CONTRACTOR. If this Agreement is enacted but the Catastrophic Event does not require use of CONTRACTOR's services during this time, the CITY shall reimburse the contractor for the actual cost of the bonds (without markup). The bonds shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the CONTRACTOR shall be required to provide an updated Performance and Payment Bonds in an amount equal to the new value.

8.12 If applicable, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bonds exceed the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11).

Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+



Two (2) separate bonds are required and both must be approved by the CITY. The performance bond shall be conditioned that the CONTRACTOR perform this Agreement in the time and manner prescribed in the contract. The payment bond shall be conditioned that the CONTRACTOR promptly make payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of this Agreement which the CITY may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs.

Article 9-Indemnity and Liens

9.1 Indemnity. CONTRACTOR shall indemnify and hold the CITY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees to protect, defend, indemnify, and hold the CITY and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses, liabilities of every kind and character resulting from the error, omission or negligent act of CONTRACTOR, its agents, employees or representatives, in the performance of CONTRACTOR's duties set forth in this Agreement. CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

9.2 Warranty of Title and Waiver of Liens. The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

Article 10- Subcontractors

10.1 Local Resources. The CONTRACTOR shall, to the extent practicable, give priority to utilizing resources in CITY and surrounding areas, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.

10.2 Subcontractors.



10.2.1 The CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts, which reflect the termination provisions that the CITY may exercise over the CONTRACTOR under this Agreement.

10.2.2 Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the CITY or subject the CITY to liability of any kind to any subcontractor. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the CITY upon activation of the Agreement and updated by the CONTRACTOR to the CITY on a biweekly basis during said activation.

10.2.3 CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP, to provide and perform such services to CITY'S satisfaction for the agreed compensation, and meets all other requirements of the RFP, including without limitation insurance requirements. CONTRACTOR shall be solely responsible for payment of subcontractors, and its failure to pay subcontractors shall be grounds for withholding future payments to CONTRACTOR, or termination of this Agreement.

10.2.4 The CONTRACTOR shall not use a subcontractor or material supplier against whom the CITY has a reasonable objection to, and shall to the extent practicable subcontract with local firms currently doing business with the CITY. All subcontractors will operate in strict accord with all local, state, and federal laws governing this type of work.

10.2.5 No subcontract shall, under any circumstances, relieve the CONTRACTOR of its liability and obligations under this Agreement and all transactions with the CITY must be through the CONTRACTOR.

Article 11 - Special Conditions

11.1 Participating Offices. The City of Pembroke Pines Public Service Department will participate in this Agreement. The CITY reserves the sole right to add additional CITY offices to the Agreement.

11.2 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers'



Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, FEMA, or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

11.3 Liquidated Damages. Liquidated damages will be deducted from the Agreement sum as set forth in **Exhibit "A"** for each regular workday the CONTRACTOR fails without justifiable excuse to perform in accordance with its contractual obligations or, if this Agreement does not provide specific performance standards or timeliness requirements, in accordance with general industry standards of performance for similar services under similar conditions. The CONTRACTOR will make every attempt to supply the awarded goods/services within the time frame(s) requested. Repeated failure to supply the goods and services may result in termination of the Agreement for cause and shall be cause-in-need for the CITY to procure in the open market goods/services meeting or similar to those specified in the Agreement and obligate the CONTRACTOR to pay the CITY any increase in costs occasioned thereby.

11.4 Pre-event Condition. The CONTRACTOR shall return all staging and process areas to their pre-event condition or better.

11.5 No Solicitation. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work areas during the term of this Agreement.

11.6 Work Hours. The Debris Recovery Contractors will/may conduct its operations seven (7) days per week during the hours of 7 a.m. to 10 p.m. Monday through Friday and 8 a.m. to 10 p.m. on weekends and holidays unless otherwise directed by CITY's Director of Public Service or his designee. However, unless directed otherwise, volumetric reduction operations at temporary debris storage and reduction sites may be conducted on a twenty-four (24) hour, seven (7) day basis. CONTRACTOR will conduct its services at the times and dates necessary appropriate to perform its duties as provided for in this Agreement.

11.7 Protection of Property. The CONTRACTOR shall not enter upon private property for any reason without obtaining permission, and the CONTRACTOR shall be responsible for the preservation of all public and private property, along and adjacent to the work site(s) and shall use every precaution necessary to prevent damage and injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work, or in consequence of the non-execution thereof on the part of the CONTRACTOR, the CONTRACTOR shall restore, at its own expense, such property to a condition similar or equal to that existing before



such damage or injury was done, by repairing or rebuilding or otherwise restoring, as may be directed by the Public Service Director, or he shall make good such damage or injury in an acceptable manner.

11.8 Equipment. All of the CONTRACTOR'S equipment utilized for this Agreement shall be:

11.8.1 In good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the CITY.

11.8.2 Properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state, and local safety regulations.

11.8.3 All loading equipment shall be operated from the road, street, or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder section unless directed by the CITY. If operation of the equipment shall be required outside of the ride-away, the CITY will provide Right-of-Entry agreements executed with the property owner prior to the CONTRACTOR work being authorized. No tracked equipment shall be operated on any paved or improved roadway surface.

11.8.4 Prior to commencing operations, the CONTRACTOR shall affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and unique identification number. One sign shall be placed on each side of the equipment. For trucks, trailers and other equipment intended to haul debris, the maximum volume of cubic yards of the load bed shall be shown. Signs shall be maintained in an easily readable fashion for the duration of the work hereunder. Minimum letter size shall be three (3) inches in height.

11.8.5 All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. The sideboards must be constructed of 2"x 6" boards or greater and may not extend more than two (2) feet above the medal bed sides. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle shall be re-measured and re-marked. All extensions to the bed are subject to acceptance or rejection by the CITY inspector.

11.8.6 The CONTRACTOR shall use trucks, trailers, and/or equipment approved for use under this Agreement for this Agreement only, and such equipment shall not be used for any other work during the term of this Agreement. A list of approved equipment shall be submitted to the CITY.

11.9 Securing Debris. The CONTRACTOR shall be responsible for properly and adequately securing debris within each piece of equipment utilized to haul debris. Prior to leaving



the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided and used by the CONTRACTOR to prevent materials from falling or being blown from the bed.

11.10 Traffic Control. The CONTRACTOR shall mitigate the impact of operations on local traffic to the fullest extent practicable. The CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas. The CONTRACTOR shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable federal, state and local laws, regulations and ordinances governing personnel, equipment and work place.

11.11 Inspection Stations.

11.11.1 Upon request by the CITY, the CONTRACTOR shall construct and maintain inspection stations and towers at the entry point for each TDSR site and disposal area. These stations will be the points of load volume verification by the CITY.

11.11.2 The trip tickets for debris hauling will be completed upon arrival of debris trucks at the inspection station. Upon request by the CITY, the CONTRACTOR shall make all necessary arrangements with private disposal operators to facilitate the posting of a CITY inspector/monitor onsite for the duration of debris disposal operations. Minimum required standards for the inspection station shall include an inspection tower with desks and chairs for at least two (2) persons, one of whom will be a representative of the CITY.

11.11.3 The inspection towers shall be of sturdy construction using pressure treated wood and of sufficient height as to allow a complete view of the load bed of each piece of equipment being used to haul debris. The floor area shall be a minimum of 8'x 8' constructed of 2" x 8" joints, 16" on center with 3/4" plywood supported by 6" x 6" posts. The perimeter of the floor area shall be protected by a 4' high wall constructed of 2" x 4" studs and 1/2" plywood. The floor area shall be covered with a roof to protect the occupants from the elements. The roof shall provide a minimum of 6'6" head room below the support beams. Access shall be by wooden steps with a handrail. At the conclusion of the debris removal process, the CONTRACTOR shall remove the structure.

11.12 Hazardous Materials.

11.12.1 The CONTRACTOR shall set aside and reasonably protect any hazardous materials encountered during debris removal operations. The CONTRACTOR shall notify the CITY of the nature and location of any such debris encountered.



11.12.2 The CONTRACTOR must not transport hazardous materials to the TDSR sites or landfills that are not specifically authorized to accept such materials. However, the CONTRACTOR will be responsible for proper handling and storage of any hazardous materials brought to the TDSR site and if requested to manage the site by the CITY, the CONTRACTOR shall provide a suitable area at each TDSR site to accommodate such hazardous materials. The area shall be lined with impervious material and surrounded with berms or other containment structures to contain potential leakage.

11.12.3 The CITY recognizes that construction and demolition debris might contain small amounts of asbestos, lead based paints, or similar materials. These materials may be handled in the same manner as other debris when they constitute less than twenty percent (20%) of a load of debris destined for a TDSR site. Any load containing more than twenty percent (20%) shall be taken directly to a properly permitted Class I landfill authorized to receive such hazardous waste.

11.13 Inoperable Private Vehicles and Equipment. The CONTRACTOR shall not move abandoned vehicles that interfere with debris removal operations. The CONTRACTOR shall instead report the location of such vehicles to the City of Pembroke Pines Police Department.

11.14 Reports. The CONTRACTOR shall make daily reports to the CITY to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names and address blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed of.

11.15 Affiliation. CONTRACTOR and its employees, agents, and subcontractors shall not be employed by or affiliated with the Debris Monitoring Contractors. For purposes of this Agreement, Debris Monitoring Contractors are those contractors that were awarded a contract pursuant to RFP AD-21-03.

Article 12- Public Records

12.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

12.1.1 Keep and maintain public records required by the CITY to perform the service;

12.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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 Chapter 119, Florida Statutes, or as otherwise provided by law;



12.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

12.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.

12.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in this Agreement.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

Article 13- Scrutinized Companies

13. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

13.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or



13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

13.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

13.2.2 Is engaged in business operations in Syria.

Article 14- Equal Benefits for Employees

14.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances.

14.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

14.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

14.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of this Agreement with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

If contractor has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement, contact Human Resources at (954) 392-2092 or drotstein@ppines.com.

14.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.



Article 15- Miscellaneous

15.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

15.2 Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

15.3 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.4 Waiver. Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

15.5 Non-Discrimination & Equal Opportunity Employment. During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree 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. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

15.6 Compliance with Statutes. It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable, and as amended from time to time.

15.7 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall



have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.8 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

15.9 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.10 Dispute Resolution. Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), both Parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

15.10.1 Arbitration. In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

15.10.2 Operations During Dispute. In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder,



City of Pembroke Pines

CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

15.11 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.12 Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

15.13 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

15.14 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

As to CONTRACTOR:	Jason Sanders – VP of Operations D & J Enterprises, Inc. 3495 Lee Road 10 Auburn, AL 36832-8040 Telephone No. (334) 821-1249 E-mail: jason@djenterprises.net
-------------------	---

As to CITY:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th Floor Pembroke Pines, FL 33025 (954) 450-1040 (phone) (954) 437-1149 (facsimile)
-------------	--

With a Copy to:	Director of Public Services City of Pembroke Pines
-----------------	---



City of Pembroke Pines

8300 South Palm Drive
Pembroke Pines, FL 33025
(954) 518-9060 (phone)
(954) 435-6755 (facsimile)

With a Copy to:

Samuel S. Goren, Esq., City Attorney
Goren, Cherof, Doody & Ezrol P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
(954) 771-4500 (phone)
(954) 771-4923 (facsimile)

Each party hereto may change its mailing address by giving to the other party notice of such change.

15.15 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.16 Assignment of Rights/Subletting of Contract. Neither this Agreement nor any interest herein shall be assigned, subcontracted, transferred, or encumbered by CONTRACTOR, except with the prior approval of the City Manager or designee, which shall be in his sole and absolute discretion. CONTRACTOR may subcontract any portion of the work required by this Agreement pursuant to a Subcontractor Plan. The Subcontractor Plan shall specify the anticipated work to be completed by subcontractors, and include a list of all such subcontractors. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the City Manager or designee, subject to his approval, prior to use.

15.17 Attorneys' Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

15.18 Bankruptcy. It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

15.19 Counterparts and Execution. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

15.20 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the



project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

15.21 Third Parties. The services to be performed by the CONTRACTOR are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONTRACTOR's performance of its services hereunder, and no right to assert a claim against the CONTRACTOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONTRACTOR's services hereunder.

15.22 Signatory Authority. CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

15.23 Uncontrollable Forces. Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, been prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15.24. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

15.24.1 Definitions for this Section:

15.24.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

15.24.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

15.24.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating



employers to electronically verify the employment eligibility of newly hired employees.

15.24.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

15.24.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

15.24.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

15.24.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham January 20, 2022

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY: [Signature]

MAYOR FRANK C. ORTIS

DocuSigned by:

BY: Charles F. Dodge January 20, 2022

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe January 19, 2022

013E807C191D4FF...

Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

D & J ENTERPRISES, INC.

Signed By: Jason Sanders

Name: Jason Sanders

Title: Vice President of Operations



Disaster Debris Management Services

Request for Proposals # AD-21-02

General Information		
Project Cost Estimate	Not Applicable	Not Applicable
Project Timeline	This contract shall be for an initial five year period with no renewal terms.	See Section 1.4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Virtual Non-Mandatory Pre-Bid Meeting	April 1, 2021 at 10:00 a.m. https://ppines.webex.com/meet/purchasing	See Section 1.8.1
Question Due Date	April 5, 2021	See Section 1.8
Proposals will be accepted until	2:00 p.m. on April 20, 2021	See Section 1.8
Proposal Security / Bid Bond	Not Applicable	See Section 4.1
Payment and Performance Bonds	Primary Contractor must have a \$10,000,000 or higher bond capacity. Proof of bonding capability must be provided with the bid. The Primary Contractor shall provide the City with a \$500,000 Payment and Performance Bond	See Section 1.3.30 & 4.2
Grant or Federal Funding Information	FEMA, FHWA, and/or Other Federal Agencies as applicable to the event.	See Section 1.3

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



Table of Contents

SECTION 1 - INSTRUCTIONS	8
1.1 NOTICE	8
1.1.1 VIRTUAL BID OPENING	8
1.2 PURPOSE	9
1.3 SCOPE OF WORK	10
1.3.1 DESCRIPTION OF DESIGNATED AREAS	11
1.3.2 ANNUAL PLAN OF OPERATIONS MEETING	13
1.3.3 EVENT COORDINATION	13
1.3.4 TEMPORARY DEBRIS MANAGEMENT SITE (TDMS)	14
1.3.5 FINAL DISPOSAL SITES (FDS)	15
1.3.5.1 Predetermined FDS Becomes Unavailable	15
1.3.6 EMERGENCY ROAD CLEARANCE	16
1.3.6.1 General Scope	16
1.3.6.2 Quantity of Personnel and Equipment	16
1.3.7 REMOVAL OF VEGETATIVE DEBRIS	16
1.3.7.1 General Scope	16
1.3.7.2 Equipment	17
1.3.7.3 Quantity of Personnel and Equipment	17
1.3.8 REMOVAL OF C&D DEBRIS	17
1.3.8.1 General Scope	17
1.3.8.2 Equipment	18
1.3.8.3 Quantity of Personnel and Equipment	18
1.3.9 REMOVAL OF HAZARDOUS LEANING TREES AND HANGING LIMBS ..	19
1.3.9.1 General Scope	19
1.3.9.2 Quantity of Personnel and Equipment	19
1.3.9.3 Eligible Hazardous Trees	19
1.3.9.4 Eligible Hazardous Hanging Limbs	20
1.3.10 REMOVAL OF HAZARDOUS STUMPS	20
1.3.10.1 General Scope	20
1.3.10.2 Quantity of Personnel and Equipment	21
1.3.10.3 Eligible Hazardous Stumps	21



1.3.10.4	Tree Stumps that are Considered Normal Vegetative Debris.....	21
1.3.10.5	Stump Collection and Documentation.....	21
1.3.10.6	All Inclusive Pricing.....	22
1.3.11	REMOVAL OF DEBRIS FROM CANALS/WATERWAYS.....	22
1.3.11.1	General Scope.....	22
1.3.11.2	Quantity of Personnel and Equipment.....	23
1.3.12	REMOVAL OF DEBRIS FROM CITY PARKS AND FACILITIES.....	23
1.3.12.1	General Scope.....	23
1.3.12.1	Quantity of Personnel and Equipment.....	23
1.3.13	REMOVAL OF WHITE GOODS.....	24
1.3.14	HAZARDOUS MATERIALS AND HOUSEHOLD HAZARDOUS WASTE	24
1.3.15	REMOVAL OF E-WASTE.....	25
1.3.16	REMOVAL OF ABANDONED VEHICLE.....	25
1.3.17	REMOVAL OF DEAD ANIMAL CARCASSES.....	25
1.3.17.1	General Scope.....	25
1.3.17.2	Quantity of Personnel and Equipment.....	25
1.3.18	TDMS MANAGEMENT, OPERATIONS, AND DEBRIS REDUCTION.....	25
1.3.18.1	Management of City Owned TDMS.....	25
1.3.18.2	Additional TDMS.....	26
1.3.18.3	Quantity of Personnel and Equipment.....	26
1.3.18.4	City TDMS Responsibilities.....	26
1.3.18.5	Contractor TDMS Management and Operations Responsibilities.....	26
1.3.18.6	Contractor Debris Reduction Responsibilities.....	27
1.3.19	HAUL-OUT OF REDUCED DEBRIS TO CITY APPROVED FDS.....	28
1.3.19.1	General Scope.....	28
1.3.19.2	Equipment.....	28
1.3.19.3	Quantity of Personnel and Equipment.....	29
1.3.20	TDMS REMEDIATION.....	29
1.3.20.1	General Scope.....	29
1.3.20.2	Quantity of Personnel and Equipment.....	29
1.3.21	DEBRIS REMOVAL WORK FOR OTHERS.....	29
1.3.22	SAFETY.....	30



1.3.23	TRAFFIC CONTROL	30
1.3.24	ON-SITE PROJECT MANAGER.....	30
1.3.25	SUPERINTENDENT SHALL BE SUPPLIED BY THE CONTRACTOR	31
1.3.26	TIERING OF SUBCONTRACTORS	31
1.3.27	RAPID RESPONSE CREW	31
1.3.28	EQUIPMENT	31
1.3.29	WORK HOURS.....	33
1.3.30	PAYMENT AND PERFORMANCE BOND.....	33
1.3.31	DAMAGES.....	33
1.3.32	EXISTING UTILITIES	34
1.3.33	LIQUIDATED DAMAGES	35
1.3.33.1	Delay to pre-stage first push equipment or mobilize - \$10,000/day	35
1.3.33.2	Crew or Equipment not mobilized - \$1,000/day/crew or equipment	35
1.3.33.3	Unapproved Disposal - \$500/load of debris.....	35
1.3.33.4	Failure to Repair Damage - \$500/incident	36
1.3.34	OWNERSHIP OF DEBRIS.....	36
1.3.35	ENVIRONMENTAL PROTECTION	36
1.3.36	DOCUMENTATION AND MEASUREMENT	38
1.3.37	PAYMENT	39
1.3.38	FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS 41	
1.3.39	TIME AND MATERIAL CONTRACTS IF REQUIRED.....	42
1.3.40	DISTRIBUTION OF WORK	42
1.4	CONTRACT & PROJECT TERMS AND ADJUSTMENTS.....	43
1.4.1	CONTRACT LENGTH.....	43
1.4.2	CPI INCREASES.....	43
1.4.3	CHANGES IN SCOPE OF WORK.....	43
1.4.4	NOTICE TO PROCEED	45
1.4.5	TIME OF COMPLETION.....	45
1.4.6	FINAL PROJECT CLOSE OUT	45
1.4.7	TERMINATION FOR CONVENIENCE.....	45
1.5	PROPOSAL SUBMISSION.....	45
	Title Page:	45
	Table of Contents:.....	46



Letter of Interest:.....	46
1.5.1 Proposal Requirements	46
Tab 1 - Qualifications and Experience (20 points):	47
Tab 2 - Ability (20 points):	48
Tab 3 - Project Understanding and Technical Approach (15 points):	50
Tab 4 – Availability of Equipment (20 points):.....	51
Tab 5 – Project Cost (20 points):	51
Tab 6 – Other Completed Documents:	52
1.5.2 Exceptions to the Solicitation	52
1.5.3 Additional Information	52
1.6 VENDOR REGISTRATION DOCUMENTS	52
1.6.1 Vendor Information Form.....	53
1.6.2 Form W-9 (Rev. October 2018).....	53
1.6.3 Sworn Statement on Public Entity Crimes Form.....	53
1.6.4 Local Business Tax Receipts	53
1.6.5 Veteran Owned Small Business Preference Certification	53
1.6.6 Equal Benefits Certification Form.....	54
1.6.7 Vendor Drug-Free Workplace Certification Form	54
1.6.8 Scrutinized Company Certification.....	54
1.6.9 E-Verify System Certification Statement	54
1.6.10 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds.....	54
1.6.11 Minority-Owned Business Enterprise.....	54
1.6.12 Woman-Owned Business Enterprise	55
1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms	55
1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION	55
1.7.1 SCORING FOR PROJECT COST CRITERIA.....	56
1.8 TENTATIVE SCHEDULE OF EVENTS	56
1.8.1 VIRTUAL NON-MANDATORY PRE-BID MEETING	57
1.9 SUBMISSION REQUIREMENTS	58
SECTION 2 - INSURANCE REQUIREMENTS	59
SECTION 3 - GENERAL TERMS & CONDITIONS.....	65
3.1 EXAMINATION OF CONTRACT DOCUMENTS.....	65



3.2	CONFLICT OF INSTRUCTIONS	65
3.3	ADDENDA or ADDENDUM	65
3.4	INTERPRETATIONS AND QUESTIONS	65
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	65
3.6	WARRANTIES FOR USAGE	66
3.7	BRAND NAMES.....	66
3.8	QUALITY.....	66
3.9	SAMPLES.....	66
3.10	DEVELOPMENT COSTS.....	66
3.11	PRICING.....	66
3.12	DELIVERY POINT.....	66
3.13	TAX EXEMPT STATUS	66
3.14	CONTRACT TIME	66
3.15	COPYRIGHT OR PATENT RIGHTS	67
3.16	PUBLIC ENTITY CRIMES	67
3.17	CONFLICT OF INTEREST	67
3.18	FACILITIES	67
3.19	ENVIRONMENTAL REGULATIONS.....	67
3.20	SIGNATURE REQUIRED.....	68
3.21	MANUFACTURER’S CERTIFICATION.....	68
3.22	MODIFICATION OR WITHDRAWAL OF PROPOSAL	68
3.23	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	68
3.24	RESERVATIONS FOR REJECTION AND AWARD.....	69
3.25	BID PROTEST	69
3.26	INDEMNIFICATION.....	69
3.27	DEFAULT PROVISION	69
3.28	ACCEPTANCE OF MATERIAL.....	70
3.29	LOCAL GOVERNMENT PROMPT PAYMENT ACT	70
3.30	SCRUTINIZED COMPANIES LIST.....	70
3.31	PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS	71
3.32	PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES....	72
3.33	CONE OF SILENCE	72
3.34	E-VERIFY	72



SECTION 4 - SPECIAL TERMS & CONDITIONS	74
4.1 PROPOSAL SECURITY	74
4.2 PAYMENT AND PERFORMANCE BONDS	74
4.3 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS	74
A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES	75
B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL	75
C. EQUAL EMPLOYMENT OPPORTUNITY	75
D. DAVIS-BACON & RELATED ACTS	75
E. COPELAND ANTI-KICKBACK ACT	76
F. CONTRACT WORK HOURS AND SAFETY STANDARDS	76
G. FEDERAL CLEAN AIR AND WATER ACTS	76
H. SUSPENSION AND DEBARMENT	76
I. ANTI-LOBBYING	77
J. RECYCLED PRODUCTS / RECOVERED MATERIALS	77
K. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION	78

ATTACHMENTS

Attachment A: Contact Information Form

Attachment B: Non-Collusive Affidavit

Attachment C: Proposer's Background Information

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract – Disaster Debris Management Services

Attachment F: References Form

Attachment G: Temporary Debris Management Sites (TDMS) and Work Zones

Attachment H: Financial Work Sheet

Attachment I: 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards

Attachment J: Debris Management Proposal Form



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

RFP # AD-21-02 Disaster Debris Management Services

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, April 20, 2021. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department
 City of Pembroke Pines
 8300 South Palm Drive,
 Pembroke Pines, FL 33025
 954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s) or Primary Contractor, to provide services to remove, process, and lawfully dispose of disaster generated debris on public property and public rights-of-way in the City of Pembroke Pines, Florida in response to an emergency event such as, but not limited to, hurricanes or other natural or manmade disasters. The City is seeking proposals from highly qualified Contractors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. Contractor(s) must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes.

It is the intent of the City to award the top ranked contractor, per the evaluation committee's ranking, as the Prime Contractor for Disaster and Debris Management Services for the City of



Pembroke Pines. To be considered as the Prime Contractor, bidders must bid on all of the categories of the Debris Management Proposal Form, and must provide pricing for each item within all categories of the Debris Management Proposal Form. Failure to do so will render the bid as incomplete and the bidder's submittal will not be considered for the Prime Contractor position.

The City will also contract with the remaining qualified Contractor(s) to form a pool of contractors in order to insure adequate resources at the time of an event. These Contractors may be called upon in order of ranking to replace the Prime Contractor as a whole, or to supplement the Prime Contractor as needed. Bidders are encouraged, but not required, to submit pricing for every item in the Debris Management Proposal Form to be considered for this supplemental role.

NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. The City currently maintains contract(s) with Consultant(s) to provide that service and reviews those services through a separate procurement process. This RFP is specifically for Emergency Debris Removal Services. Contractors shall not include proposals that include Debris Monitoring Services. One or more Contractor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

1.3 SCOPE OF WORK

The awarded contractor(s) shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the City. Established management teams must be in place. The Contractor(s) shall have the resources to provide the equipment and personnel necessary for the City of Pembroke Pines to recover from a major disaster.

The contractor(s) shall supply an Operations Manager with a cell phone and 1/2 ton pickup or SUV at no additional cost. The Operations Manager must remain within the City of Pembroke Pines and on call during all hours of operation.

The awarded contractor(s) shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.

Contractor(s) shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City's Debris Manager. City's Debris Manager means the



City's representative duly authorized by the City Manager to provide direction to the Contractor(s) regarding services provided pursuant to this RFP and resulting contract. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the City for the Contractor(s)) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Public Assistance Program Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City's Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Work. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved Temporary Debris Management Site / Reduction Site or a City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA PAPPG, state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor(s) by the City's Debris Manager. It shall be the Contractor(s)'s responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor(s) was issued the Notice to Proceed, unless otherwise directed by the City's Debris Manager in writing.

The Contractor(s) must handle debris management activities in the City of Pembroke Pines, Florida in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the City's needs. The Contractor(s) shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding edibility.

Contracts must meet rules for Federal grants, as provided for in Title 2, C.F.R. § 200, for contracts awarded by non-Federal Entities under Federal Awards in order to be eligible for reimbursement under the Public Assistance Program. This proposal is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200 as detailed in **Attachment I** to this document and shall apply to all contracts issued pursuant to this Request for Proposal. Contractor(s) shall be required to follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors.

1.3.1 DESCRIPTION OF DESIGNATED AREAS



The Designated area for debris removal (the City right-of-way) is bounded by the City's boundary and includes public properties, rights-of-way, City parks, and City debris staging areas within the City limits.

- (1) If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the Contractor(s) will be required to provide crews separate from those providing City ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will make one pass to collect debris from FHWA-ER eligible roadways. Further, the Contractor(s) shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways.
- (2) The City's Debris Manager will authorize and approve which services the Contractor(s) shall provide from the scope of services and which zones/areas must be prioritized.
- (3) All debris identified by the City's Debris Manager shall be removed. The number of complete passes the Contractor(s) shall conduct through the City is at the discretion of the City's Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor(s) shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City's Debris Manager in writing.
- (4) For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.
- (5) For subsequent and/or final pass loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.
- (6) Contractor shall deliver all disaster related debris to a City approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.
- (7) All Final Disposal Sites must be approved, in writing, by the City's Debris Manager. The Contractor(s) will be responsible for the handling, reduction, final haul-out, and disposal of all reduced and unreduced debris. TDMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the City's Debris Manager.



- (8) Tipping fees should not be included in the prices submitted in the Contractor(s)'s proposal. The City of Pembroke Pines shall pay the tipping fees directly to the disposal site(s) based on separately established agreements with the disposal site(s). In the event that the City authorizes the Contractor to utilize another disposal site in which the City does not have a separately established agreement, payment for disposal costs such as tipping fees incurred by the Contractor at a City approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City approved Final Disposal Site.
- (9) The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- (10) The City reserves the right to inspect TDMS and FDS, verify quantities, and review operations at any time.

1.3.2 ANNUAL PLAN OF OPERATIONS MEETING

The City shall schedule an annual plan of operations meeting(s) with the Debris Management Contractor(s) and its debris monitoring firm(s). The Primary Debris Management Contractor, Contractor(s) in the Pool of Qualified Debris Management Contractors, and the Disaster Monitoring Consultant(s) shall be required to attend the meeting(s), at no cost to the City, as scheduled by the City's Debris Manager. This Meeting(s) shall be scheduled for a day between April 1st and April 30th annually. Event planning information, discussion of new laws and regulations, and other topics related to Disaster Debris Management shall be included in the annual plan of operations. Primary Contractor shall have their Payment and Performance Bond activated by no later than May 15th of each year. At the City's discretion, contractor(s) in the pool of qualified contractors may also be required to furnish their Payment and Performance Bond by May 15th as well.

1.3.3 EVENT COORDINATION

The Contractor(s) shall contact City of Pembroke Pines Debris Manager at a minimum of seven (7) days prior to a hurricane, or other foreseeable debris generating event that has the State of Florida within any of its predicted paths. Thereafter, the City and Contractor(s) shall remain in daily contact. At the 48 hour mark prior to predicted landfall, the City's Debris Manager will contact the Contractor(s) to advise them of the City's intent to activate the contract and issue a written Notice to Proceed for removal and disposal of disaster debris.



At that time the City will order the pre-staging of First Push Crews and Equipment at the City provided staging areas.

In case of the occurrence of a debris-generating incident for which there is no advance warning, the City shall contact the contractor immediately thereafter to activate the contract and issue a written Notice to Proceed for removal and disposal of disaster debris.

Within eight (8) hours of receiving the Notice to Proceed, the Contractor(s) will send a management team to report to the City's Debris Manager to begin planning for the mobilization of all other personnel and equipment necessary to perform debris removal and disposal operations. Mobilization by the Contractor(s) for all personnel and equipment necessary shall begin within 24 hours of notification by the City. Within 72 hours of landfall, the Contractor shall be fully established and proceeding with debris removal and disposal operations. The Contractor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Quantities of personnel and equipment (including pre-staged personnel and equipment, along with First Push Crews and Equipment) to be supplied by the Contractor(s) are at the sole discretion of the City. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.4 TEMPORARY DEBRIS MANAGEMENT SITE (TDMS)

The City has identified two Temporary Debris Management Sites (TDMS) if needed for the operation due to the size and/or magnitude of the disaster event, one located east of I-75 and one west of I-75. These TDMS locations are noted in **Attachment G**. Each TDMS shall be for the exclusive use of the City of Pembroke Pines.

The City may also establish designated Residential Convenience Centers (residential drop-off sites). The Contractor(s) will be responsible for removing all disaster related debris from those sites. Contractor(s) shall not collect debris from the Residential Convenience Centers while sites are open to the public and / or when residents occupy the site. Depending on the volume of debris at a Residential Convenience Center, the Contractor(s) may be required to push material to make room for additional debris.

Each TDMS will be activated on an "as needed" basis as determined by the City's Debris Manager based on the severity of the disaster. The City shall have each TDMS ready to open and receive debris within 48 hours of deeming them necessary. The City's Debris Manager will provide access and authorization to Contractor(s) to operate on the designated TDMS's, including all information in the City's Debris Manager's possession regarding the sites that is necessary for successful operation. In the event that no City TDMS is opened, Contractor(s) shall transport debris directly to a City approved FDS



disposal facility. Contractor(s) and the City will annually review these and any alternate sites each year of this contract.

Per Section 1.3.35 of this document, entitled “**ENVIRONMENTAL PROTECTION**”, Contractor(s) is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. Contractor(s) is responsible for all costs associated with the clean-up of hazardous materials. Clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

Contractor(s) shall be responsible for transporting and disposing of all materials received and processed at the TDMS sites in accordance with all applicable Federal, State and local laws and regulations.

City and Contractor(s) responsibilities for each TDMS are defined in Section **1.3.18 TDMS MANAGEMENT, OPERATIONS, AND DEBRIS REDUCTION**.

1.3.5 FINAL DISPOSAL SITES (FDS)

The Contractor(s) is responsible for providing final disposal of all debris generated and collected within the City in accordance to requirements of FEMA, FHWA, FDEP, and all other applicable federal, state, and local laws and regulations, to a City approved FDS. Prior to the award of this agreement, and annually thereafter, the Contractor(s) shall provide a list of Final Disposal Sites for the City to consider for approval to be used for debris disposal. The name and address of each disposal facility, along with the name and the telephone number of the responsible party for each facility, will be included on the list.

Contractor(s) shall be responsible for locating FDSs that are in the best interest of the City and present such sites to the City for consideration. If requested by the City’s Debris Manager, Contractor shall obtain, on behalf of the City, and shall provide the City with a written contract for each disposal site. The City shall direct waste flow and approve all disposal sites prior to use. Contractor(s) shall be responsible for documenting cubic yardage or tonnage and tip fee rates without mark-up for reimbursement. Tipping fees should not be included in the prices submitted in the Contractor(s)’s proposal. The City of Pembroke Pines shall pay the tipping fees directly to the disposal site(s) based on separately established agreements with the disposal site(s).

1.3.5.1 Predetermined FDS Becomes Unavailable

In the event that the predetermined FDS becomes unavailable and the City authorizes the Contractor(s) to utilize another FDS for which the City does not have a previously established agreement, payment for disposal costs such as tipping fees incurred by the Contractor(s) will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor(s) must furnish an invoice in hard copy and electronic format matching scale/weight tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The



Contractor(s) will also be required to provide proof of Contractor(s) payment to the City approved FDS.

1.3.6 EMERGENCY ROAD CLEARANCE

1.3.6.1 General Scope

Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City's Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor(s)'s seventy (70) hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the City. Clearance of these roadways will be performed as identified by the City's Debris Manager. The Contractor(s) shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked.

1.3.6.2 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.7 REMOVAL OF VEGETATIVE DEBRIS

1.3.7.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the City ROW to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- (1) Collection of debris shall commence immediately after roadway clearing has been completed.
- (2) For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street



- with mechanical loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- (3) Removal of eligible vegetative debris existing in the City will be performed as identified by the City's Debris Manager.
 - (4) Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved TDMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
 - (5) All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
 - (6) Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
 - (7) The Contractor(s) must provide traffic control as conditions require or as directed by the City's Debris Manager.

1.3.7.2 Equipment

Hauling equipment shall be equal to or larger than the following:

- (1) Self-loading grapple truck with a minimum capacity of 25 cubic yards.
- (2) 3/4 ton or larger truck with a minimum capacity of 25 cubic yards. Must be accompanied by a loader with grapple attachment and operator capable of loading all debris.

1.3.7.3 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.8 REMOVAL OF C&D DEBRIS

1.3.8.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the City ROW to a City approved TDMS or



a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- (1) Collection of debris shall commence immediately after roadway clearing has been completed.
- (2) For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- (3) Removal of eligible C&D debris existing in the City ROW will be performed as identified by the City's Debris Manager.
- (4) Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- (5) All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- (6) Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
- (7) The Contractor(s) must provide certified MOT method of traffic control as conditions require or directed by the City's Debris Manager.
- (8) C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The City's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

1.3.8.2 Equipment

Hauling equipment shall be equal to or larger than the following:

- (1) Self-loading grapple truck with a minimum capacity of 25 cubic yards.
- (2) 3/4 ton or larger truck with a minimum capacity of 25 cubic yards. Must be accompanied by a loader with grapple attachment and operator capable of loading all debris.

1.3.8.3 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the



City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.9 REMOVAL OF HAZARDOUS LEANING TREES AND HANGING LIMBS

1.3.9.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured four and one half (4 ½) feet from the base of the tree and eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW, parks and facilities. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs two (2) inches or greater existing in the City ROW, parks and facilities will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services under the terms, conditions and procedure described in **"Removal of Vegetative Debris"**. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four and one-half (4 ½) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for **"Removal of Vegetative Debris"**. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then Contractor(s) must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed. Removal of hazardous trees and hanging limbs shall commence no later than two (2) weeks after the completion of the first push.

1.3.9.2 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.9.3 Eligible Hazardous Trees

Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW, parks and facilities, or private property will be performed as identified by the City's Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor(s), in writing, by the City's Debris Manager. In order for leaning or hazardous trees to be removed and eligible for



reimbursement, the tree must satisfy a minimum of one of the following requirements:

- (1) The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
- (2) Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
- (3) The tree has a split trunk that exposes heartwood.

1.3.9.4 Eligible Hazardous Hanging Limbs

Trees containing eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW, parks and facilities, or private property will be performed as identified by the City's Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor(s), in writing, by the City's Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

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

1.3.10 REMOVAL OF HAZARDOUS STUMPS

1.3.10.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, existing on the City ROW, parks, and facilities. The Contractor(s) shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the City ROW, parks and facilities will be transported to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal eligible vegetative debris and removed in accordance with "**Removal of Vegetative Debris**". The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (**See Stump Conversion Table in FEMA DAP9523.11, Hazardous Stump Extraction and**



Removal Eligibility, dated May 2007, or any subsequent edition) and removed under the terms and conditions **“Removal of Vegetative Debris”**.

1.3.10.2 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City’s Debris Manager. At the discretion of the City’s Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City’s Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)’s bond as well as activating other Debris Management Contracts.

1.3.10.3 Eligible Hazardous Stumps

Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the City ROW, parks, facilities, or private property will be performed as identified by the City’s Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor(s), in writing, by the City’s Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

- (1) Fifty percent (50%) or more of the root ball is exposed.
- (2) The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

1.3.10.4 Tree Stumps that are Considered Normal Vegetative Debris

Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of **“Removal of Vegetative Debris”**. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of **“Removal of Vegetative Debris”**. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See **Stump Conversion Table in FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility, dated May 2007, or any subsequent edition**).

1.3.10.5 Stump Collection and Documentation

Stumps shall only be collected after the monitoring firm(s) and the Contractor(s) document and perform the following:



- (1) **Location.** Determine the uprooted stump is located on improved public property or a public right-of-way. Record and document the location through means of photography, map depiction, and specific descriptive notations.
- (2) **Size.** Measure and record the diameter of the stump to be removed at the appropriate location.
- (3) **Marking.** Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
- (4) **Stump Worksheet.** Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information:
 - (a) Names and signatures of parties present
 - (b) Physical location (street address, road cross streets, etc.)
 - (c) Stump number
 - (d) Size of stump
 - (e) Date

1.3.10.6 All Inclusive Pricing

The unit stump price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

1.3.11 REMOVAL OF DEBRIS FROM CANALS/WATERWAYS

1.3.11.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in City maintained canals and waterways to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

Removal of trees, vegetative, and non-vegetative debris deposited into drainage easements and natural and man-made canals and waterways that inhibit the natural flow of water and threatens flooding of improved property is a unique process requiring unique equipment. As such, this process requires unique documentation and costing.

All debris removal from canals and waterways will be at the approval and authorization of the City prior to removal.

All debris removal shall be done from the waterway, unless otherwise approved by the City.



If entry onto a private property is required to access and remove debris from City Parks and Facilities, Contractor(s) may only proceed with prior approval from the City's Debris Manager. The City will provide specific Right-of-Entry (ROE) legal and operational procedures. Any necessary repairs to public and/or private property shall be subject to the terms in **Section 1.3.31 of this document, entitled "DAMAGES."**

1.3.11.2 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.12 REMOVAL OF DEBRIS FROM CITY PARKS AND FACILITIES

1.3.12.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in City Parks and Facilities to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

All debris removal from City Parks and Facilities will be at the approval and authorization of the City prior to removal.

If entry onto a private property is required to access and remove debris from City Parks and Facilities, Contractor may only proceed with prior approval from the City Debris Manager. The City will provide specific Right-of-Entry (ROE) legal and operational procedures. Any necessary repairs to public and/or private property shall be subject to the terms in **Section 1.3.31 of this document, entitled "DAMAGES."**

1.3.12.1 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.



1.3.13 REMOVAL OF WHITE GOODS

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved TDMS, decontamination, and transportation to a City approved final disposal site.

White goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, but are accepted for recycling.

The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

1.3.14 HAZARDOUS MATERIALS AND HOUSEHOLD HAZARDOUS WASTE

The Contractor(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the City's Hazardous Materials Removal and Disposal Contract. The Contractor(s) shall notify the City's monitoring firm(s) of the nature and location of any such debris encountered.

The Contractor(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the TDMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Contractor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Contractor(s) shall provide a suitable area at each TDMS to accommodate all hazardous materials inadvertently brought to the site.

The Contractor(s) shall not collect household hazardous waste (HHW) from the ROW unless requested by the City. Such request by the City shall be made in writing. If requested by the City, the Contractor(s) shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines.



1.3.15 REMOVAL OF E-WASTE

The Contractor(s) shall not collect E-waste from the ROW unless requested by the City. Such request by the City shall be made in writing. If requested by the City, the Contractor(s) shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines.

1.3.16 REMOVAL OF ABANDONED VEHICLE

The City has a contract with another contractor for this service. The Contractor(s) shall not collect vehicles from the ROW unless requested by the City. Such request by the City shall be made in writing.

1.3.17 REMOVAL OF DEAD ANIMAL CARCASSES

1.3.17.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City approved Final Disposal Site. Contractor(s) shall coordinate activities with the Broward County Animal Services Division and the Broward County Health Department.

1.3.17.2 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.18 TDMS MANAGEMENT, OPERATIONS, AND DEBRIS REDUCTION

1.3.18.1 Management of City Owned TDMS

Management of each City owned TDMS will be performed by the Contractor(s) in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP). The Contractor(s)'s Operations Manager will assign a Foreman to the each TDMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, safety, and applicable requirements of **Section 1.3.20 of this document entitled "TDMS REMEDIATION"**.



1.3.18.2 Additional TDMS

In the event of a catastrophic disaster, the Contractor(s) shall be prepared to provide additional TDMS(s), as approved by the City. The name and address of each disposal facility to be used, along with the name and the telephone number of the responsible party for each facility, will be required prior to the City's approval and the commencement of work.

1.3.18.3 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.18.4 City TDMS Responsibilities

- (1) The City shall obtain all necessary local, state and federal permits or approvals for operating the City owned TDMS's.
- (2) The City shall prepare all approach and interior roads for all weather conditions prior to debris hauling.
- (3) The City shall be responsible for fencing and gates to secure each TDMS.
- (4) City shall provide after-hours TDMS security personnel, if needed.
- (5) City shall provide TDMS utilities such as, but not limited to, water, lighting, and portable toilets.
- (6) City shall provide Contractor(s) with TDMS traffic control devices such as traffic cones, barricades.
- (7) City shall provide all towers or lifts from which the City or its authorized representative can make volumetric load calls.
- (8) City shall provide shelter and break area for TDMS workers.

1.3.18.5 Contractor TDMS Management and Operations Responsibilities

- (1) Contractor(s) is responsible for operating each TDMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines in regards to debris management, hauling, and reduction operations.
- (2) Contractor shall provide a site foreman who shall manage all daily operations that occur within the site.
- (3) Contractor shall ensure that every load entering or leaving the TDMS sites is inspected by the City's Debris Monitor and that proper documentation is



- completed, including a load ticket, to verify and document the contents and cubic yards.
- (4) Contractor(s) will only permit Contractor(s) vehicles and others specifically authorized by the City or its authorized representative on site.
 - (5) Contractor(s) shall provide all personnel and equipment necessary to manage debris and maintain the site.
 - (6) Contractor(s) shall clearly segregate and manage all debris independently by point of origin (ROW/public property collection, private property debris removal, etc.), and debris type (C&D, vegetative debris, white goods, and other scope of service items).
 - (7) Contractor(s) shall keep all un-reduced disaster debris staged separately from reduced debris.
 - (8) Contractor(s) shall maintain the TDMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
 - (9) Contractor(s) shall provide any necessary TDMS airborne dust control and erosion control such as, but not limited to, an operational water truck, silt fencing, and other best management practices.
 - (10) Contractor(s) shall provide any necessary storm water management.
 - (11) Contractor(s) is responsible to provide TDMS fire protection such as, but not limited to, an operational water truck that is sufficient and equipped for fire protection, and fire breaks.
 - (12) Contractor(s) shall provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. HHW/contaminant material segregated and stored in lined containers at the TDMS will be collected by the City's Hazardous Materials Removal and Disposal Contractor.
 - (13) Upon closeout of operations, the Contractor(s) shall provide that all debris, mulch, and other residual material has been removed adequately so that remediation efforts may commence.
 - (14) Upon closeout of operations, Contractor(s) shall provide third party soil and groundwater samples for FDEP approval.
 - (15) Per **Section 1.3.35 of this document, entitled "ENVIRONMENTAL PROTECTION"**, Contractor(s) is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. Contractor(s) is responsible for all costs associated with the clean-up of hazardous materials. Clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

1.3.18.6 Contractor Debris Reduction Responsibilities

- (1) Contractor(s) is responsible for providing and operating in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines in regards to debris reduction operations.



- (2) Contractor(s) shall commence reduction operations at each TDMS no later when the site has reached 25% capacity. Contractor(s) shall process Vegetative Debris and Mixed Debris delivered to TDMS sites on a daily basis thereafter.
- (3) Contractor(s) shall reduce all vegetative debris through grinding at a ratio of 4:1.
- (4) Contractor(s) shall reduce all C&D debris through compaction.
- (5) Burning or incineration of any debris is strictly prohibited.
- (6) Contractor(s) shall provide all necessary personnel and equipment needed to load grinders and compactors, and manage reduced debris piles.
- (7) Chips/mulch should be stored in piles no higher than fifteen (15) feet and meet all local regulations and laws.

1.3.19 HAUL-OUT OF REDUCED DEBRIS TO CITY APPROVED FDS

1.3.19.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material such compacted C&D or mulch existing at a City approved TDMS to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- (1) The Contractor(s) shall not use any disposal facility without the written consent of the City's Debris Manager.
- (2) In the event that a predetermined FDS becomes unavailable, at the request of the City's Debris Manager, the Contractor(s) may be required to initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Contractor(s) and the City for permission to post a City inspector or authorized representative at the site for verification of each load disposed.
- (3) The Contractor(s) shall provide a sufficient number of debris site towers and/or certified scales at the FDS, meeting City specifications to provide for the efficient delivery of waste streams without excessive waiting times. The City shall make the sole determination of excessive wait times. To the extent that the City determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the City's request and certified scales must be operational within five (5) business days of the City's request.
- (4) At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.
- (5) The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-City approved Final Disposal Site.

1.3.19.2 Equipment



Reduced debris haul-out equipment must have a 50 cubic yard or larger capacity.

1.3.19.3 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.20 TDMS REMEDIATION

1.3.20.1 General Scope

Upon completion of haul-out activities, the Contractor(s) will be responsible for remediating the physical features of the site to its pre-use or better than condition within 30 calendar days of receiving the last load of disaster-related debris. Remediation shall include, but not be limited to, removal of all equipment and remnants from the processing operation, grading the site to historical conditions, seeding and mulching of exposed areas, and repairing to irrigation, fences, and roads. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

Site remediation does not include restoring permanent structures that may have been demolished at the City's direction for TDMS operations.

Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

1.3.20.2 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.21 DEBRIS REMOVAL WORK FOR OTHERS



The Contractor(s), nor any Subcontractors working under the Contractor(s), shall not solicit work from private citizens, businesses, or others for work to be performed within the City of Pembroke Pines during the term of this agreement. The City reserves the right to require the Contractor(s) to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

1.3.22 SAFETY

The Contractor(s) shall be solely responsible for maintaining a safe work environment at all work sites including TDMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to TDMS(s) and debris collection sites. Safety at TDMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

1.3.23 TRAFFIC CONTROL

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City's Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor(s) for traffic control is an overhead expense contemplated as part of the Contractor(s)'s compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of **"Roadway and Traffic Design Standards"** for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) **"Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways."** These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. The foregoing requirements are to be considered as minimum and the Contractor(s)'s compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor(s)'s employees throughout the work area.

1.3.24 ON-SITE PROJECT MANAGER



The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City's Debris Manager and/or City authorized representatives. Daily meeting topics will include, but are not limited to, volume of debris collected completion progress, City coordination, and damage repairs. Frequency of meetings may be adjusted by the City's Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the City's Debris Manager. Project Manager must remain within the City of Pembroke Pines during all hours of operations.

1.3.25 SUPERINTENDENT SHALL BE SUPPLIED BY THE CONTRACTOR

The Contractor(s) shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the Contractor. All authorized communications given to the superintendent by the City, and all contract-related decisions made by the superintendent, shall be binding to the Contractor. The superintendent shall be considered to be, at all times, an employee of the Contractor under its sole direction and not an employee or agent of the City.

1.3.26 TIERING OF SUBCONTRACTORS

The practice of multiple tier contracting is frowned upon. The Prime Contractor shall not allow their first tier subcontractor(s) to hire a second-tier contractor(s), and so forth. All subcontractors must work directly for and have contracts directly with the Prime Contractor. Copies of contracts between the Contractor and subcontractors must be provided to the City's Debris Manager immediately upon request.

Example of Tier Contracting: A Customer hires a Prime Contractor for a project. The prime contractor hires a first-tier contractor(s) to perform work on the Customer's project. The first-tier contractor(s) hires a second-tier contractor(s) to perform work on the Customer's project. The second-tier contractor works for the first-tier contractor, which is prohibited for the purposes of this contract.

1.3.27 RAPID RESPONSE CREW

Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City's Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

1.3.28 EQUIPMENT



- (1) All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- (2) Sideboards or other extensions to the bed are allowable provided they meet all applicable FDOT and FEMA rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Contractor(s). The City or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.
- (3) Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved TDMS or a City approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the City reserves the right to require the contractor to "tarp" or cover debris when hauling.
- (4) Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) 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(s) mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-contractor.
- (5) Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City's Debris Manager.
- (6) Hand loaded vehicles are prohibited following the event, unless pre-authorized in writing by the City's Debris Manager.
- (7) Contractor(s) is fully responsible for repairs and maintenance to all Contractor(s) provided equipment. Contractor(s) must provide equipment support during all hours of operations (at no extra cost to the City) so that downed equipment can be repaired quickly and put back in service as quickly as possible. Equipment support is defined as no less than one experienced heavy equipment and truck mechanic with cell phone & ¾ or 1 ton utility truck with all related tools and supplies in support of crews and equipment. Equipment support must remain in the City of Pembroke Pines during all hours of operations.



1.3.29 WORK HOURS

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Noise and disturbance will be kept to a minimum and Contractor shall comply with any and all applicable rules and laws including § 96.01 "Pembroke Pines Noise Abatement Chapter" of the City's Code of Ordinances. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor(s) must be capable of conducting volumetric reduction operations at TDMS locations on a twenty-four (24) hour, seven (7) days a week basis. No work will be performed on the following holidays without prior approval of the City's Debris Manager:

- (1) New Year's Day
- (2) Martin Luther King Jr. Day
- (3) President's Day
- (4) Memorial Day
- (5) Juneteenth Independence Day
- (6) Independence Day
- (7) Labor Day
- (8) Veteran's Day
- (9) Thanksgiving Day
- (10) Day after Thanksgiving
- (11) Christmas Eve
- (12) Christmas Day

1.3.30 PAYMENT AND PERFORMANCE BOND

The Primary Contractor must have a \$10,000,000 or higher bond capacity. Contractor(s) in the pool of qualified contractors may have a lesser bonding capacity. Proof of bonding capability must be provided with the bid. The Primary Contractor shall provide the City with a \$500,000 Payment and Performance Bond no later than May 15th of each year. The bond shall remain in effect through December 15th of that same year, or event debris removal and disposal operations have reached total completion (whichever comes last). If the contract is enacted due to a hurricane or other debris generating event during this time, the entire cost of the bond shall be borne by the Contractor(s). If the contract is not enacted for a hurricane or other debris generating event during this time, the City shall reimburse the contractor(s) for the actual cost of the bond (without markup). At the City's discretion, contractor(s) in the pool of qualified contractors may also be required to furnish their Payment and Performance Bond by May 15th as well.

1.3.31 DAMAGES

All damages, public and/or private, as a result of Contractor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either repaired or replaced by the Contractor(s), at their expense,



in a manner prescribed by and at the sole satisfaction of the City's Debris Manager. Any invoices submitted to the City such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor(s), shall be the responsibility of the Contractor(s). Repairs, or receipt of repairs, shall be completed and submitted to the City prior to submission of the Contractor(s)'s invoice for work accomplished. If the Contractor(s) fails to repair any damaged property, the City may have the work performed and charge the Contractor(s).

The Contractor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Contractor(s)'s equipment during debris removal. The Contractor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Contractor(s)'s equipment or personnel at no additional cost to the City. If the Contractor(s) does damage to a City sign or other property owned by the City, it shall be the responsibility of the Contractor(s) to repair the item back to the original condition. If the repair is not in accordance with City standards, the City shall repair the items and deduct the associated cost from the amount due the Contractor(s). The Contractor(s) shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within forty-eight (48) hours and a written report submitted to the City's Debris Manager outlining actions taken to correct the complaint. The Contractor(s) shall notify the City immediately of any complaints given directly to the Contractor(s).

Upon written notice from the Contractor(s) that the damage correction work is complete, the City will make a final inspection with the Contractor(s) and will notify the Contractor(s) in writing of any deficiencies in the project. The Contractor(s) will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the City will assess an eighty (\$80.00) dollar fee to the Contractor(s). The eighty (\$80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional City labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

No retention will be released to the Contractor(s) prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Contractor(s) may petition the City in writing for a partial retainage release.

1.3.32 EXISTING UTILITIES

Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor(s)'s responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.



The Contractor(s) shall be responsible for all costs incurred to repair damaged utilities that are caused by the Contractor(s), as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Contractor(s).

1.3.33 LIQUIDATED DAMAGES

Should the Contractor(s) fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. However, the amounts specified below are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor(s) to complete requirements set forth in the scope of work. Therefore, in addition to forfeiture of the performance bond, the Contractor(s) shall pay the City the following liquidated damages, at the discretion of the City's Debris Manager:

1.3.33.1 Delay to pre-stage first push equipment or mobilize - \$10,000/day

The Contractor(s) shall pay the City, as liquidated damages, \$10,000.00 per calendar day of delay to pre-stage first push equipment or mobilize in the City with the resources required to begin debris removal operations as directed by the City's Debris Manager.

1.3.33.2 Crew or Equipment not mobilized - \$1,000/day/crew or equipment

The Contractor(s) shall pay the City, as liquidated damages, \$1,000.00 per calendar day per for the following crews or equipment not mobilized in the City as directed by the City's Debris Manager.

- (1) First push crew (up to a maximum of 10 crews),
- (2) Debris removal truck (up to a maximum of 50 trucks), and/or
- (3) Cut crew (up to a maximum of 10 crews)

1.3.33.3 Unapproved Disposal - \$500/load of debris

The Contractor(s) shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved TDMS or FDS.

- (1) Contractor(s) will be liable for any associated fines levied by a third party associated with hauling and depositing material to an unauthorized location.
- (2) Application of liquidated damages does not release the Contractor(s) of all liability associated with hauling and depositing material to an unauthorized location.

**1.3.33.4 Failure to Repair Damage - \$500/incident**

The Contractor(s) shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor(s) fails to repair damages that are caused by the Contractor(s) or subcontractor(s) within 30 days of occurrence. Application of liquidated damages does not release the Contractor(s) from the responsibility of resolving or repairing damages.

1.3.34 OWNERSHIP OF DEBRIS

All debris residing in the City ROW shall be the property of the City until final disposal at a properly permitted disposal site. The Contractor(s) shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the City will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the City. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the City. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.

It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Contractor(s) shall receive a copy of this letter and together with the Monitoring Consultant and City; a final disposal plan will be established.

1.3.35 ENVIRONMENTAL PROTECTION

- (1) Any and all fluids or chemicals as well as work-related materials such as oil absorbents, etc. used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- (2) Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at TDMS(s). Maintenance of equipment that typically remain at the TDMS (e.g., track hoes, front end loaders, grinders, etc.)



- may be conducted at the TDMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- (3) The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City's Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City's Debris Manager regarding the use of a water truck or other approved dust abatement measures.
 - (4) The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
 - (5) The Contractor(s) agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
 - (6) The Contractor(s) must notify the City immediately regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.
 - (7) The Contractor(s) shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations at the sole expense of the contractor.
 - (8) Petroleum, Oil, and Lubricant Spills shall be reported to the National Response Center, Broward County Environmental Protection Department and the City Debris Manager immediately following discovery. A written follow-up shall be submitted to the City's Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:
 - (a) Description of the material spilled (including any identity, quantity, etc.)
 - (b) Determination as to whether or not the amount spilled is EPD/DEP reportable and when and to whom it was reported.
 - (c) Exact time and location of spill, including description of the area involved.
 - (d) Receiving waters (including, but not limited to canals and drainage areas)
 - (e) Cause of incident and equipment and personnel involved.
 - (f) Injuries or property damage.
 - (g) Duration of discharge.
 - (h) Containment procedure implemented.
 - (i) Summary of all communications the Contractor(s) has had with press or other officials.
 - (j) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.



1.3.36 DOCUMENTATION AND MEASUREMENT

- (1) Contractor(s) is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- (2) All trucks used for collection and hauling of eligible debris from the City ROW City approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor(s) shall provide a representative to attest to the certification/measuring process. It is the Contractor(s)'s responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City's Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.
- (3) The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- (4) Load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Contractor's signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid.
- (5) The City may utilize written or digital load tickets. In the event that written load tickets are utilized, the City anticipates that:
 - (a) Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - (b) Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and City authorized representative name and signature. No payment will be made by the City for incomplete and/or illegible load or unit rate tickets submitted for payment.



- (c) Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the TDMS or City approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the TDMS or City approved Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor(s).
 - (d) Loads of processed (e.g., chipped) debris being hauled from a TDMS to a City approved Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the TDMS. Another City authorized representative will validate and sign the ticket at the City approved Final Disposal Site.
 - (e) The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.
- (6) The format and details of the load tickets are subject to change and shall be provided by the City or Debris Monitoring Consultant. In any event, the Contractor shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.
- (7) Scope of service items that have rates based on one-way haul mileage shall have such mileage based on “as the crow flies” distance. The radius distance from each TDMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The City shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:
 - (a) Vegetative Debris Removal
 - (b) C&D Debris Removal
 - (c) Canal Debris Removal
 - (d) Haul-out of Reduced Debris to a City Approved Final Disposal Site

1.3.37 PAYMENT

- (1) The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor(s) as backup data for invoice submittals. Work not ticketed or



- not authorized by the City will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.
- (2) The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.).
 - (3) Invoices shall be submitted to the City's authorized representative on a bi-weekly basis unless otherwise direct by the City. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.
 - (4) A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.
 - (5) No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
 - (6) The City of Pembroke Pines will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.
 - (7) The Contractor(s) is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor(s) shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
 - (8) Payment for disposal cost incurred by the Contractor(s) at City approved Final Disposal Sites will be made at the cost incurred by the Contractor(s). At the discretion of the City, the City will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the City. If applicable, the Contractor(s) shall submit a copy of all invoice(s) received by the City approved Final Disposal Site, an electronic copy tabulating all scale or



load tickets issued by the City approved Final Disposal Site, and proof of Contractor payment to the City approved Final Disposal Site. The City will not render payment for disposal costs until the Contractor(s) submits applicable disposal site permits or site information for each authorized Final Disposal Site.

- (9) Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City's Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- (10) In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed eligible by FEMA or FHWA, unless the City otherwise agrees in writing.
- (11) All debris clearance invoices will be audited for compliance with Federal record keeping and documentation requirements prior to payment.
- (12) Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

1.3.38 FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS

- (1) The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor(s) regarding the following:
 - (a) FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
 - (b) Buy America Requirements
 - (c) 49 CFR Part 26, Disadvantage Business Enterprise Program
- (2) American with Disabilities Act of 1990 (ADA)
- (3) Convict Labor Prohibition
- (4) All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
 - (a) Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.
 - (b) All disaster invoices shall include the location where delivered or where used, if appropriate.



- (5) All contractor(s)'s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
 - (a) Time cards.
 - (b) Daily work reports for every employee, by each separate FEMA category of work
 - (c) Daily equipment use, by each separate FEMA category of work.
 - (d) List of all supplies and materials used, by each separate FEMA category of work.
 - (e) Includes both prime and sub-contractors.
- (6) All work must be properly grouped according to FEMA damage categories as specified in the contract.
- (7) FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

1.3.39 TIME AND MATERIAL CONTRACTS IF REQUIRED

As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

- (1) Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor(s)'s risk.
- (2) All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor(s) exceeds at their own risk.
- (3) All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm.
- (4) All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

1.3.40 DISTRIBUTION OF WORK

The City's intention is to hire one Primary Contractor to perform all of the Disaster and Debris Management Services as described in the scope of work. However, in the event that the chosen Primary is unable to perform these services as ordered by the City's Debris Manager, the City reserves the right to activate more than one contractor to provide all or



part of the Disaster and Debris Management Services. Activation of additional contracts shall be in order of the Evaluation Committee rankings.

Please see Section 1.2 for additional information regarding this process.

1.4 CONTRACT & PROJECT TERMS AND ADJUSTMENTS

1.4.1 CONTRACT LENGTH

The City of Pembroke Pines intends to establish a five (5) year agreement, with no renewal terms.

The initial term of the contract resulting from this Solicitation shall remain in effect for approximately a period of five (5) years, ending on December 31st after the 5th year. For instance:

Execution Date	Last Date of the initial Term	Approximate Term
Jun. 1, 2021	December 31, 2026	5 Years & 7 Months
Aug. 1, 2021	December 31, 2026	5 Years & 5 Months
Oct. 1, 2021	December 31, 2026	5 Years & 3 Months
Dec. 1, 2021	December 31, 2026	5 Years & 1 Month
Jan. 1, 2022	December 31, 2026	5 Years
Feb. 1, 2022	December 31, 2027	5 Years & 11 Months

1.4.2 CPI INCREASES

In addition, the rates offered by the Proposer in their proposal shall remain firm for an initial period of approximately one year. After the initial first year of the contract, on the following January 1st, and annually thereafter, the rates shall be automatically increased according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the annual change for the month of April or 2%, whichever is less but not less than zero. For instance:

Execution Date	Date of CPI Adjustment	Prices Held Firm For	CPI Change Applied
Jun. 1, 2021	Jan. 1, 2023	1 Years & 7 Months	Apr 2021 to Apr 2022
Aug. 1, 2021	Jan. 1, 2023	1 Years & 5 Months	Apr 2021 to Apr 2022
Oct. 1, 2021	Jan. 1, 2023	1 Years & 3 Months	Apr 2021 to Apr 2022
Dec. 1, 2021	Jan. 1, 2023	1 Years & 1 Months	Apr 2021 to Apr 2022
Jan. 1, 2022	Jan. 1, 2023	1 Year	Apr 2021 to Apr 2022
Feb. 1, 2022	Jan. 1, 2024	1 Years & 11 Months	Apr 2022 to Apr 2023

1.4.3 CHANGES IN SCOPE OF WORK



The City Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be annually agreed upon and incorporated by written amendment to the agreement.

- (1) The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- (2) All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
- (3) No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
- (4) The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
- (5) The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Services Director, the City Manager, and the Contractor.
- (6) If the City and the Contractor(s) are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
- (7) The Contractor(s) shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- (8) If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor(s)'s responsibility and the amount of each applicable bond shall be adjusted accordingly.
- (9) Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.
- (10) The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:



- (a) By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
- (b) When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor(s) shall be required to perform a cost analysis as required in the previous paragraph.

1.4.4 NOTICE TO PROCEED

The City shall issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

1.4.5 TIME OF COMPLETION

The services shall commence upon written notice to proceed from the City Manager or his designee, and the project shall be completed in accordance with the project schedule. Substantial and total completion shall be called at the discretion of the City.

1.4.6 FINAL PROJECT CLOSE OUT

Upon final inspection of the project by the City, the Contractor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

1.4.7 TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the contract with the Contractor(s) at any time and for any reason.

1.5 PROPOSAL SUBMISSION

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Proposals should be formatted as follows:

Title Page:



List the following:

Subject: **RFP # AD-21-02 “Disaster Debris Management Services”**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
 - i. Note: This contact person shall also be listed on **Attachment A: Contact Information Form**
4. Telephone Number
5. Email Address

Table of Contents:

Include a clear identification of the material included in the proposal by tab number and page number.

Letter of Interest:

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm’s interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
 - a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
 - b. Summary of abilities and experience of the firms’ professional personnel
 - c. Summary of past performance of the firm on similar projects
 - d. Recent, current, and projected workload of the firm, and availability and access to the firms’ top level management personnel.
 - e. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City.

1.5.1 Proposal Requirements

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

The requirements set forth below are the minimum requirements for proposers that are seeking the role of the Primary Contractor, however contractors that are seeking a position in the pool of qualified contractors shall not be required to meet the minimum requirements. For example, the Primary Contractor should have a minimum of 7 years of relevant experience however, Contractors in the pool of qualified contractors can have less than 7 years of experience.



Tab 1 - Qualifications and Experience (20 points):

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work out-lined herein. Please clearly address all of the items shown below in this section:

1. Confirm that the Proposer has current and relevant past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience in regards to the attached scope of work, service area, and amount of debris collected. **Attachment F: References Form**
2. Details of References should include the following:
 - a. Name and location of the project
 - b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
 - c. Nature of the firm's responsibility on the project
 - d. Project owner's representative name, address, phone number, and e-mail address
 - e. Project duration and the date the project was completed or is anticipated to be completed.
 - f. Size of project including number of residents
 - g. Cost of project
 - h. Work for which staff was responsible
 - i. Contract Type
 - j. The results/deliverables of the project
3. Demonstration that the Proposer, or the principals assigned to the project, successfully completed services similar to those specified in the scope of services to at least three (3) government entities with a population of at least 150,000 as the Primary Contractor. For each reference, include the full name, title, telephone number, fax number and valid email address of a representative for whom the engagement was taken who can verify satisfactory performance.
4. Provide list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years. Provide project/event title and brief description of the work completed. Proposer should note whether it was part of a joint venture and, if so, whether it was the Primary or Secondary Contractor.
5. Identify the debris monitoring firm(s) that you have worked with in the past five (5) years.
 - a. Please supply contact names, title, telephone number, fax number and email address from these firms that will be able to verify the quality and accuracy of the documents that they have reviewed from your firm.



6. Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Management projects exceeding two million dollars (\$2,000,000) per event.
7. Describe the firm's previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
8. Demonstrate that the firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.
 - a. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.
 - b. Attach copies of any licenses, certifications, or permits held by your firm that may be applicable to the services requested within this solicitation.
9. List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
 - a. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

Tab 2 - Ability (20 points):

Please clearly address all of the items shown below in this section:

1. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.
2. The character, integrity, reputation, judgment, experience of proposer.
- 3.
4. **Organizational Chart:** Include organizational chart with names of all persons or entities serving or intending to serve as principals in the Contractors firm. Identify each principal of the firm and any other "key personnel", such as project managers, supervisors, and contact personnel who will be professionally associated with the services to be provided.
5. **Personnel:** A list of personnel assigned to the City in the event of contract activation. The list shall include, but is not limited to:
 - a. Contact persons, including telephone numbers and email addresses
 - b. Project Manager
 - c. Operations Manager
 - d. Other key personnel assigned to the project/this Agreement
 - e. Identify Personnel Ability and Experience: Provide a list of personnel assigned to the City in the event of contract activation. Brief resumes of these individuals are requested and highly encouraged stating their credentials, education, experience, certifications, and all pertinent information to demonstrate



capabilities. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.

6. **Internal vs. Brokered Services:** Please identify the amount of services that the proposer will provide directly and the amount that will be provided through their subcontractors. In addition, please identify the location of the proposer and their sub-contractors, along with the ability of the proposer and their sub-contractors to respond to the City, in the event of an emergency, from their location. Furthermore, please identify the subcontractors' abilities and qualifications as related to the contract's specific requirements and their ability to accomplish the work specified herein.
7. **Financial Stability:**
 - a. Each Contractor shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the City. Each Contractor shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the Proposal. Provide clear and sufficient information that will provide insight to the City about the financial qualifications, fitness, and stability of the Contractor.
 - b. **Attachment H: Financial Work Sheet**
 - c. This section shall also include a letter from the Contractor's surety company providing proof of bonding capability of up to \$10,000,000, annually. This letter shall be valid for one year from the anniversary date of the start of the agreement, and shall be resubmitted for validity to the City every year thereafter throughout the initial contract term, and for each year of any subsequent contract renewal option.
8. **Workload:** The Current and projected workload of the proposer; to include current contracts with other government entities. List contract(s) of similar scope currently in effect within the State of Florida. Contract list should include: the Name of the Municipality/County, date the Contract was initially executed, date of subsequent renewal(s), and Expiration Date.
 - a. Provide reasonable assurance that such obligations will not preclude Contractor from meeting its obligations under this contract.
 - b. Plan for managing multiple Florida-based debris management contracts.



- c. Proposer must have provided services as a primary disaster debris management contractor similar to those required in this RFP to at least one (1) jurisdiction of at least 75,000 people.
- d. Identify what contractual commitments the proposer and proposer's key subcontractors have in the Broward, Miami-Dade and Palm Beach County area.

Tab 3 - Project Understanding and Technical Approach (15 points):

Please clearly address all of the items shown below in this section:

1. Provide a concise description of the approach and process the Contractor will employ to successfully complete the work to be performed to include mobilization, operational plans, work procedures, processing systems and any specific staffing or equipment resources that will be employed by the Contractor to support the needs and objective of the City. The technical approach should also outline the following:
 - a. Ability to manage activation of multiple contracts
 - b. Methods for mobilization/demobilization
 - c. Operational plans and work procedures
 - d. Documenting and resolving damages
 - e. Invoicing and data management
2. Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Contractor will approach the project and the methodology to be used to perform the services described in the Scope of Services.
3. Completed Disclosure of Sub-Contractors: Include a Sub-Contracting plan that identifies items such as a description of percentage of work to be subcontracted.
4. Typical Debris Management Site (TDMS) Safety Plan and Operational Plan: Provide a description of the firm's typical TDMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the City and are subject to City approval. The City also reserves the right to request changes to the Contractor(s) site safety plan or operational plan.
5. Describe Contractor's ability to avoid and/or mitigate unforeseen problems such as equipment failure and staffing shortages. This includes, but is not limited to ongoing maintenance programs, availability of parts and personnel for field repairs, resources for backup personnel and equipment, and other programs and approaches that would allow the Contractor to meet the City's needs and objectives in adverse conditions.



Tab 4 – Availability of Equipment (20 points):

Proposers shall address their schedule and availability.

1. Please identify the Proposer's location and proximity in relation to the City of Pembroke Pines.
2. Please identify the Proposer's subcontractor's location and proximity in relation to the City of Pembroke Pines.
3. Please address the Proposer & their subcontractors' schedule and response time to the City of Pembroke Pines.
4. Identify Proposer's current inventory of heavy equipment, vehicles and other related equipment and their current conditions that would be dedicated and utilized for the City's objective.
 - a. A full list shall include descriptions, sizes and age of the equipment. Please note:
 1. Vegetative and C&D hauling equipment shall be equal to or larger than the following:
 - a. Self-loading grapple truck with a 25 cubic yard or larger capacity.
 - b. 3/4 ton or larger truck with a minimum capacity of 25 cubic yards. Must be accompanied by a loader with grapple attachment and operator capable of loading all debris.
 2. Reduced debris haul-out equipment must have a 50 cubic yard or larger capacity.
 - b. In addition, please identify the equipment that will be provided directly from the proposer and the equipment that will be provided by sub-contractors
 - c. Provide the location that this equipment will be normally stored prior to an emergency declaration. For example, will the equipment be stored within the City, County, State, Other States, etc.
5. Please identify why your equipment and your subcontractor's equipment, location, proximity and response time would best serve the City of Pembroke Pines.

Tab 5 – Project Cost (20 points):

1. **Attachment J: Debris Management Proposal Form**
 - a. To be considered as the Prime Contractor, bidders must bid on all of the categories of the Debris Management Proposal Form, and must provide pricing for each item within all categories of the Debris Management Proposal Form. Failure to do so will render the bid as incomplete and the bidder's submittal will not be considered for the Prime Contractor position.



- b. The City will also contract with the remaining qualified Contractors to form a pool of vendors in order to insure adequate resources at the time of an event. These Contractors may be called upon in order of ranking to replace the Prime Contractor as a whole, or to supplement the Prime Contractor as needed. Bidders are encouraged, but not required, to submit pricing for every item in the Debris Management Proposal Form to be considered for this supplemental role.

Tab 6 – Other Completed Documents:

1. Attachment A: Contact Information Form
 - a. Attached is contact information form (**Attachment A**) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
 - b. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
 - c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
2. Attachment B: Non-Collusive Affidavit
3. Attachment C: Proposer's Background Information

1.5.2 Exceptions to the Solicitation

Please indicate any exceptions that that Proposer has to the terms of this solicitation, however please note that any exceptions may eliminate the proposer from consideration.

1.5.3 Additional Information

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.6 VENDOR REGISTRATION DOCUMENTS

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their information and documents on an as-needed



basis. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to purchasing@ppines.com to help facilitate the implementation process.

The new process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

The following documents can be found at <https://www.ppines.com/784/Vendor-Registration> and can be completed prior to the bidding process and do not need to be attached to your submittal.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Sworn Statement on Public Entity Crimes Form

1.6.4 Local Business Tax Receipts

1.6.5 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.



1.6.6 Equal Benefits Certification Form

1.6.7 Vendor Drug-Free Workplace Certification Form

1.6.8 Scrutinized Company Certification

1.6.9 E-Verify System Certification Statement

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security ("DHS").
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

1.6.10 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds

- a. **Lobbying:**
 - i. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the Contractor must complete the **Certification Regarding Lobbying**.
 - ii. 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 Contractor shall also complete and submit the **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.
- b. **Debarment, Suspension and Other Responsibility Matters:**
 - i. Where the Contractor is unable to certify to any of the statements in the certification for **Debarment, Suspension and Other Responsibility Matters**, he or she shall **provide an explanation**.

1.6.11 Minority-Owned Business Enterprise



1.6.12 Woman-Owned Business Enterprise

1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	Points
Qualifications and Experience	20 points
Ability	20 points
Project Understanding and Technical Approach	15 points
Availability of Equipment	20 points
Project Cost	20 points
Veteran Owned Small Business Preference*	2.5 points
Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, and/or HUBZone-Certified Small Businesses / Labor Surplus Area Firms*	2.5 points
Total Points	100 points

**Please note that the Veteran Owned Small Business (VOSB) Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.*

In addition, firms that qualify as a Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, and/or HUBZone-Certified Small Businesses / Labor Surplus Area Firms shall also receive a preference of two and a half (2.5) points.

All other vendors shall receive zero (0) points for these criteria.

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its



evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria. The city's intention is to award to one Primary Contractor to perform all of the Disaster Debris Removal and Disposal services as described in the scope of work. The remaining Contractors will be offered Contracts that the City may call upon in such case that the Primary fails to perform to ensure that the City has coverage during a disaster. Remaining Contractors shall be called upon in order of the Evaluation Committee rankings and may be activated for the whole of the contract or portions thereof.

1.7.1 SCORING FOR PROJECT COST CRITERIA

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Project Cost** criteria. The **Project Cost** will be the sum of each total of each item's price on **Attachment J**.

The **Project Cost** for each proposer will be multiplied against the **Lowest Proposal** to determine the point score for each proposer. The **Lowest Proposal** receive the maximum amount of points for the Project Cost criterion.

Then the **Lowest Proposal** will be divided by all other **Cost Proposals** that are not the lowest, and multiplied by the **Maximum Available Points** for the **Pricing Criteria** to determine all the other **Cost Proposals'** scores.

Example:

Firm "A" cost proposal is \$10,000 and is the lowest cost proposal

Firm "B" cost proposal is \$15,000

Firm "C" cost proposal is \$20,000

Maximum Points Available for the "**Project Cost**" criteria: 30

Calculation:

Firm "A": Lowest price and receives 30 points

Firm "B": $\$10,000/\$15,000 \times 30 \text{ points} = 20 \text{ points}$

Firm "C": $\$10,000/\$20,000 \times 30 \text{ points} = 15 \text{ points}$

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
-------	----------------



Issuance of Solicitation (Posting Date)	March 23, 2021
Non-Mandatory Pre-Bid Meeting	10:00 a.m. on April 1, 2021
Question Due Date	April 5, 2021
Anticipated Date of Issuance for the Addenda with Questions and Answers	April 8, 2021
Proposals will be accepted until	2:00 p.m. on April 20, 2021
Proposals will be opened at	2:30 p.m. on April 20, 2021
Evaluation of Proposals by Staff	May 2021
Recommendation of Contractor to City Commission award	June 2, 2021

1.8.1 VIRTUAL NON-MANDATORY PRE-BID MEETING

There will be a non-mandatory scheduled pre-bid meeting on **April 1, 2021 at 10:00 a.m.** Meeting location will be at the Public Services Building at 8300 S. Palm Drive, Pembroke Pines, FL 33025.

At the time of writing this notice, the City will not be opening up the physical location for public access as City offices are closed to the public, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. In any event, the public is encouraged to attend the meeting virtually in lieu of attending the meeting in person.

While considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to participate in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the Cisco Webex Meetings app from <https://www.webex.com/downloads.html/>.

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedict, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,



City of Pembroke Pines

Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before 2:00 p.m. on April 20, 2021.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE



CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No



- ✓ ☐ 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ☐

2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ✓ ☐ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$5,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No



- ✓ ☐ 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$2,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✕ 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✕ 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ ✕ 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products &



completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase



the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☒ 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the **"Question Due Date"** stated in the solicitation. Questions received after **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

"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, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.



(b) Announce at that meeting the name of each bidder and the price submitted in the bid.

(c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or



(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other

information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.33 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

3.34 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

- a) "Contractor" means a person or entity that has entered or is attempting to



enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

- b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's

E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

- c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Not applicable.

4.2 PAYMENT AND PERFORMANCE BONDS

Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the City. Bidding

Contractors must have a \$10,000,000.00 or higher bond capacity. Proof of bonding capability must be provided with the bid. **The Contractor shall provide the City with a \$500,000 Payment and Performance Bond no later than May 15th of each year.** The bond shall remain in effect through December 15th of that same year, or event debris removal and disposal operations have reached total completion (whichever comes last). If the contract is enacted due to a hurricane or other debris generating event during this time, the entire cost of the bond shall be borne by the Contractor. If the contract is not enacted for a hurricane or other debris generating event during this time, the City shall reimburse the contractor for the actual cost of the bond (without markup). The performance bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

4.3 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may



pertain to the Services required under the Agreement, including but not limited to:

A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

C. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in

Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, 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 a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

D. DAVIS-BACON & RELATED ACTS

If construction, alternation or repair of public buildings or public works project is funded or assisted under one or more Federal statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.



In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

E. 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.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

G. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

H. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

a. 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).

b. 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.

c. 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 City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.



d. 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 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.

I. ANTI-LOBBYING

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.

This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

J. RECYCLED PRODUCTS / RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory



provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**K. MINORITY / WOMEN'S / LABOR
SURPLUS FIRMS PARTICIPATION**

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

(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.

CONTACT INFORMATION FORM

IN ACCORDANCE WITH AD-21-02 titled “Disaster Debris Management Services” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:COMPANY: STREET ADDRESS: CITY, STATE & ZIP CODE: **PRIMARY CONTACT FOR THE PROJECT:**NAME: TITLE: E-MAIL: TELEPHONE: FAX: **AUTHORIZED APPROVER:**NAME: TITLE: E-MAIL: TELEPHONE: FAX: SIGNATURE: **B) Proposal Checklist**

Did you submit the following items, as stated in section 1.5 “Proposal Submission” of the bid package?

Title Page	Yes <input type="checkbox"/>
Table of Contents	Yes <input type="checkbox"/>
Letter of Interest	Yes <input type="checkbox"/>

Did you make sure to submit the following items, as stated in section 1.5.1 “Proposal Requirements” of the bid package?

Tab 1 - Qualifications and Experience	Yes <input type="checkbox"/>
Attachment F: References	Yes <input type="checkbox"/>
Tab 2 - Ability	Yes <input type="checkbox"/>
Attachment H: Financial Work Sheet	Yes <input type="checkbox"/>
Tab 3 – Project Understanding and Technical Approach	Yes <input type="checkbox"/>
Tab 4 – Project Cost	Yes <input type="checkbox"/>
Attachment J: Debris Management Proposal Form	Yes <input type="checkbox"/>
Tab 5 – Other Completed Documents	Yes <input type="checkbox"/>
Attachment A: Contact Information Form	Yes <input type="checkbox"/>
Attachment B: Non-Collusive Affidavit	Yes <input type="checkbox"/>
Attachment C: Proposer's Background Information	Yes <input type="checkbox"/>

Did you make sure to complete the following documents listed in section 1.6?

Vendor Information Form	Yes <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>
E-Verify System Certification Statement	Yes <input type="checkbox"/>
Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	Yes <input type="checkbox"/>
Debarment, Suspension and Other Responsibility Matters	Yes <input type="checkbox"/>
Minority-Owned Business Enterprise	Yes <input type="checkbox"/>
Woman-Owned Business Enterprise	Yes <input type="checkbox"/>
HUBZone-Certified Small Businesses / Labor Surplus Area Firms	Yes <input type="checkbox"/>



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company

PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.

2) At what address was that business located?

3) Have you ever failed to complete work awarded to you. If so, when, where and why?

4) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

5) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

- 6) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

- 7) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

- 8) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

- 9) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

- 10) Are you an ☐ Original provider, ☐ sales representative, ☐ distributor, ☐ broker, ☐ manufacturer, ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

11) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

12) Describe the firm’s local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER’s qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD[YY])	
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
			INSURERS AFFORDING COVERAGE			
INSURED <div>YOUR COMPANY NAME HERE</div>			INSURER A: INSURER B. INSURER C. INSURER D. INSURER E.		Companies providing coverage	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AG6REGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<div>Must Include General Liability</div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<div>SAMPLE CERTIFICATE</div>											
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table><tr><td>WC STATU-TORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, MAIL <u>30</u> DAYS WRITTEN LEFT.
		AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

Page 1 of 1

Attachment D: Sample Insurance Certificate

(DACORD CORPORATION 1988

AGREEMENT FOR DISASTER DEBRIS MANAGEMENT SERVICES

THIS IS AN AGREEMENT (“Agreement”), made and entered into on this ____ day of _____, **2021** by and between:

CITY OF PEMBROKE PINES, a municipal corporation, of the State of Florida, with a business address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as “CITY”,

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

Recitals

WHEREAS, the CITY may experience massive destruction wrought by the impact of a hurricane landfall, violent storms, spawning tornadoes as well as other natural and/or man- made disasters (hereinafter “Catastrophic Events”); and,

WHEREAS, the CITY finds it necessary to contract with Debris Recovery Contractors in order to remove disaster generated debris from public property and public rights of way so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services following a Catastrophic Event; and,

WHEREAS, the CITY finds it necessary to contract with Debris Recovery Contractors in order to remove disaster generated debris from private property, subject to compliance with any and all local, state and federal regulations, including FEMA requirements so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services following a Catastrophic Event; and,

WHEREAS, the CITY previously issued a Request for Proposal No. AD-21-02 (hereinafter “RFP”), for Disaster Debris Management Services on an as needed basis, a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by reference; and,

WHEREAS, the prices set forth in this Agreement and being charged by the CONTRACTOR are consistent with the market value and rates currently being charged to local governments throughout South Florida for the same or similar work by other debris removal vendors and caused by the exigent circumstances that has resulted in the necessity for this Agreement; and,

WHEREAS, the services to be provided by the CONTRACTOR will include emergency push and storm debris collection and disposal in the CITY following a Catastrophic Event. Also, the CONTRACTOR will provide a range of related services including damage assessment, training, emergency planning and other services as needed and requested by the CITY; and,

WHEREAS, other services of the CONTRACTOR may include facilitating communication with the Federal Emergency Management Agency (hereinafter "FEMA"), the Federal Highway Administration (hereinafter "FHWA"), Broward County, the State of Florida and other federal, state or local agencies, and coordination with state insurance representatives; and,

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and,

WHEREAS, FEMA's regulations require that the CITY has a written contract with its Contractors to be used following Catastrophic Events, as described above; and,

WHEREAS, the CITY and the CONTRACTOR have reached a mutual agreement as to the terms and conditions of such services; and,

WHEREAS, this Agreement does not preclude the CITY's from using other vendors which provide the same or similar services as provided by the CONTRACTOR on an as needed basis; and,

WHEREAS, this Agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events and where the services will only be required when an emergency situation exists which threatens the life, safety or welfare of the citizens of Pembroke Pines; and,

WHEREAS, the City Commission of the City of Pembroke Pines, Florida deems it in the best interest of the citizens and residents of the CITY to enter into an agreement with CONTRACTOR for Disaster Debris Management Services.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1 – Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2 - Scope of Professional Services

2.1 Debris Removal: It is the intent of this Agreement for the CONTRACTOR to remove as quickly as possible all disaster generated debris from public property and public rights-of-way, and private property as authorized by the CITY, so as to protect the public health and

safety, minimize economic and environmental impacts and facilitate the restoration of normal public services. Clean up, demolition and removal will be limited to: (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public property (or private property when specifically authorized by the CITY), and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction, and disposal of debris from CITY streets, roads, and right-of-ways, public property and facilities and any other facility or site as directed by the designated representative of the CITY.

Specifically, the Scope of Services will encompass the Disaster Debris Management Services as set forth in the RFP, attached hereto and made a part hereof as **Exhibit "A"** and the Contractor's Submittal, included in **Exhibit "B"** attached hereto and made a part hereof.

2.1.1 Ownership and Disposal of Debris: The CONTRACTOR shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon final disposal at a properly permitted disposal site. The CONTRACTOR shall be responsible for the lawful disposal of all debris handled or transported. The CONTRACTOR shall not use any disposal site not designated by the CITY without written consent.

2.1.2 Technical Disaster Recovery Assistance: It is the intent of this agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials of the CITY. This service shall include Program Management Assistance.

2.1.3 Permits and Regulations: All necessary permits, licenses and certificates required for the execution of this Agreement as set forth in **Exhibit "A"** shall be secured and paid for by the CONTRACTOR.

2.1.4 Event Closure: In accordance with Exhibit "A", CONTRACTOR will assist the CITY in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agencies for disaster recovery efforts by CITY staff and designated Debris Removal Contractors.

2.1.5 Services and Facilities: It is understood that, except as otherwise specifically stated in this Agreement and Attachments to this agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice-To-Proceed as agreed upon by both parties.

2.1.6 Measurement of Quantities: Work specified herein shall be measured by the CITY according to U.S. Standard Measure and information provided by the

CONTRACTOR. The method of measurement and computation to be used to determine quantities of debris managed will be those generally recognized as conforming to good engineering practice. The principle method of measurement will be debris volume in cubic yards. Material measured in vehicles will be allowed at the full measured volume of the vehicle unless the inspector determines that a lesser volume has been loaded.

2.1.7 Scheduled Passes: The CONTRACTOR shall make multiple scheduled passes of each site, location or area impacted by the Catastrophic Event. The number and schedule of passes shall be determined through CITY-CONTRACTOR consultation. It is the CITY'S intent that the CONTRACTOR shall make as many passes as the CITY may direct to complete the removal and lawful disposal of all natural disaster generated debris.

2.2 Supervision by CONTRACTOR: The CONTRACTOR will supervise and direct all Services. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONTRACTOR will employ and maintain on the worksite a qualified supervisor(s) who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor(s) by the CITY's Authorized Representative shall be as binding as if given to the CONTRACTOR. The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

2.3 Changes in the Scope of Services: The CITY and CONTRACTOR may at any time order changes within the scope of services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms, conditions, and the scopes of services of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the services provided. CITY's Signatory Authority for such changes shall be as set for in the CITY's Code of Ordinances.

Article 3- Term of Agreement

3.1 Term: This Agreement shall be effective for an initial period of approximately five (5) years commencing with the date of execution by both Parties through December 31, _____ at 11:59 PM.

3.2 Renewal: Not applicable.

3.3 Contract Pricing: The pricing negotiated with the CONTRACTOR shall remain firm during the term of the Agreement period as evidenced in **Exhibit "B"** attached hereto and incorporated herein by reference.

Article 4- Payment

4.1 Payment for all services shall be done in accordance with Exhibit "A" and as set forth herein. Pricing for all services shall be done in accordance with **Exhibit "B"** attached hereto and incorporated herein by reference.

4.2 The CONTRACTOR expressly agrees that it will not be compensated for disposing of any material not defined as eligible debris. The term "eligible debris" shall have that meaning as given under 44 C.F.R. 206.224 and as further defined in the FEMA Debris Management Assistance Policy Guidebook. The CONTRACTOR and CITY will inspect each load to verify that 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. 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 numbered tickets shall be supplied to the CITY by the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification for 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 tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date for additional clarification prior to payment of those tickets.

4.3 Invoices shall be submitted in duplicate to the Director of Public Services, City of Pembroke Pines, 8300 S. Palm Drive, Pembroke Pines, Florida 33025, no more than once every fifteen (15) days. Each invoice shall contain a detailed description of services and fees as set forth in **Exhibit "A"**.

4.4 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.5 Other than the fees set forth herein, the CONTRACTOR shall not be entitled to payment for expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5- CITY Obligations

5.1 The CITY shall furnish all information and documents necessary for the commencement of work to include valid written Notices to Proceed. A representative will be designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Notice to Proceed. Providing inspectors for the monitoring of debris operations shall be the responsibility of the CITY, as required by Federal law and policy governing those specific operations.

5.2 The CITY shall pre-designate necessary Temporary Debris Storage and Reduction (TDSR) sites either within the CITY, or as designated by Broward County, for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition materials. If requested by the CITY, the CONTRACTOR shall operate the TDSR sites and only CONTRACTOR vehicles and others specifically authorized by the CITY will be allowed to use these sites. The CONTRACTOR shall have a General Operation Plan, which describes the operations CONTRACTOR expects to carry out at each site, i.e., materials handling, reduction,

storage, recycling operations, equipment maintenance, etc. The CONTRACTOR shall include provisions for rodent control, noise abatement, etc. If any facilities are utilized for air curtain burning, they must be approved by the CITY and Broward County.

5.3 The CITY may also establish homeowner drop-off sites for debris. If requested by the CITY, the CONTRACTOR shall be responsible for removing all debris from these sites.

5.4 The CITY shall timely pay CONTRACTOR in accordance with Part VII, Chapter 218, Florida Statutes.

Article 6- FEMA Reimbursements and Requirements

The CONTRACTOR and any and all of its subcontractors, shall comply with 2 CFR 200.326 and 2 CFR Part 200 Appendix II. A breach of any of the below provisions may be grounds for termination of this Agreement, or for debarment of the CONTRACTOR.

6.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of Disaster Debris Management Services. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. CONTRACTOR responsibilities in this regard are set forth in **Exhibit "A"**.

6.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence collecting or removing debris, completing project worksheets and load tickets, or documenting work performed, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

6.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326. In the event of any conflicts, the provisions of this section shall prevail.

6.3.1 Equal Employment Opportunity: During the performance of this Agreement, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. 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) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which it 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 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.

(5) 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.

(6) 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.

(7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and 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.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) 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. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

6.3.2 Davis-Bacon Act: CONTRACTOR shall comply with the Davis-Bacon Act, (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

6.3.3 Copeland “Anti-Kickback” Act: CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

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

(2) Breach. A breach of the provisions of this section above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated

at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- (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. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.

1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

6.3.6 Compliance with State Energy Policy and Conservation Act. CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

6.3.7. Suspension and Debarment. This Agreement 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)

- (1) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by 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 State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (2) 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 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.”

6.3.8. 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.”

6.3.9 Recovered Materials.

(1) In the performance of this Agreement, 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 Agreement performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

6.3.10 Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

6.3.11 Pursuant to 44 CFR 13.36(i)(8), CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34,

FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

6.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

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

(2) The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONTRACTOR agrees to maintain same until the CITY, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6.3.13 No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6.3.14 DHS Seal, Logo, and Flags. The CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

6.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6.3.16 Fraudulent Statements. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to the CONTRACTOR's actions pertaining to this Contract.

Article 7- Termination

7.1 Termination. This Agreement may be terminated by the CITY at any time and for any reason; but if any work or service/task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the CITY until said work or service(s)/task(s) is completed and accepted.

- A.** Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of CITY, CITY shall reimburse CONTRACTOR for actual work satisfactorily completed. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the CITY, termination costs, if any shall not apply.
- B.** Termination for Cause. This Agreement may be terminated by either party for cause after providing notice of default to the party in default and a reasonable period of time to cure the default.
- C.** Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation or performance in the subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or services/tasks delivered under this Agreement.

Article 8- Insurance and Bonds

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ **8.6.1** Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 8.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- ✓ ☐ 8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ☐ ✕ 8.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ✓ ☐ 8.6.4 Umbrella/Excess Liability Insurance in the amount of **\$5,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's

Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 8.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

- ✓ ☐ 8.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$2,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✕ 8.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 8.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ * 8.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 8.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 8.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 8.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's

Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☒ 8.6.13 Other Insurance

8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 8.7.2 Waiver of all Rights of Subrogation against the CITY.
- 8.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 8.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

8.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

8.11 Payment and Performance Bonds. CONTRACTOR shall provide the CITY with a \$1,000,000.00 Payment and Performance Bond no later than 15 days after the agreement

has been fully executed by the Parties and shall remain in effect through December 15th, 2021, or event debris removal and disposal operations have reached total completion (whichever comes last). Each renewal term, CONTRACTOR is to provide the CITY with the Payment and Performance Bond no later than May 15th and shall remain in effect until December 15th of the same year or event debris removal and disposal operations have reached total completion (whichever comes last). If this Agreement is enacted due to a hurricane or other debris generating event during this time, the entire cost of the bond shall be borne by the CONTRACTOR. If this Agreement is not enacted for a hurricane or other debris generating event during this time, the CITY shall reimburse the contractor for the actual cost of the bond (without markup). The bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the CONTRACTOR shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

The CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11).

Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the CITY. The performance bond shall be conditioned that the CONTRACTOR perform this Agreement in the time and manner prescribed in the contract. The payment bond shall be conditioned that the CONTRACTOR promptly make payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of this Agreement which the CITY may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs.

Article 9-Indemnity and Liens

9.1 Indemnity. CONTRACTOR shall indemnify and hold CITY and its Agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to protect, defend, indemnify, and hold the City of Pembroke Pines and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses, liabilities of every kind and character resulting from the error, omission or negligent act of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR's duties set forth in this Agreement. CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

9.2 Warranty of Title and Waiver of Liens. The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

Article 10- Subcontractors

10.1 Local Resources The CONTRACTOR shall, to the extent practicable, give priority to utilizing resources in CITY and surrounding areas, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.

10.2 Subcontractors

10.2.1 The CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts, which reflect the termination provisions that the CITY may exercise over the CONTRACTOR under this Agreement.

10.2.2 Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the CITY or subject the CITY to liability of any kind to any subcontractor. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the CITY upon activation of the Agreement and updated by the CONTRACTOR to the CITY on a biweekly basis during said activation.

10.2.3 CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP, to provide and perform such services to CITY'S satisfaction for the agreed compensation, and meets all other requirements of the RFP, including without limitation insurance requirements. CONTRACTOR shall be solely responsible for payment of subcontractors, and its failure to pay subcontractors shall be grounds for withholding future payments to CONTRACTOR, or termination of this Agreement.

10.2.4 The CONTRACTOR shall not use a subcontractor or material supplier against whom the CITY has a reasonable objection to, and shall to the extent practicable subcontract with local firms currently doing business with the CITY. All subcontractors will operate in strict accord with all local, state, and federal laws governing this type of work.

10.2.5 No subcontract shall, under any circumstances, relieve the CONTRACTOR of its liability and obligations under this Agreement and all transactions with the CITY must be through the CONTRACTOR.

Article 11 - Special Conditions

11.1 Participating Offices: The City of Pembroke Pines Public Service Department will participate in this Agreement. The CITY reserves the sole right to add additional CITY offices to the Agreement.

11.2 Independent Contractor: This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

11.3 Liquidated Damages: Liquidated damages will be deducted from the Agreement sum as set forth in **Exhibit "A"** for each regular workday the CONTRACTOR fails without justifiable

excuse to perform in accordance with its contractual obligations or, if this Agreement does not provide specific performance standards or timeliness requirements, in accordance with general industry standards of performance for similar services under similar conditions. The CONTRACTOR will make every attempt to supply the awarded goods/services within the time frame(s) requested. Repeated failure to supply the goods and services may result in termination of the Agreement for cause and shall be cause-in-hand for the CITY to procure in the open market goods/services meeting or similar to those specified in the Agreement and obligate the CONTRACTOR to pay the CITY any increase in costs occasioned thereby.

11.4 Pre-event Condition: The CONTRACTOR shall return all staging and process areas to their pre-event condition or better.

11.5 No Solicitation: The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work areas during the term of this Agreement.

11.6 Work Hours: The Debris Recovery Contractors will/may conduct its operations seven (7) days per week during the hours of 7 a.m. to 10 p.m. Monday through Friday and 8 a.m. to 10 p.m. on weekends and holidays unless otherwise directed by CITY's Director of Public Service or his designee. However, unless directed otherwise, volumetric reduction operations at temporary debris storage and reduction sites may be conducted on a twenty-four (24) hour, seven (7) day basis. CONTRACTOR will conduct its services at the times and dates necessary appropriate to perform its duties as provided for in this Agreement.

11.7 Protection of Property: The CONTRACTOR shall not enter upon private property for any reason without obtaining permission, and the CONTRACTOR shall be responsible for the preservation of all public and private property, along and adjacent to the work site(s) and shall use every precaution necessary to prevent damage and injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work, or in consequence of the non-execution thereof on the part of the CONTRACTOR, the CONTRACTOR shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing or rebuilding or otherwise restoring, as may be directed by the Public Service Director, or he shall make good such damage or injury in an acceptable manner.

11.8 Equipment: All of the CONTRACTOR'S equipment utilized for this Agreement shall be:

- A. In good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the CITY.
- B. Properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state, and local safety regulations.
- C. All loading equipment shall be operated from the road, street, or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder section

unless directed by the CITY. If operation of the equipment shall be required outside of the ride-away, the CITY will provide Right-of-Entry agreements executed with the property owner prior to the CONTRACTOR work being authorized. No tracked equipment shall be operated on any paved or improved roadway surface.

- D. Prior to commencing operations, the CONTRACTOR shall affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and unique identification number. One sign shall be placed on each side of the equipment. For trucks, trailers and other equipment intended to haul debris, the maximum volume of cubic yards of the load bed shall be shown. Signs shall be maintained in an easily readable fashion for the duration of the work hereunder. Minimum letter size shall be three (3) inches in height.
- E. All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. The sideboards must be constructed of 2"x 6" boards or greater and may not extend more than two (2) feet above the medal bed sides. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle shall be re-measured and re-marked. All extensions to the bed are subject to acceptance or rejection by the CITY inspector.
- F. The CONTRACTOR shall use trucks, trailers, and/or equipment approved for use under this Agreement for this Agreement only, and such equipment shall not be used for any other work during the term of this Agreement. A list of approved equipment shall be submitted to the CITY.

11.9 Securing Debris: The CONTRACTOR shall be responsible for properly and adequately securing debris within each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided and used by the CONTRACTOR to prevent materials from falling or being blown from the bed.

11.10 Traffic Control: The CONTRACTOR shall mitigate the impact of operations on local traffic to the fullest extent practicable. The CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas. The CONTRACTOR shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable federal, state and local laws, regulations and ordinances governing personnel, equipment and work place.

11.11 Inspection Stations:

- A. Upon request by the CITY, the CONTRACTOR shall construct and maintain inspection stations and towers at the entry point for each TDSR site and disposal area. These stations will be the points of load volume verification by the CITY.
- B. The trip tickets for debris hauling will be completed upon arrival of debris trucks at the inspection station. Upon request by the CITY, the CONTRACTOR shall make all necessary arrangements with private disposal operators to facilitate the posting of a CITY inspector/monitor onsite for the duration of debris disposal operations. Minimum required standards for the inspection station shall include an inspection tower with desks and chairs for at least two (2) persons, one of whom will be a representative of the CITY.
- C. The inspection towers shall be of sturdy construction using pressure treated wood and of sufficient height as to allow a complete view of the load bed of each piece of equipment being used to haul debris. The floor area shall be a minimum of 8'x 8' constructed of 2" x 8" joints, 16" on center with ¾" plywood supported by 6" x 6" posts. The perimeter of the floor area shall be protected by a 4' high wall constructed of 2" x 4" studs and ½' plywood. The floor area shall be covered with a roof to protect the occupants from the elements. The roof shall provide a minimum of 6'6" head room below the support beams. Access shall be by wooden steps with a handrail. At the conclusion of the debris removal process, the CONTRACTOR shall remove the structure.

11.12 Hazardous Materials:

- A. The CONTRACTOR shall set aside and reasonably protect any hazardous materials encountered during debris removal operations. The CONTRACTOR shall notify the CITY of the nature and location of any such debris encountered.
- B. The CONTRACTOR must not transport hazardous materials to the TDSR sites or landfills that are not specifically authorized to accept such materials. However, the CONTRACTOR will be responsible for proper handling and storage of any hazardous materials brought to the TDSR site and if requested to manage the site by the CITY, the CONTRACTOR shall provide a suitable area at each TDSR site to accommodate such hazardous materials. The area shall be lined with impervious material and surrounded with berms or other containment structures to contain potential leakage.
- C. The CITY recognizes that construction and demolition debris might contain small amounts of asbestos, lead based paints, or similar materials. These materials may be handled in the same manner as other debris when they constitute less than twenty percent (20%) of a load of debris destined for a TDSR site. Any load containing more than twenty percent (20%) shall be taken directly to a properly permitted Class I landfill authorized to receive such hazardous waste.

11.13 Inoperable Private Vehicles and Equipment: The CONTRACTOR shall not move abandoned vehicles that interfere with debris removal operations. The CONTRACTOR shall instead report the location of such vehicles to the City of Pembroke Pines Police Department.

11.14 Reports: The CONTRACTOR shall make daily reports to the CITY to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names and address blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed of.

11.15 Affiliation: CONTRACTOR and its employees, agents, and subcontractors shall not be employed by or affiliated with the Debris Monitoring Contractors. For purposes of this Agreement, Debris Monitoring Contractors are those contractors that were awarded a contract pursuant to RFP AD-21-03.

Article 12- Public Records

12.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

12.1.1 Keep and maintain public records required by the CITY to perform the service;

12.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

12.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

12.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.

12.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **this Agreement**.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

Article 13- Scrutinized Companies

13. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

13.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

13.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

13.2.2 Is engaged in business operations in Syria.

Article 14- Equal Benefits for Employees

14.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that **(check only one box below)**:

- ☐ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or

- ☐ CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
 - ☐ CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
 - ☐ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
 - ☐ CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
 - ☐ CONTRACTOR is a governmental agency.

14.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

14.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

14.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of this Agreement with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its

employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

14.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

Article 15- Miscellaneous

15.1 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

15.2 Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

15.3 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.4 Waiver. Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

15.5 Non-Discrimination & Equal Opportunity Employment: During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree 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.

CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

15.6 Compliance with Statutes: It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable, and as amended from time to time.

15.7 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.8 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

15.9 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.10 Dispute Resolution: Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), both Parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

15.10.1 Arbitration. In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or

relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

15.10.2 Operations During Dispute.

15.10.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

15.10.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

15.11 Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.12 Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

15.13 Legal Representation: It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

15.14 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

As to CONTRACTOR:

As to CITY:

Charles F. Dodge, City Manager
 City of Pembroke Pines
 601 City Center Way, 4th Floor
 Pembroke Pines, FL 33025
 (954) 450-1040 (phone)
 (954) 437-1149 (facsimile)

With a Copy to:

Director of Public Services
 City of Pembroke Pines
 8300 South Palm Drive
 Pembroke Pines, FL 33025
 (954) 518-9060 (phone)
 (954) 435-6755 (facsimile)

With a Copy to:

Samuel S. Goren, Esq., City Attorney
 Goren, Cherof, Doody & Ezrol P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 (954) 771-4500 (phone)
 (954) 771-4923 (facsimile)

Each party hereto may change its mailing address by giving to the other party notice of such change.

15.15 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.16 Assignment of Rights/Subletting of Contract: Neither this Agreement nor any interest herein shall be assigned, subcontracted, transferred, or encumbered by CONTRACTOR, except with the prior approval of the City Manager or designee, which shall be in his sole and absolute discretion. CONTRACTOR may subcontract any portion of the work required by this Agreement pursuant to a Subcontractor Plan. The Subcontractor Plan shall specify the anticipated work to be completed by subcontractors, and include a list of all such subcontractors. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the City Manager or designee, subject to his approval, prior to use.

15.17 Attorneys' Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

15.18 Bankruptcy: It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

15.19 Counterparts and Execution. This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

15.20 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

15.21 Third Parties. The services to be performed by the CONTRACTOR are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONTRACTOR's performance of its services hereunder, and no right to assert a claim against the CONTRACTOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONTRACTOR's services hereunder.

15.22 Signatory Authority. CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

15.23 Uncontrollable Forces. Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.23.1 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, been prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15.24 Electronic Signatures. Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

15.25. E-Verify.

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

15.25.1 Definitions for this Section:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

15.25.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

15.25.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

15.25.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

15.25.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes,

but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) S.S.
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of _____, _____ and acknowledged he/she has executed the foregoing Agreement, who is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:



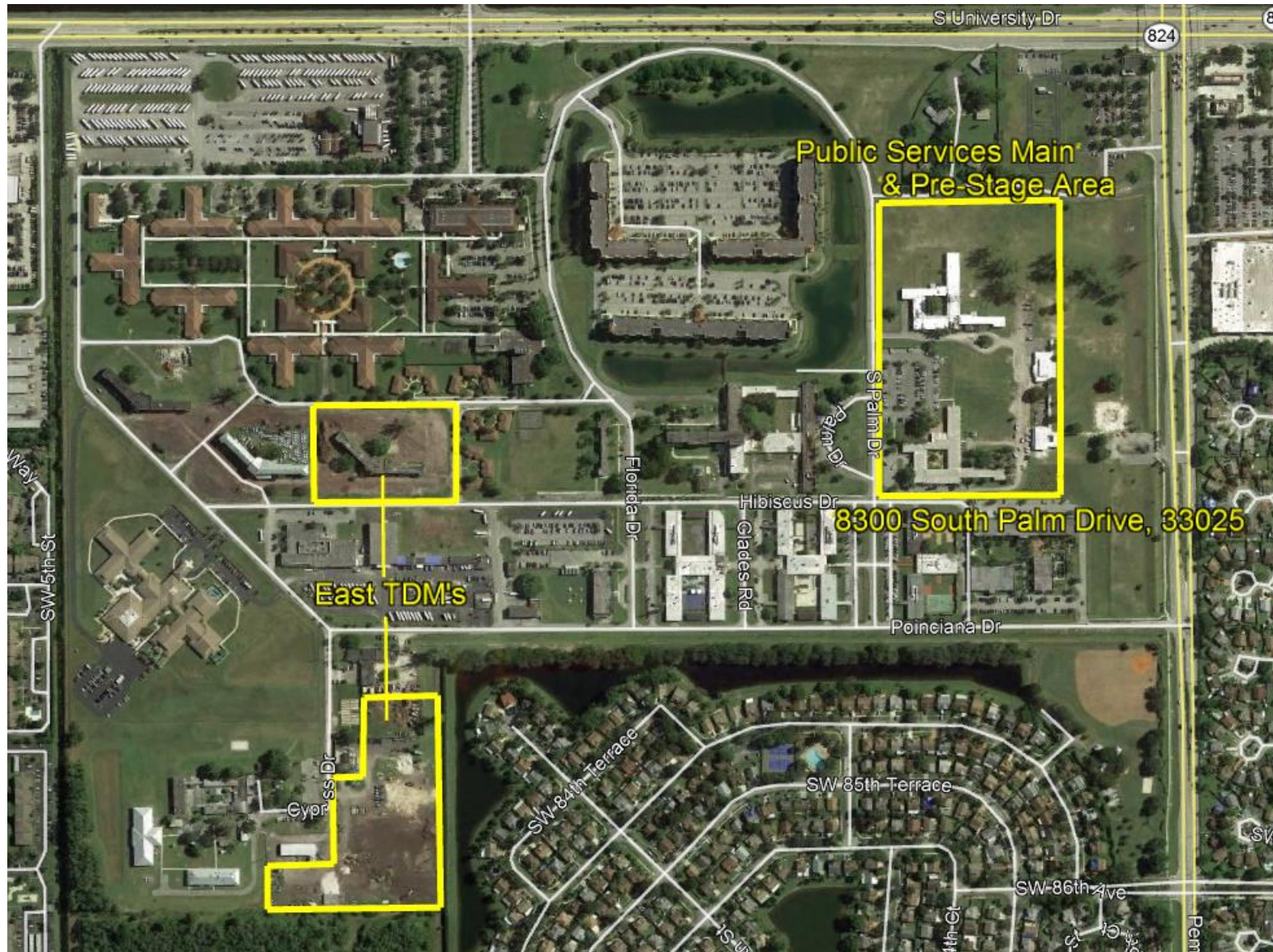
City of Pembroke Pines

Temporary Debris Management Sites and Work Zones

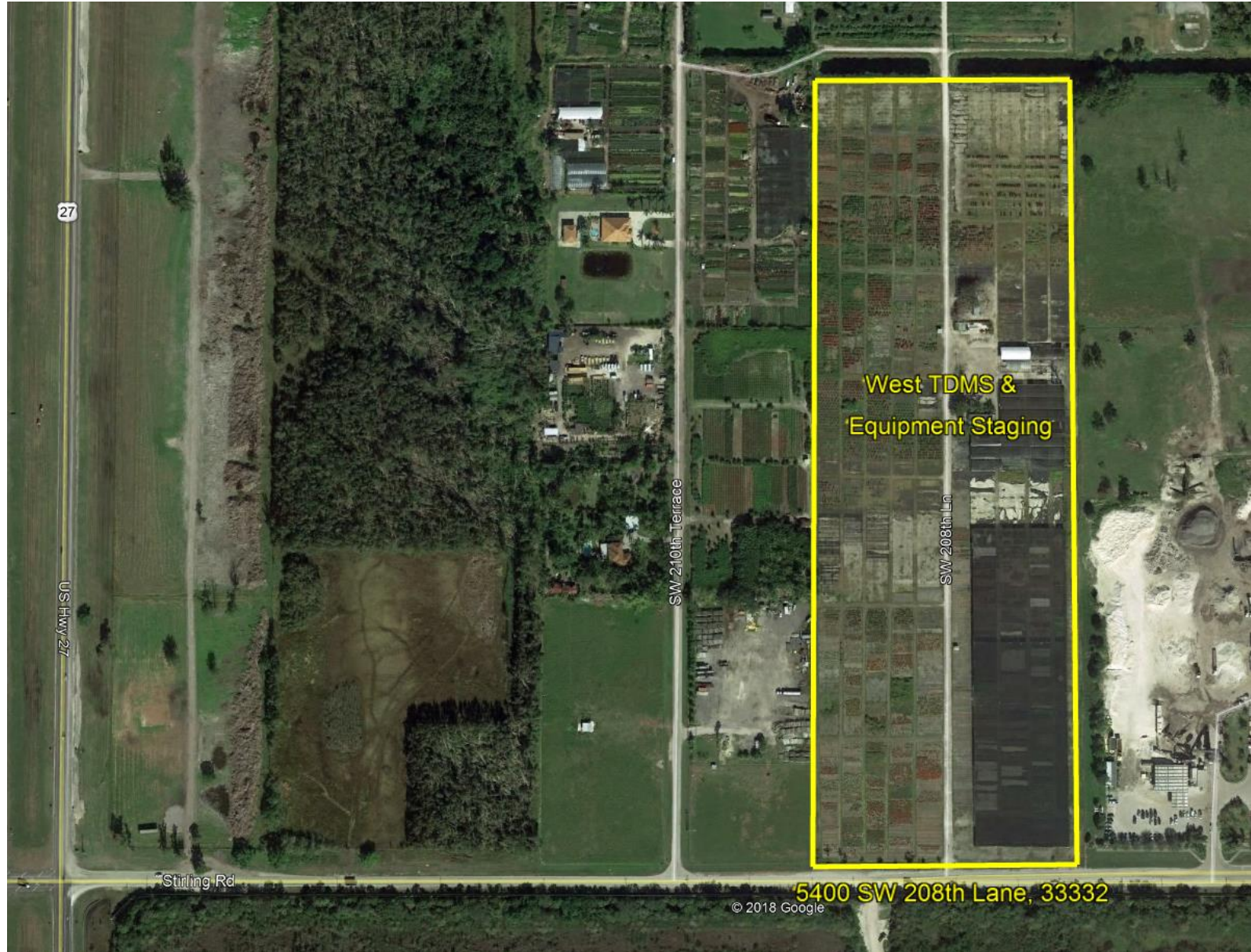
Included in this Attachment are the following items:

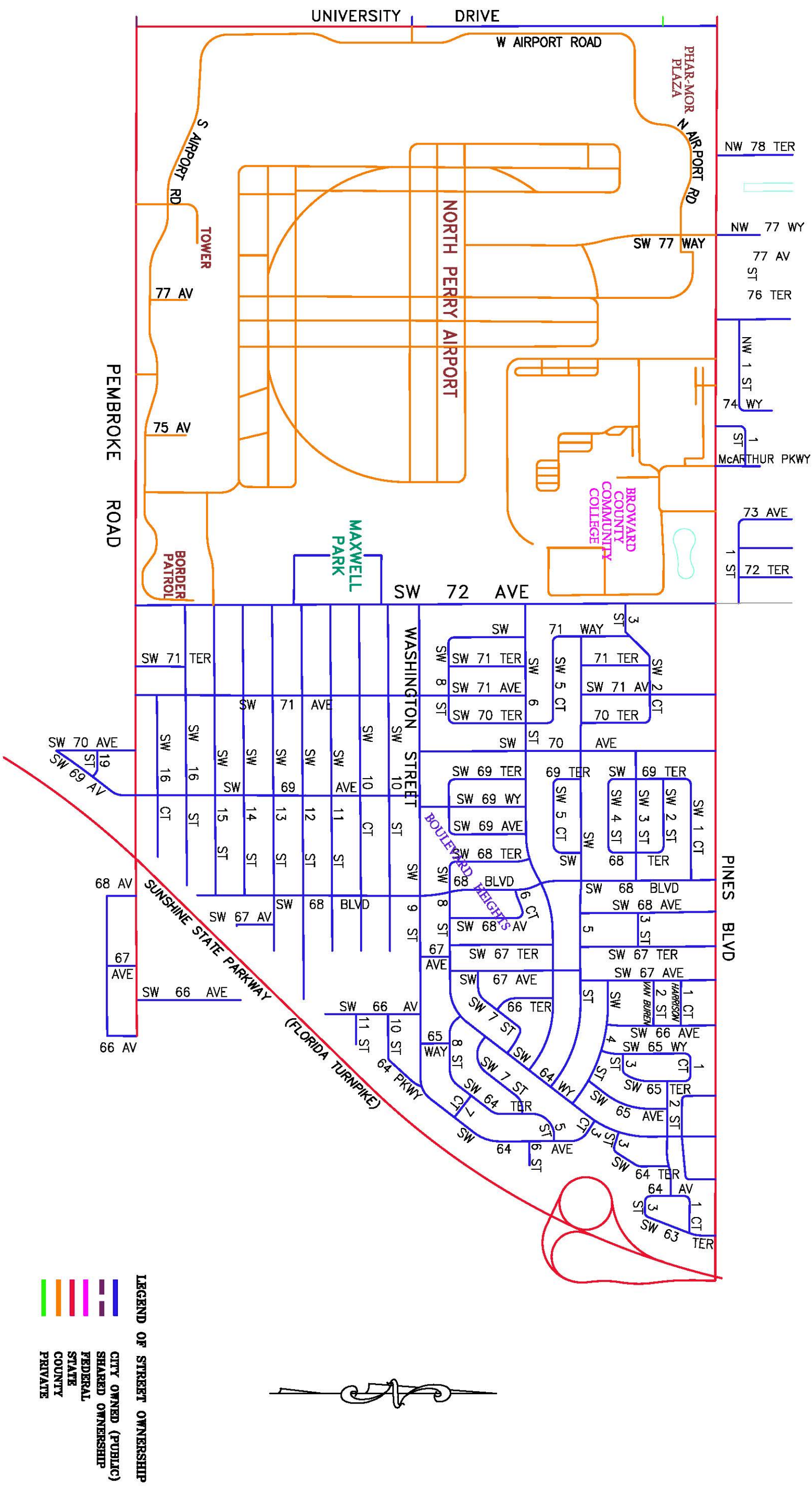
1. Map showing the Temporary Debris Management Sites (TDMS) located at the Pembroke Pines Howard C. Forman Health Park Campus. Zone 3.
2. Map showing the Temporary Debris Management Sites (TDMS) located on Stirling Road west of I-75. Zone 12.
3. Map of City showing Work Zones.
4. Individual Zone Maps.

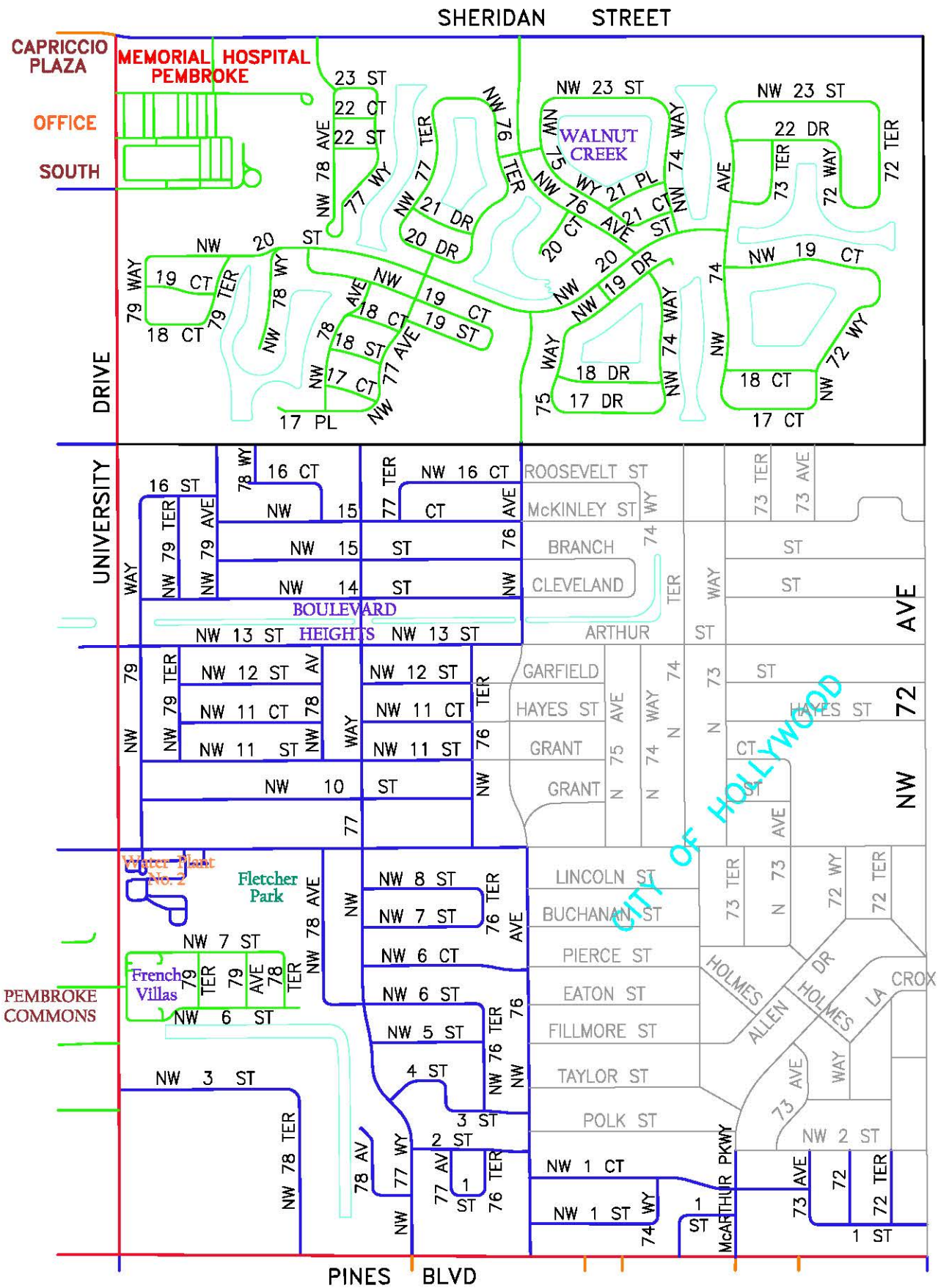
East TDMS, Public Services Main Office, and First Push Pre-Stage Site



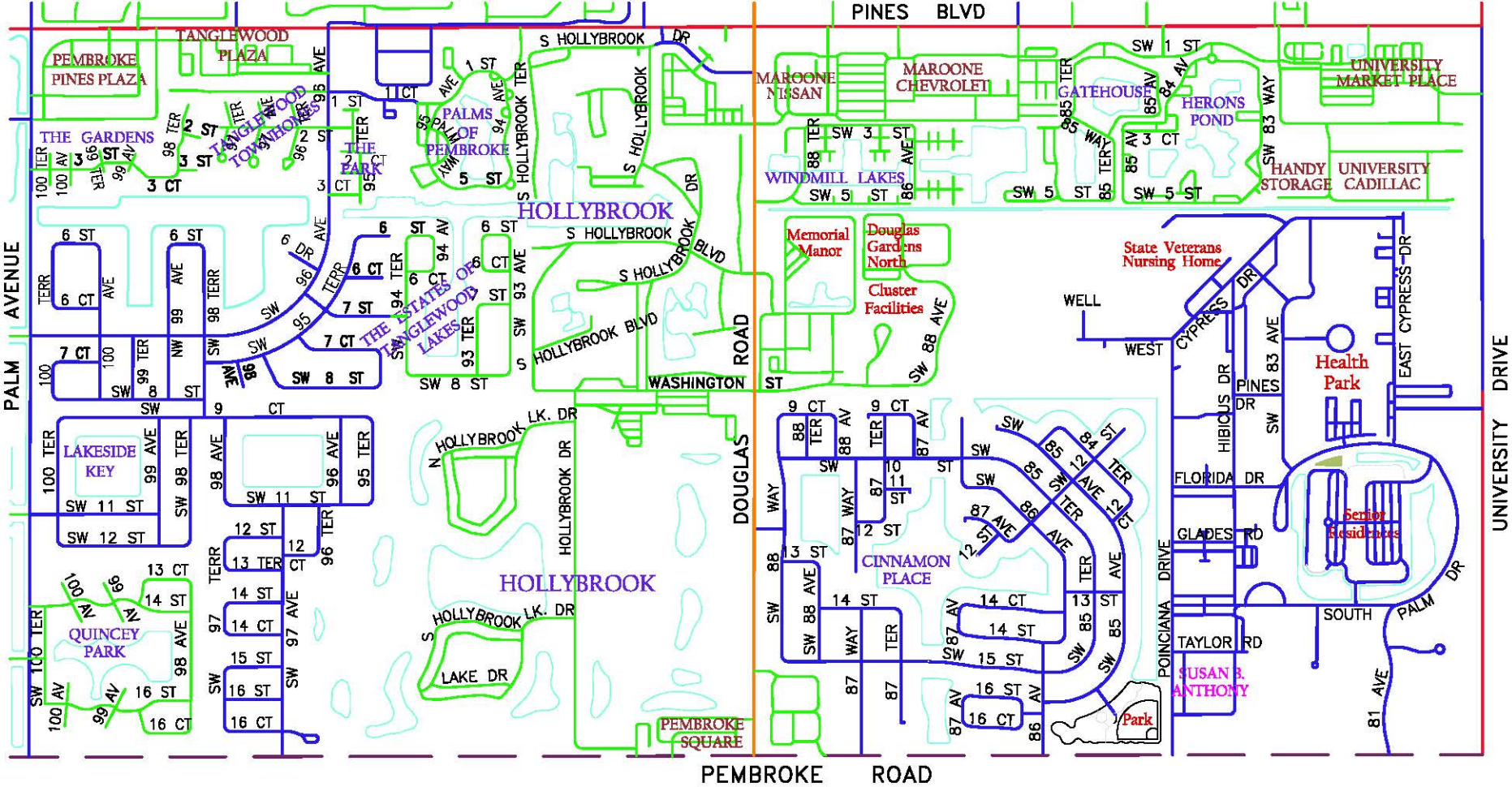
West TDMS, and First Push Pre-Stage Site





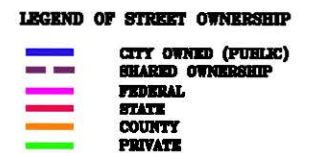


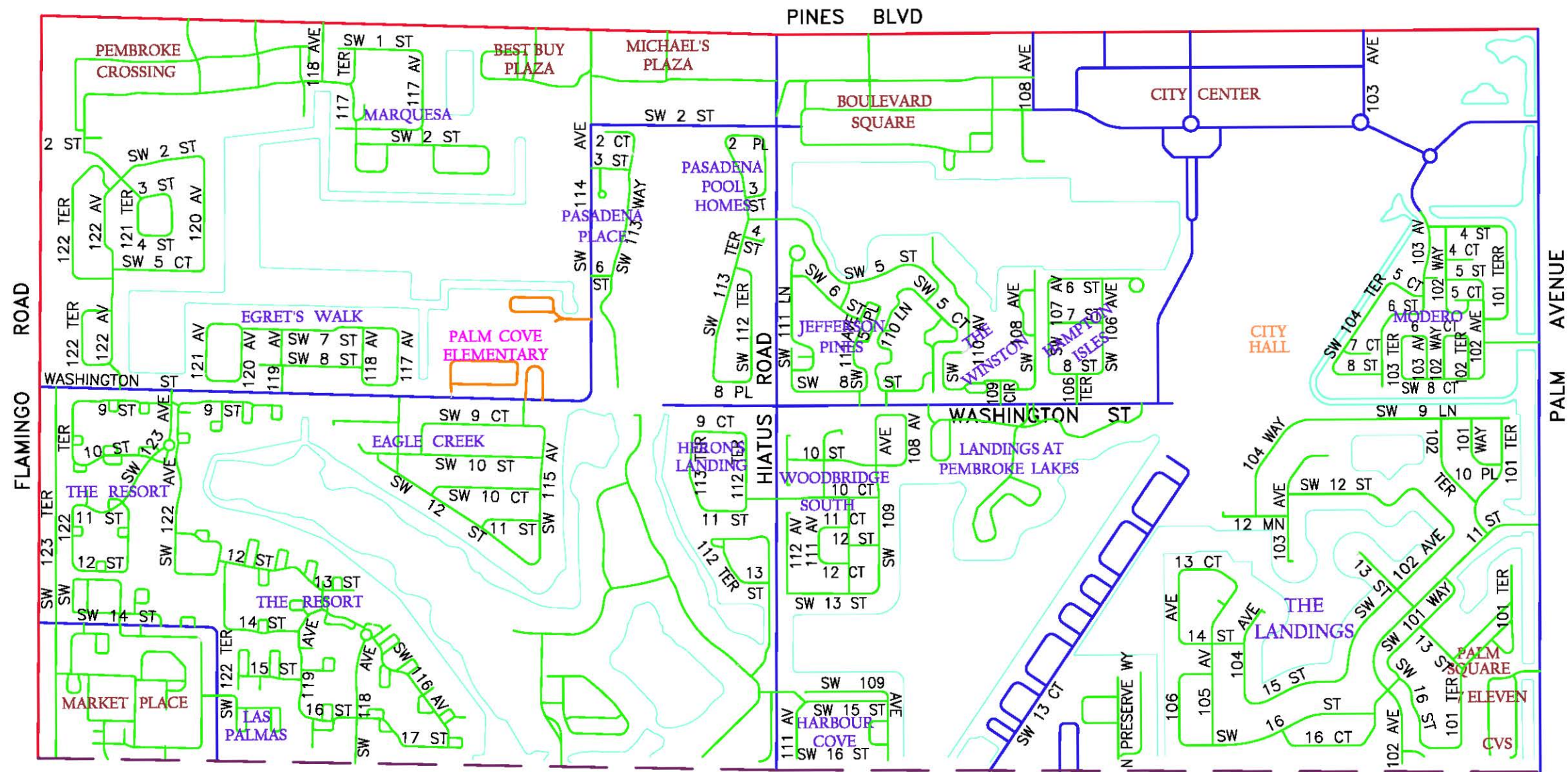
- LEGEND OF STREET OWNERSHIP**
- CITY OWNED (PUBLIC)
 - SHARED OWNERSHIP
 - FEDERAL
 - STATE
 - COUNTY
 - PRIVATE



LEGEND OF STREET OWNERSHIP

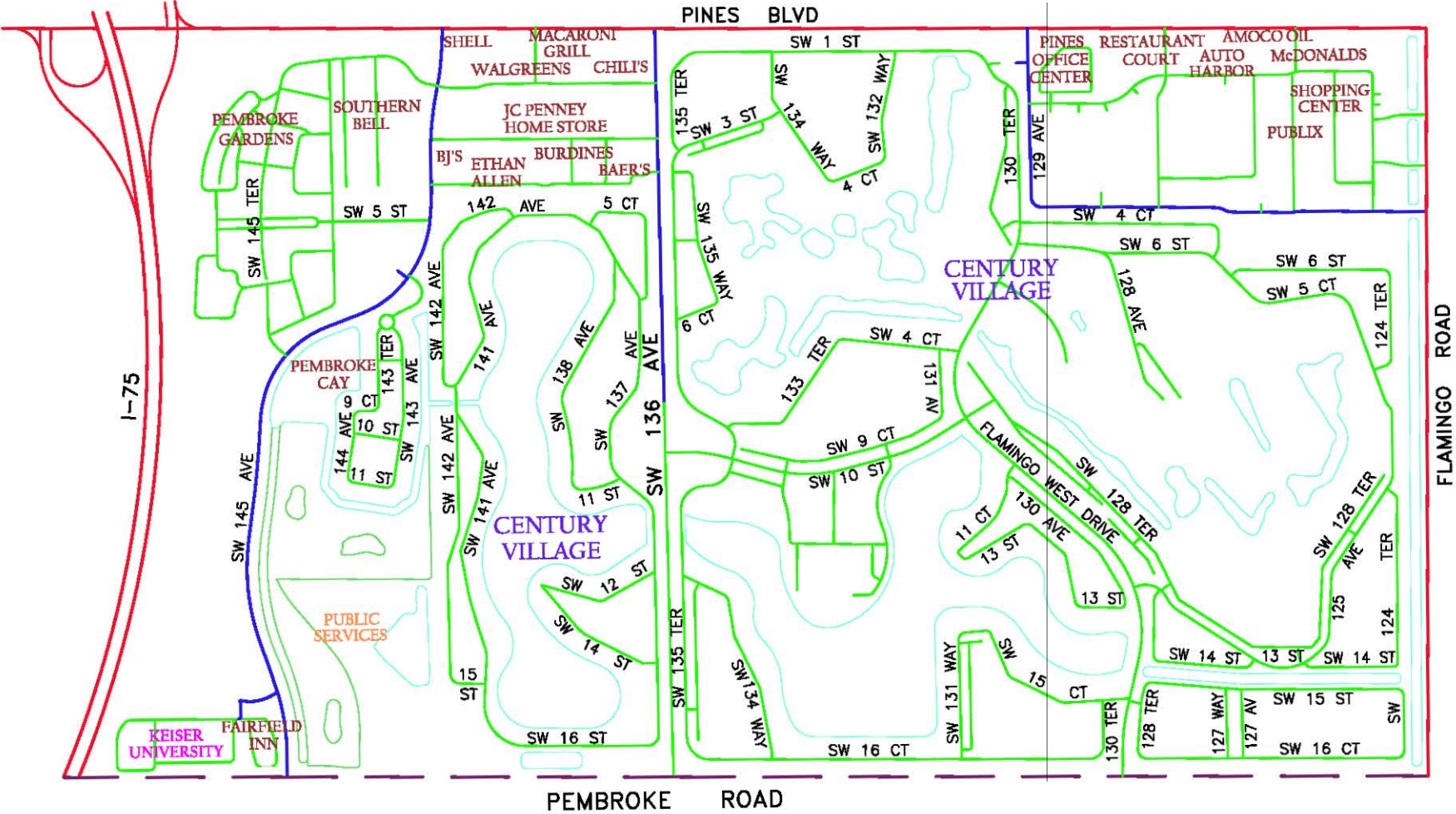
	CITY OWNED (PUBLIC)
	SHARED OWNERSHIP
	FEDERAL
	STATE
	COUNTY
	PRIVATE



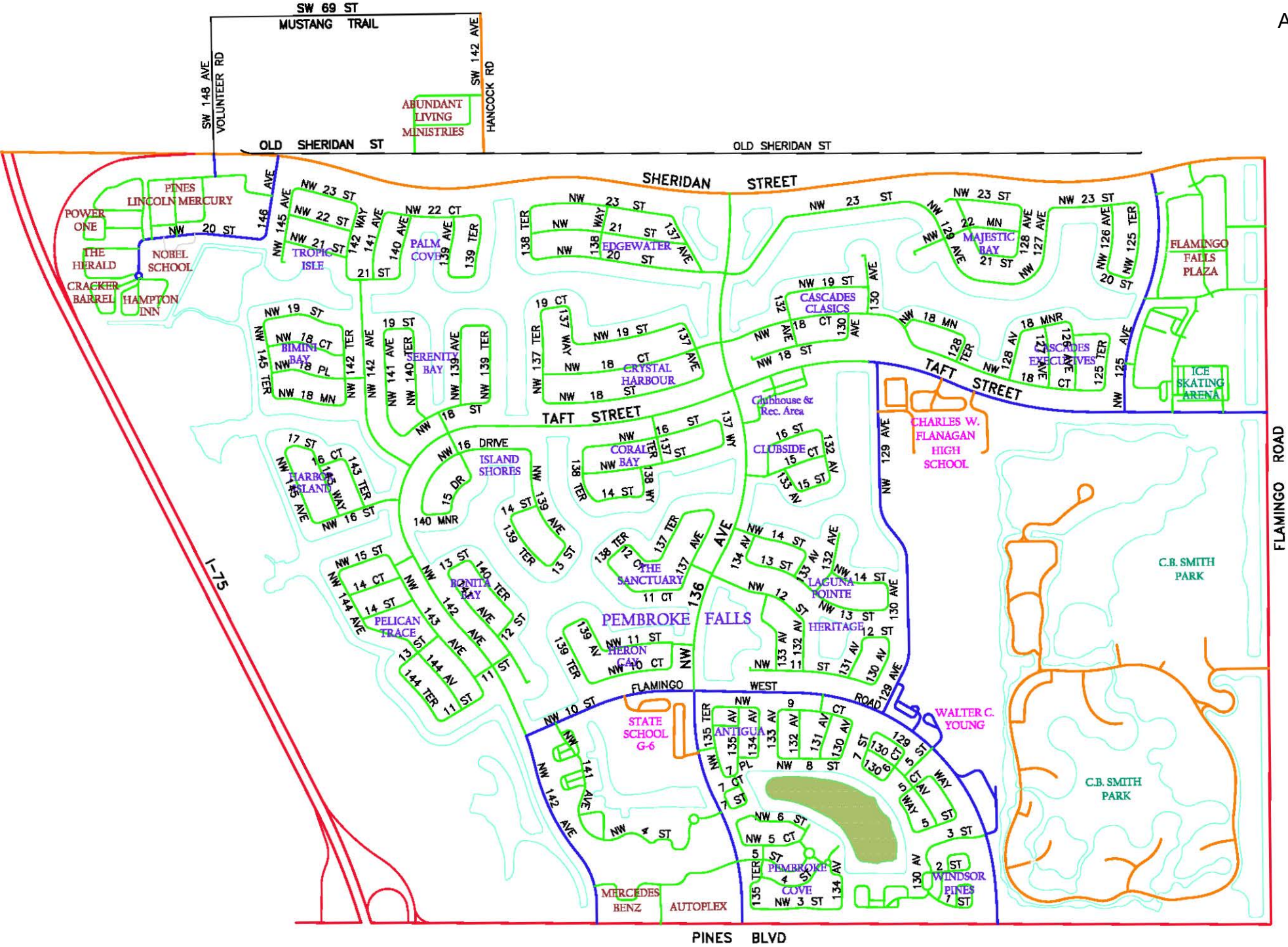


LEGEND OF STREET OWNERSHIP

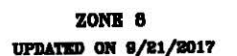
—	CITY OWNED (PUBLIC)
—	SHARED OWNERSHIP
—	FEDERAL
—	STATE
—	COUNTY
—	PRIVATE

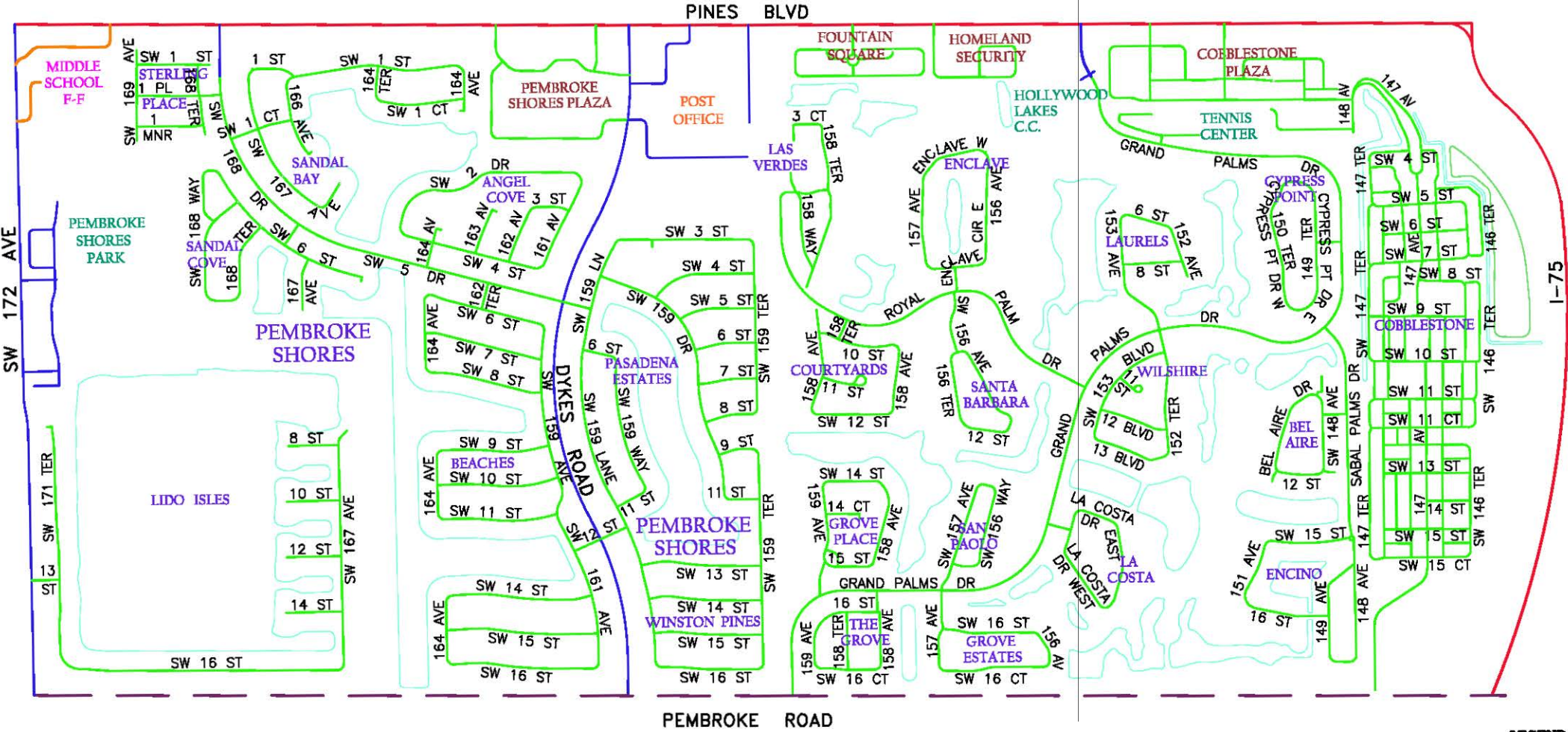


- LEGEND OF STREET OWNERSHIP**
- CITY OWNED (PUBLIC)
 - SHARED OWNERSHIP
 - FEDERAL
 - STATE
 - COUNTY
 - PRIVATE

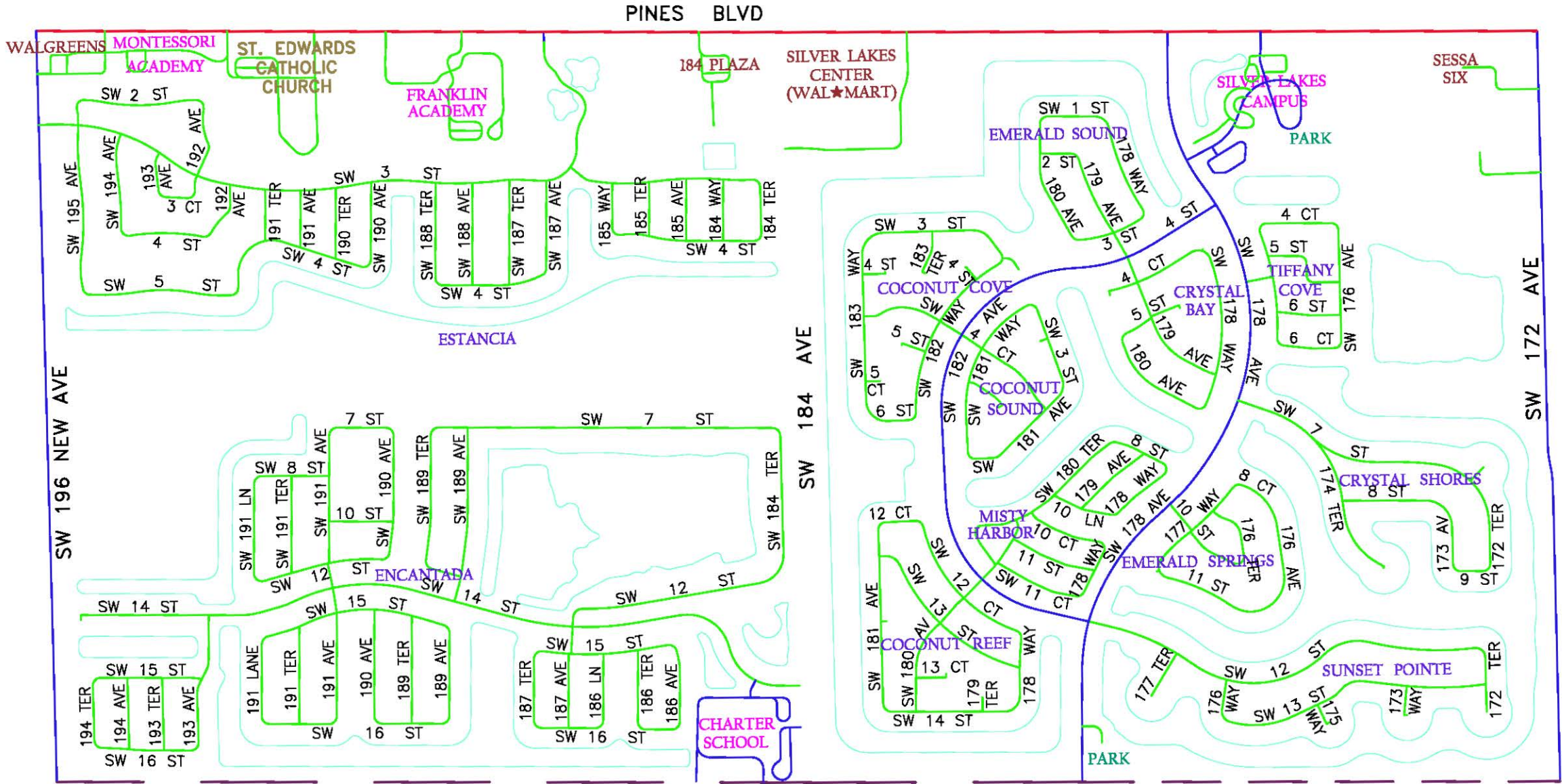


- LEGEND OF STREET OWNERSHIP**
- CITY OWNED (PUBLIC)
 - SHARED OWNERSHIP
 - FEDERAL
 - STATE
 - COUNTY
 - PRIVATE



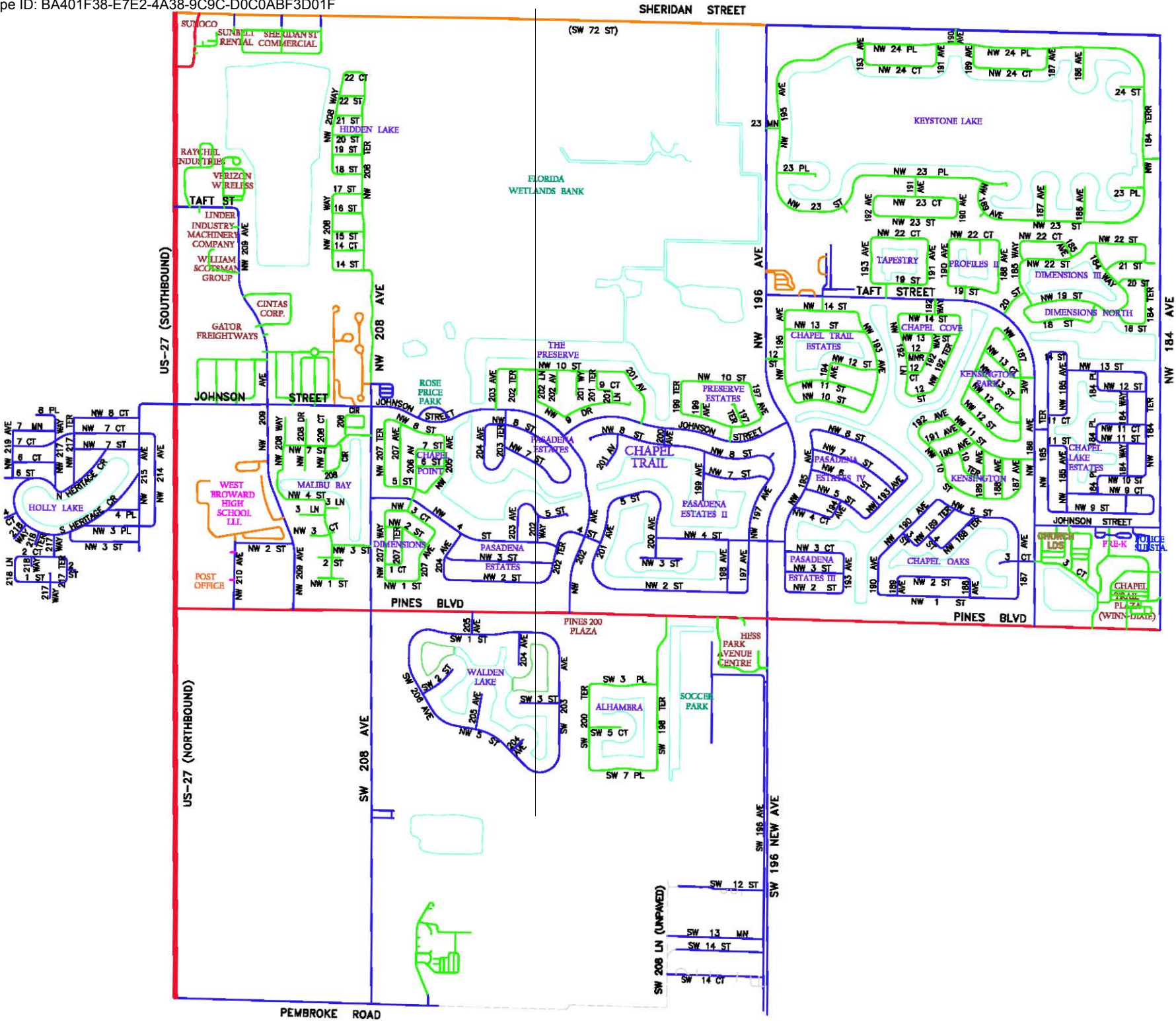


- LEGEND OF STREET OWNERSHIP**
- CITY OWNED (PUBLIC)
 - SHARED OWNERSHIP
 - FEDERAL
 - STATE
 - COUNTY
 - PRIVATE



LEGEND OF STREET OWNERSHIP

	CITY OWNED (PUBLIC)
	SHARED OWNERSHIP
	FEDERAL
	STATE
	COUNTY
	PRIVATE



LEGEND OF STREET OWNERSHIP

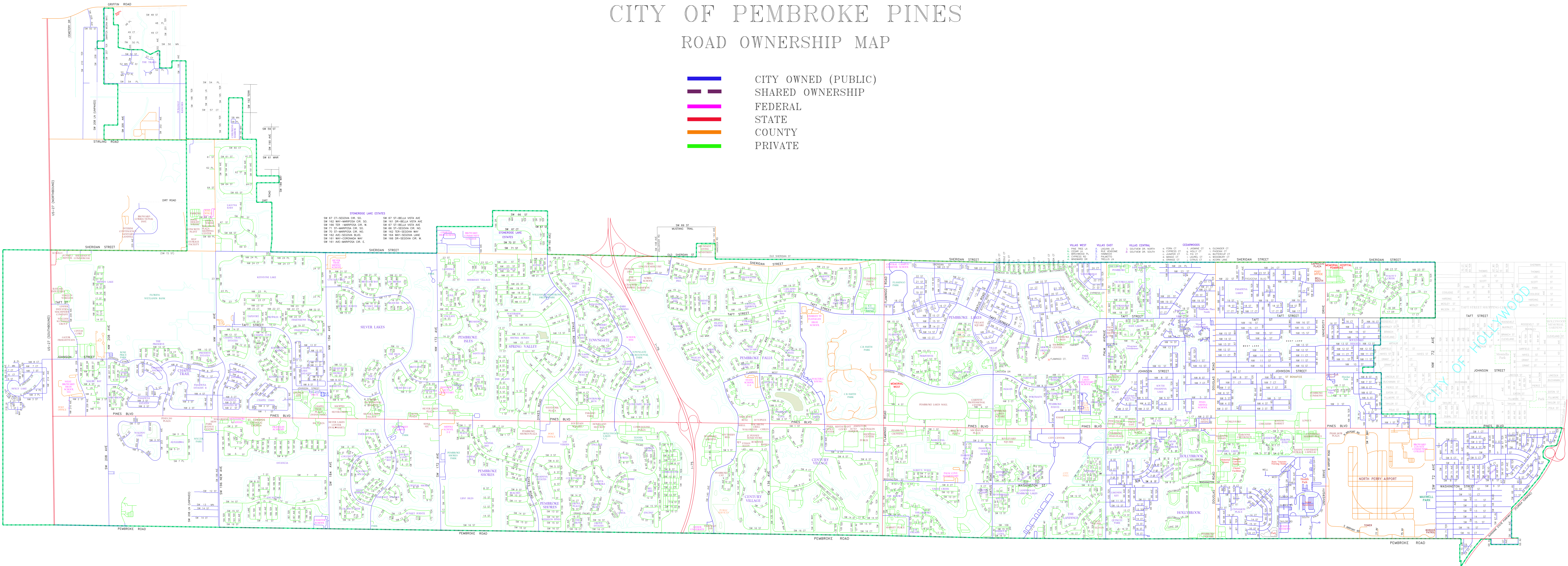
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE



CITY OF PEMBROKE PINES

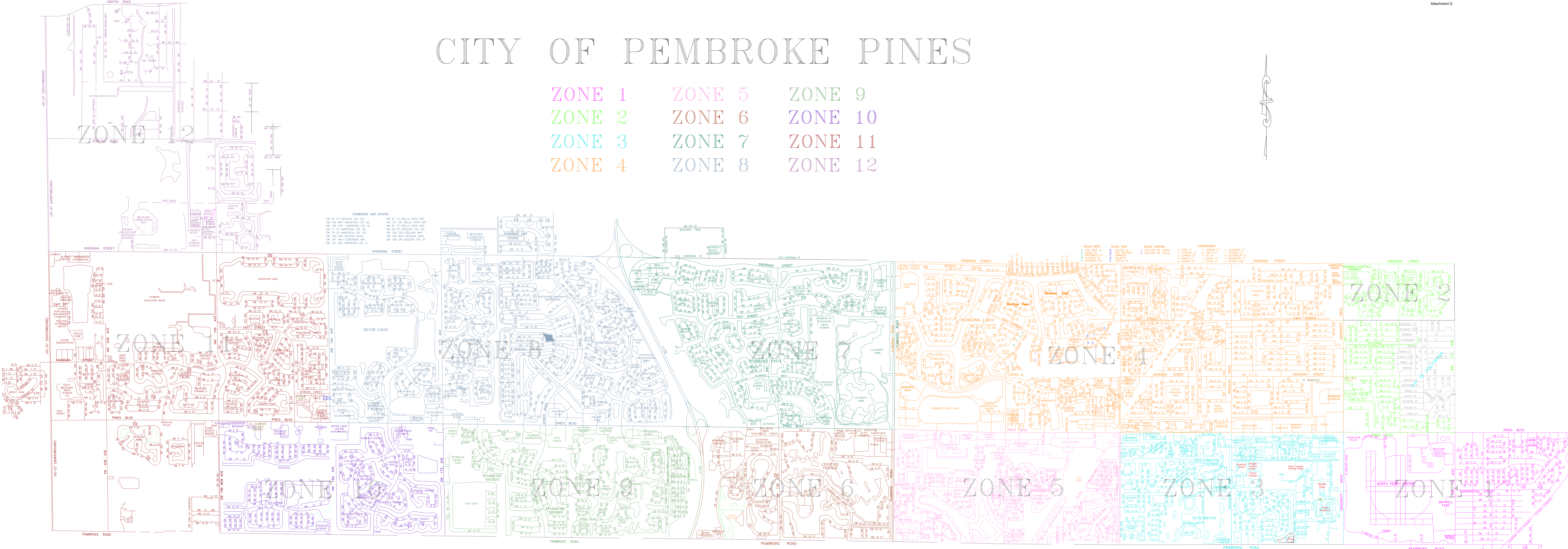
ROAD OWNERSHIP MAP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE



CITY OF PEMBROKE PINES

- ZONE 1
- ZONE 2
- ZONE 3
- ZONE 4
- ZONE 5
- ZONE 6
- ZONE 7
- ZONE 8
- ZONE 9
- ZONE 10
- ZONE 11
- ZONE 12





FINANCIAL WORK SHEET

Instructions

This is not a request for a copy of your financial statements. However, the City reserves the right to review your financial statements if such a review is in the City's best interest. The following data and ratios must be derived and/or calculated from the most recent financial statements audited by an independent accounting professional ("IAP"). Examples include the independent CPA, tax accountant, and financial statement preparer, or similar professional, external to the firm/company/organization submitting this form. Providing false or grossly inaccurate information may disqualify you or your company from doing business with the City under this or future solicitations. Each question must have an appropriate response. A blank, a response of "not applicable" or an unqualified response will be determined non-responsive. If you have any questions about how to complete this form, you are required to ask during the appropriate advertised period.

Proposer's Information:

Proposer's (Applicant's) Company Name: _____

Proposer's Address: _____

Independent Accounting Professional "IAP" Information:

("IAP" that audited the most recent financial statements for the above named Proposer/ Applicant)

IAP's Company Name: _____

IAP's Contact Name: _____

IAP's Address: _____

IAP Contact Phone #: _____

Is the "IAP" that is preparing/assisting in the preparation of this worksheet, certified? (Y/N) _____

If certified, please indicate the certification of the "IAP" (i.e. CPA, CMA, CGMA, EA, etc.) _____

Financial Statement Information:

The most recent financial statements audited by the "IAP" were for the period ending: _____

Were these statements Compilation/Review only? (Y/N) _____

Audited? (Y/N): _____

If audited, unqualified? (Y/N): _____

Financial Data and Ratios:

The income for the most recent three fiscal years was:

Fiscal Year Ending	Gross Income	EBITDA (Earnings before Interest, Taxes, Depreciation, Amortization)	Net Income after taxes	Gross Profit Margin %	Net Profit Margin %
Total					



Provide the following for the most recent audited fiscal year:

1. Current Ratio $\frac{\quad}{\quad}$
[Current assets/ current liabilities]

2. Debt to Asset Ratio $\frac{\quad}{\quad}$
[Total Debt/ Total Assets]

3. Debt-To-EBITDA Leverage Ratio $\frac{\quad}{\quad}$
[Total debt / EBITDA]

4. Return on Assets: $\frac{\quad}{\quad}$
[Net Income Before Taxes / Total Assets]

I certify that I am the independent accounting professional "IAP" that audited the financial statements referenced above and that the information provided in this worksheet is true and accurate.

Print Name

Signature

Date

ELECTRONIC CODE OF FEDERAL REGULATIONS
e-CFR data is current as of October 14, 2016

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → Part

200 Title 2: Grants and Agreements

**PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES,
AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

Procurement Standards

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of

Attachment I

relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising

out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name

or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the

invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 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.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to

other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322

Attachment I

Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

Note: The vendor must provide their pricing through the designated lines items listed on the BidSync website.

To be considered as the Prime Contractor, bidders must bid on all of the categories of the Debris Management Proposal Form, and must provide pricing for each item within all categories of the Debris Management Proposal Form. Failure to do so will render the bid as incomplete and the bidder's submittal will not be considered for the Prime Contractor position.

The City will also contract with the remaining qualified Contractors to form a pool of vendors in order to insure adequate resources at the time of an event. These Contractors may be called upon in order of ranking to replace the Prime Contractor as a whole, or to supplement the Prime Contractor as needed. Bidders are encouraged, but not required, to submit pricing for every item in the Debris Management Proposal Form to be considered for this supplemental role.

The contractor shall supply an Operations Manager with a cell phone and 1/2 ton pickup or SUV at no additional cost. The Operations Manager must remain within the City of Pembroke Pines and on call during all hours of operation.

AD-21-02 "Disaster Debris Management Services"				VENDOR NAME:		
Bid #	Description	Qty	Unit	Price	Total	Notes
Schedule A - Crew including Equipment and Labor						
1.01	Push Crew Class A - Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone. ¾ or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.	223	hour		\$ -	
1.02	Push Crew Class B - Cat 289 or equal compact track loader/grapple and operator with cell phone. ¾ or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.	223	hour		\$ -	
1.03	Cut Crew Class A - ¾ or 1 ton truck with chainsaw operator, one laborer, cell phone, and related supplies and equipment.	223	hour		\$ -	
1.04	Cut Crew Class B - ¾ or 1 ton truck with climber/chainsaw operator, one laborer, cell phone, and related supplies and equipment.	223	hour		\$ -	
1.05	Push Loader Crew Class A - Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone.	223	hour		\$ -	
1.06	Push Loader Crew Class B - Cat 289 or equal compact track loader with root rake or grapple and operator with cell phone.	223	hour		\$ -	
					\$ -	

Schedule B - Collection of Debris & Hauling to TDMS or Final Destination						
2.01	Vegetative Debris Removal - Hauling 25 miles away (50 miles round trip) Work consists of the collection and transportation of eligible vegetative debris on the ROW or other public property to a City approved TDMS or FDS.	230000	cubic yard		\$ -	
2.02	C&D & Mixed Debris Removal - Hauling 25 miles away (50 miles round trip) Work consists of the collection and transportation of eligible C&D and mixed debris on the ROW or other public property to a City approved TDMS or FDS.	230000	cubic yard		\$ -	
2.03	Canals / Waterways Debris Removal - Hauling 25 miles away (50 miles round trip) Work consists of the collection and transportation of eligible debris from public canals and waterways to a City approved TDMS or FDS.	230000	cubic yard		\$ -	
2.04	Curbside Separation of Mixed Debris Work consists of separating of all mixed debris on the ROW or other public property in order for it to be transported to a City approved TDMS or City approved final disposal site.	230000	cubic yard		\$ -	
					\$ -	

Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS						
3.01	TDMS Management and Operation Work as described in Section 1.3.18.5. Per cubic yard of debris hauled into each TDMS.	130000	cubic yard		\$ -	
3.02	Vegetative Debris Reduction at TDMS Work consists of reduction of eligible vegetative disaster related debris through grinding as described in Section 1.3.18.6.	95000	cubic yard		\$ -	

3.03	C&D Debris Reduction at TDMS Work consists of reduction of eligible C&D disaster related debris through compaction as described in Section 1.3.18.6.	35000	cubic yard		\$ -	
3.04	Separation of Mixed Debris at TDMS Work consists of separating all mixed debris at TDMS site in order for it to be reduced and transported to a City approved final destination site.	1	cubic yard		\$ -	
3.05	Haul-out of Reduced Vegetative Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip) Work consists of loading and transporting of eligible reduced vegetative disaster related debris from a City approved TDMS to a City designated final disposal site.	31500	cubic yard		\$ -	
3.06	Haul-out of C&D Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip) Work consists of loading and transporting of eligible reduced C&D disaster related debris at a City approved TDMS to a City designated final disposal site.	2000	cubic yard		\$ -	
					\$ -	

Schedule D - Additional Hauling Mileage

4.01	Additional Hauling Mileage - Collection of Debris and Hauling to TDMS or FDS Cost for each additional mile for hauling of eligible debris picked up from the ROW, canal or waterway, or other public property to a TDMS or FDS in excess of 50 miles round trip.	1	mile		\$ -	
4.02	Additional Hauling Mileage - Haul-out of Debris from TDMS to a FDS Cost for each additional mile for hauling of reduced eligible reduced debris from a TDMS to an FDS in excess of 100 mile round trip.	1	mile		\$ -	
					\$ -	

Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps

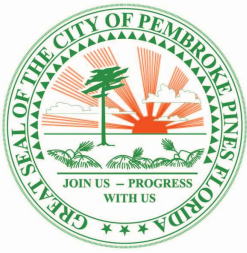
5.01	TDMS Remediation Per acre cost to remediate the physical features of each TDMS to its pre-use or better than condition within 30 calendar days of receiving the last load of disaster-related debris.	1	acre		\$ -	
5.02	Bagged Ice Per pound cost, delivered on pallets in 40' semi-trailer load quantities	1	pound		\$ -	
5.03	Bottled Water Per case cost, 16 ounce bottles in cases of 24 bottles each, delivered on pallets in 40' semi-trailer load quantities	1	case		\$ -	
5.04	ROW White Goods Debris Removal - AC Units Refrigerators and freezers Work consists of the removal of eligible White Goods from the ROW to a City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area.	1	each		\$ -	
5.05	ROW White Goods Debris Removal - Washers dryers stoves ovens & water heaters Work consists of the removal of eligible White Goods from the ROW to a City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area.	1	each		\$ -	
5.06	Dead Animal Removal Work consists of the removal of dead animal carcasses from the ROW to a City approved FDS.	1	each		\$ -	

5.07	Removal of Hazardous Limbs Work consists of removing all damaged limbs from a tree that contains one or more eligible hazardous limbs. Limbs must be cut into sizes that are manageable for collection and placed in a single pile in the safest possible location on the City ROW or public property for collection.	6000	tree		\$ -	
5.08	Removal of Hazardous Trees - 6 inch to 12 inch diameter Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	196	tree		\$ -	
5.09	Removal of Hazardous Trees - 12.01 inch to 24 inch diameter Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	1	tree		\$ -	
5.10	Removal of Hazardous Trees - 24.01 inch to 36 inch diameter Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	31	tree		\$ -	
5.11	Removal of Hazardous Trees - 36.01 inch to 48 inch diameter Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	1	tree		\$ -	
5.12	Removal of Hazardous Trees - 48.01 inch and larger diameter Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	1	tree		\$ -	
5.13	Removal of Hazardous Stumps - 24 inch to 36 inch diameter Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	1	stump		\$ -	
5.14	Removal of Hazardous Stumps - 36.01 inch to 48 inch diameter Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	11	stump		\$ -	
5.15	Removal of Hazardous Stumps - 48.01 inch to 60 inch diameter Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	1	stump		\$ -	

5.16	Removal of Hazardous Stumps - 60.01 inch diameter and above Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	1	stump		\$ -	
					\$ -	

Schedule F - Other Trees, Limbs, & Stumps

6.01	Removal of Hazardous Limbs (Non-Eligible) - Hauling 25 miles away (50 miles round trip) Work consists of removing all damaged limbs from a tree that does not contain any eligible hazardous limbs. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.	1	tree		\$ -	
6.02	Removal of Hazardous Trees (Non-Eligible) - Under 6" in Diameter - Hauling 25 miles away (50 miles round trip) Work consists of removing hazardous trees under 6" in diameter, including the stumps. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.	1	tree		\$ -	
6.03	Removal of Hazardous Stumps (Non-Eligible) - Under 24" - Hauling 25 miles away (50 miles round trip) Work consists of removal and disposal of stump and backfill of stump hole. Backfill must be within 24 hrs. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.	1	stump		\$ -	
6.04	Stump Grinding of Flush Cuts (Non-Eligible) - Under 24" diameter Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.	1	stump		\$ -	
6.05	Stump Grinding of Flush Cuts (Non-Eligible) - 24 inch to 36 inch diameter Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.	1	stump		\$ -	
6.06	Stump Grinding of Flush Cuts (Non-Eligible) - 36.01 inch to 48 inch diameter Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.	1	stump		\$ -	
6.07	Stump Grinding of Flush Cuts (Non-Eligible) - 48.01 inch to 60 inch diameter Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.	1	stump		\$ -	
6.08	Stump Grinding of Flush Cuts (Non-Eligible) - 60.01 inch diameter and above Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.	1	stump		\$ -	
					\$ -	
TOTAL:					\$ -	



PEMBROKE PINES CITY COMMISSION

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Thomas Good, Jr.
VICE MAYOR
DISTRICT 1
954-450-1030
tgood@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
954-450-1030
acastillo@ppines.com

Iris A. Siple
COMMISSIONER
DISTRICT 3
954-450-1030
isiple@ppines.com

Jay D. Schwartz
COMMISSIONER
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

April 21, 2021

RFP # AD-21-02

Addendum # 1
City of Pembroke Pines
RFP # AD-21-02
Disaster Debris Management Services

On April 21, 2021, the City Commission made a motion to increase the Payment and Performance Bond requirement from \$500,000 to \$1,000,000. As a result, all references to the \$500,000 Payment and Performance Bond shall be changed to \$1,000,000, including but not limited to the red-line change to Section 1.3.30 as shown below:

1.3.30 PAYMENT AND PERFORMANCE BOND

The Primary Contractor must have a \$10,000,000 or higher bond capacity. Contractor(s) in the pool of qualified contractors may have a lesser bonding capacity. Proof of bonding capability must be provided with the bid. The Primary Contractor shall provide the City with a ~~\$500,000~~ \$1,000,000 Payment and Performance Bond no later than May 15th of each year. The bond shall remain in effect through December 15th of that same year, or event debris removal and disposal operations have reached total completion (whichever comes last). If the contract is enacted due to a hurricane or other debris generating event during this time, the entire cost of the bond shall be borne by the Contractor(s). If the contract is not enacted for a hurricane or other debris generating event during this time, the City shall reimburse the contractor(s) for the actual cost of the bond (without markup). At the City's discretion, contractor(s) in the pool of qualified contractors may also be required to furnish their Payment and Performance Bond by May 15th as well.

Welcome mgomes@ppines.com | [Logout](#)

Need assistance?
Contact us
 or call 800-990-9339

[Home](#)[Search](#)[Source](#)[Contracts](#)[Tools](#)
[Schedule](#) [Task](#) [Note](#)
[Vendor view of bid](#)
[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#) | [Addendums](#)
Bid #AD-21-02 - Disaster Debris Management Services
Time Left 1 day, 3 hrs**Bid Started** Mar 18, 2021 10:33:37 PM EDT**Bid Ends** May 4, 2021 2:00:00 PM EDT**Agency Information** City of Pembroke Pines, FL ([view agency's bids](#))**Notifications**[Report](#)**# of suppliers that viewed** 84 ([View](#))**Q & A**[Questions & Answers](#)

Q&A Deadline: Apr 5, 2021 8:30:00 PM EDT

Bid Classifications [Classification Codes](#)**Bid Regions** [Regions](#)**Bid Contact** [see contact information](#)**Pre-Bid Conference(s)** Apr 1, 2021 10:00:00 AM EDT

Attendance is optional

Location: There will be a non-mandatory scheduled pre-bid meeting on April 1, 2021 at 10:00 a.m. Meeting location will be at the Public Services Building at 8300 S. Palm Drive, Pembroke Pines, FL 33025.

At the time of writing this notice, the City will not be opening up the physical location for public access as City offices are closed to the public, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. In any event, the public is encouraged to attend the meeting virtually in lieu of attending the meeting in person.

While considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to participate in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>

Cisco Webex Meeting Number: 717 019 586

Join by Phone Number: +1-408-418-9388

The public may download the Cisco Webex Meetings app from <https://www.webex.com/downloads.html/>.

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Bedit, Procurement Department
 City of Pembroke Pines
 8300 South Palm Drive,
 Pembroke Pines, FL 33025
 954-518-9022
purchasing@ppines.com

[Transcript](#) [Attendance](#)
Revise Bid Click here to add an [addendum](#) to your bid information.**Copy Bid** Click here to [copy](#) the bid and relist it as a new bid**View Rules** Click here to [change](#) the rules for this bid.**Advertisement Notification** [Send an Advertisement Email](#)**Bid Packet** [Packet for Bid AD-21-02](#) ([download](#))**Approval****View Approval Flow** [View Approval Flow](#)**Approval Status** Approved**Bid Comments**

Contract Duration	5 years
Contract Renewal	Not Applicable
Prices Good for	90 days
Budgeted Amount	\$0.00
Standard Disclaimer	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

Bid Comments	<p>The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s) or Primary Contractor, to provide services to remove, process, and lawfully dispose of disaster generated debris on public property and public rights-of-way in the City of Pembroke Pines, Florida in response to an emergency event such as, but not limited to, hurricanes or other natural or manmade disasters. The City is seeking proposals from highly qualified Contractors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. Contractor(s) must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes.</p> <p>It is the intent of the City to award the top ranked contractor, per the evaluation committee's ranking, as the Prime Contractor for Disaster and Debris Management Services for the City of Pembroke Pines. To be considered as the Prime Contractor, bidders must bid on all of the categories of the Debris Management Proposal Form, and must provide pricing for each item within all categories of the Debris Management Proposal Form. Failure to do so will render the bid as incomplete and the bidder's submittal will not be considered for the Prime Contractor position.</p> <p>The City will also contract with the remaining qualified Contractor(s) to form a pool of contractors in order to insure adequate resources at the time of an event. These Contractors may be called upon in order of ranking to replace the Prime Contractor as a whole, or to supplement the Prime Contractor as needed. Bidders are encouraged, but not required, to submit pricing for every item in the Debris Management Proposal Form to be considered for this supplemental role.</p> <p>NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. The City currently maintains contract(s) with Consultant(s) to provide that service and reviews those services through a separate procurement process. This RFP is specifically for Emergency Debris Removal Services. Contractors shall not include proposals that include Debris Monitoring Services. One or more Contractor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.</p>
--------------	---




Documents

Select All | Select None | Download Selected

<input type="checkbox"/> 1.  AD-21-02 Disaster Debris Management.pdf [download] 	<input type="checkbox"/> 2.  Attachment A - Contact Information Form.docx [download] 
<input type="checkbox"/> 3.  Attachment B - Non-Collusive Affidavit [download] 	<input type="checkbox"/> 4.  Attachment C - Proposers Background Information.docx [download] 
<input type="checkbox"/> 5.  Attachment D - Sample Insurance Certificate.pdf [download] 	<input type="checkbox"/> 6.  Attachment E - Specimen Contract - Disaster Debris Management Services.pdf [download] 
<input type="checkbox"/> 7.  Attachment F - References Form [download] 	<input type="checkbox"/> 8.  Attachment G - Temporary Debris Management Sites TDMS and Work Zones.pdf [download] 
<input type="checkbox"/> 9.  Attachment H - Financial Work Sheet.pdf [download] 	<input type="checkbox"/> 10.  Attachment I - 2 CFR 200 - Uniform Administrative Requirements for Federal Awards.pdf [download] 
<input type="checkbox"/> 11. Attachment J - Debris Management Proposal Form.xlsx [download] 	<input type="checkbox"/> 12.  Addendum 1.pdf [download] 

 = Included in Bid Packet  = Excluded from Bid Packet

Items

 Schedule A - Crew including Equipment and Labor	[Description]
 Schedule B - Collection of Debris & Hauling to TDMS or Final Destination	[Description]
 Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS	[Description]

[-] Schedule D - Additional Hauling Mileage	[Description]
[-] Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps	[Description]
[-] Schedule F - Other Trees, Limbs, & Stumps	[Description]

Addendum #1 - Made On Apr 21, 2021 10:21:27 PM EDT			
New Documents	Addendum 1.pdf		
Previous End Date	Apr 27, 2021 2:00:00 PM EDT	New End Date	May 4, 2021 2:00:00 PM EDT

Change Made On Apr 8, 2021 2:42:43 PM EDT			
Previous End Date	Apr 20, 2021 2:00:00 PM EDT	New End Date	Apr 27, 2021 2:00:00 PM EDT

Contractor Advertisements	View All Ads
There are no advertisements on this solicitation.	

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com





Welcome mgomes@ppines.com | [Logout](#)

[Need assistance?](#)
Contact us
or call 800-990-9339

[Home](#)[Search](#)[Source](#)[Contracts](#)[Tools](#)[Go to Bid Information](#)[View Printable](#)

Question and Answers for Bid #AD-21-02 - Disaster Debris Management Services

[Create New Question](#)

Question Deadline: Apr 5, 2021 8:30:00 PM EDT

Overall Bid Questions

There are no questions associated with this bid.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

[Home](#)[Bid Search](#)[Bids](#)[Orders](#)[Tools](#)[Support](#)[Privacy](#)[Logout](#)

Copyright © 2020 - Periscope Holdings, Inc. - All rights reserved.

D&J Enterprises, Inc

Bid Contact **jason sanders**
djstorm4@gmail.com
Ph 334-821-1249
Fax 334-821-5227

Address **3495 Lee Rd 10**
Auburn, AL 36832

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
AD-21-02--01-01	Schedule A - Crew including Equipment and Labor: Push Crew Class A	Supplier Product Code:	First Offer - \$325.00	223 / hour	\$72,475.00 Y Y
AD-21-02--01-02	Schedule A - Crew including Equipment and Labor: Push Crew Class B	Supplier Product Code:	First Offer - \$325.00	223 / hour	\$72,475.00 Y
AD-21-02--01-03	Schedule A - Crew including Equipment and Labor: Cut Crew Class A	Supplier Product Code:	First Offer - \$170.00	223 / hour	\$37,910.00 Y
AD-21-02--01-04	Schedule A - Crew including Equipment and Labor: Cut Crew Class B	Supplier Product Code:	First Offer - \$170.00	223 / hour	\$37,910.00 Y
AD-21-02--01-05	Schedule A - Crew including Equipment and Labor: Push Loader Crew Class A	Supplier Product Code:	First Offer - \$135.00	223 / hour	\$30,105.00 Y
AD-21-02--01-06	Schedule A - Crew including Equipment and Labor: Push Loader Crew Class B	Supplier Product Code:	First Offer - \$135.00	223 / hour	\$30,105.00 Y

Lot Total **\$280,980.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
AD-21-02--02-01	Schedule B - Collection of Debris & Hauling to TDMS or Final Destination: Vegetative Debris Removal - Hauling 25 miles away (50 miles round trip)	Supplier Product Code:	First Offer - \$7.79	230000 / cubic yard	\$1,791,700.00 Y
AD-21-02--02-02	Schedule B - Collection of Debris & Hauling to TDMS or Final Destination: C&D & Mixed Debris Removal -	Supplier Product Code:	First Offer - \$8.41	230000 / cubic yard	\$1,934,300.00 Y

Hauling 25 miles away (50
miles round trip)

AD-21-02--02-03	Schedule B - Collection of Debris & Hauling to TDMS or Final Destination: Canals / Waterways Debris Removal - Hauling 25 miles away (50 miles round trip)	Supplier Product Code:	First Offer - \$17.59	230000 / cubic yard	\$4,045,700.00	Y
-----------------	---	-------------------------------	------------------------------	---------------------	-----------------------	----------

AD-21-02--02-04	Schedule B - Collection of Debris & Hauling to TDMS or Final Destination: Curbside Separation of Mixed Debris	Supplier Product Code:	First Offer - \$8.41	230000 / cubic yard	\$1,934,300.00	Y
-----------------	---	-------------------------------	-----------------------------	---------------------	-----------------------	----------

Lot Total **\$9,706,000.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
--------	-----------	-------	------------	----------	-------------

AD-21-02--03-01	Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: TDMS Management and Operation	Supplier Product Code:	First Offer - \$1.50	130000 / cubic yard	\$195,000.00	Y
-----------------	--	-------------------------------	-----------------------------	---------------------	---------------------	----------

AD-21-02--03-02	Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: Vegetative Debris Reduction at TDMS	Supplier Product Code:	First Offer - \$1.50	95000 / cubic yard	\$142,500.00	Y
-----------------	--	-------------------------------	-----------------------------	--------------------	---------------------	----------

AD-21-02--03-03	Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: C&D Debris Reduction at TDMS	Supplier Product Code:	First Offer - \$1.50	35000 / cubic yard	\$52,500.00	Y
-----------------	---	-------------------------------	-----------------------------	--------------------	--------------------	----------

AD-21-02--03-04	Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: Separation of Mixed Debris at TDMS	Supplier Product Code:	First Offer - \$1.50	1 / cubic yard	\$1.50	Y
-----------------	---	-------------------------------	-----------------------------	----------------	---------------	----------

AD-21-02--03-05	Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: Haul-out of Reduced Vegetative Debris to a City Approved Final Disposal Site	Supplier Product Code:	First Offer - \$7.50	31500 / cubic yard	\$236,250.00	Y
-----------------	---	-------------------------------	-----------------------------	--------------------	---------------------	----------

AD-21-02--03-06	Schedule C - TDMS Management and Operation,	Supplier Product Code:	First Offer - \$7.50	2000 / cubic yard	\$15,000.00	Y
-----------------	---	-------------------------------	-----------------------------	-------------------	--------------------	----------

Debris Reduction, and Haul-out **Code:**
to FDS: Haul-out of C&D Debris
to a City Approved Final
Disposal Site - Hauling 50 miles

Lot Total **\$641,251.50**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
AD-21-02--04-01	Schedule D - Additional Hauling Mileage: Additional Hauling Mileage - Collection of Debris and Hauling to TDMS or FDS	Supplier Product Code:	First Offer - \$7.00	1 / mile	\$7.00	Y

AD-21-02--04-02	Schedule D - Additional Hauling Mileage: Additional Hauling Mileage - Haul-out of Debris from TDMS to a FDS	Supplier Product Code:	First Offer - \$7.00	1 / mile	\$7.00	Y
-----------------	---	-------------------------------	-----------------------------	----------	---------------	----------

Lot Total **\$14.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
AD-21-02--05-01	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: TDMS Remediation	Supplier Product Code:	First Offer - \$7,500.00	1 / acre	\$7,500.00	Y

AD-21-02--05-02	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Bagged Ice	Supplier Product Code:	First Offer - \$1.00	1 / pound	\$1.00	Y
-----------------	---	-------------------------------	-----------------------------	-----------	---------------	----------

AD-21-02--05-03	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Bottled Water	Supplier Product Code:	First Offer - \$8.00	1 / case	\$8.00	Y
-----------------	--	-------------------------------	-----------------------------	----------	---------------	----------

AD-21-02--05-04	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: ROW White Goods Debris Removal - AC Units Refrigerators and freezers	Supplier Product Code:	First Offer - \$75.00	1 / each	\$75.00	Y
-----------------	---	-------------------------------	------------------------------	----------	----------------	----------

AD-21-02--05-05	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: ROW White Goods Debris Removal - Washers dryers stoves ovens & water heaters	Supplier Product Code:	First Offer - \$50.00	1 / each	\$50.00	Y
-----------------	---	-------------------------------	------------------------------	----------	----------------	----------

AD-21-02--05-06	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Dead Animal Removal	Supplier Product Code:	First Offer - \$10.00	1 / each	\$10.00	Y
-----------------	--	-------------------------------	------------------------------	----------	----------------	----------

AD-21-02--05-07	Schedule E - White Goods, Dead	Supplier	First Offer - \$65.00	6000 / each	\$390,000.00	Y
-----------------	--------------------------------	-----------------	------------------------------	-------------	---------------------	----------

	Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Limbs, per tree	Product Code:				
AD-21-02--05-08	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Trees - 6 inch to 12 inch diameter, per tree	Supplier Product Code:	First Offer - \$125.00	196 / each	\$24,500.00	Y
AD-21-02--05-09	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Trees - 12.01 inch to 24 inch diameter, per tree	Supplier Product Code:	First Offer - \$185.00	1 / each	\$185.00	Y
AD-21-02--05-10	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Trees - 24.01 inch to 36 inch diameter, per tree	Supplier Product Code:	First Offer - \$265.00	31 / each	\$8,215.00	Y
AD-21-02--05-11	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Trees - 36.01 inch to 48 inch diameter, per tree	Supplier Product Code:	First Offer - \$425.00	1 / each	\$425.00	Y
AD-21-02--05-12	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Trees - 48.01 inch and larger diameter, per tree	Supplier Product Code:	First Offer - \$495.00	1 / each	\$495.00	Y
AD-21-02--05-13	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Stumps - 24 inch to 36 inch diameter, per stump	Supplier Product Code:	First Offer - \$300.00	1 / each	\$300.00	Y
AD-21-02--05-14	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Stumps - 36.01 inch to 48 inch diameter, per stump	Supplier Product Code:	First Offer - \$400.00	11 / each	\$4,400.00	Y
AD-21-02--05-15	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Stumps - 48.01 inch to 60 inch diameter, per stump	Supplier Product Code:	First Offer - \$475.00	1 / each	\$475.00	Y

AD-21-02--05-16	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Stumps - 60.01 inch diameter and above, per stump	Supplier Product Code:	First Offer - \$525.00	1 / each	\$525.00	Y
					Lot Total	\$437,164.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
AD-21-02--06-01	Schedule F - Other Trees, Limbs, & Stumps: Removal of Hazardous Limbs (Non-Eligible) - Hauling 25 miles away, per tree	Supplier Product Code:	First Offer - \$275.00	1 / each	\$275.00	Y
AD-21-02--06-02	Schedule F - Other Trees, Limbs, & Stumps: Removal of Hazardous Trees (Non-Eligible) - Under 6" in Diameter, per tree	Supplier Product Code:	First Offer - \$275.00	1 / each	\$275.00	Y
AD-21-02--06-03	Schedule F - Other Trees, Limbs, & Stumps: Removal of Hazardous Stumps (Non-Eligible) - Under 24" - per stump	Supplier Product Code:	First Offer - \$400.00	1 / each	\$400.00	Y
AD-21-02--06-04	Schedule F - Other Trees, Limbs, & Stumps: Stump Grinding of Flush Cuts (Non-Eligible) - Under 24" diameter, per stump	Supplier Product Code:	First Offer - \$150.00	1 / each	\$150.00	Y
AD-21-02--06-05	Schedule F - Other Trees, Limbs, & Stumps: Stump Grinding of Flush Cuts (Non-Eligible) - 24 inch to 36 inch diameter, stump	Supplier Product Code:	First Offer - \$175.00	1 / each	\$175.00	Y
AD-21-02--06-06	Schedule F - Other Trees, Limbs, & Stumps: Stump Grinding of Flush Cuts (Non-Eligible) - 36.01 inch to 48 inch diameter	Supplier Product Code:	First Offer - \$225.00	1 / each	\$225.00	Y
AD-21-02--06-07	Schedule F - Other Trees, Limbs, & Stumps: Stump Grinding of Flush Cuts (Non-Eligible) - 48.01 inch to 60 inch diameter	Supplier Product Code:	First Offer - \$275.00	1 / each	\$275.00	Y
AD-21-02--06-08	Schedule F - Other Trees, Limbs, & Stumps: Stump Grinding of Flush Cuts (Non-Eligible) - 60.01 inch diameter and above	Supplier Product Code:	First Offer - \$325.00	1 / each	\$325.00	Y
					Lot Total	\$2,100.00

Supplier Total **\$11,067,509.50**

D&J Enterprises, Inc

Item: **Schedule A - Crew including Equipment and Labor:Push Crew Class A**

Attachments

DJ ENTERPRISES INC_RFP AD 21 02_Pembroke Pines FL.pdf



D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

DEBRIS REMOVAL - REDUCTION - SITE MANAGEMENT - DEMOLITION



D&J ENTERPRISES, INC.

DISASTER RECOVERY • EMERGENCY OPERATIONS



- HURRICANES
- TORNADOES
- ICE STORMS
- EARTHQUAKES
- FLOODS
- BEACH RESTORATION
- WILDFIRES

WWW.HURRICANERECOVERY.COM

CITY OF PEMBROKE PINES, FL

RFP AD-21-02 DISASTER DEBRIS MANAGEMENT SERVICES

DUE: MAY 4, 2021 – 2:00 PM

ORIGINAL

FEIN: 63-0943382

D&J ENTERPRISES, INC.
3495 Lee Rd. 10
Auburn, AL 36832
Ph. (334)821-1249

Main Contact:
Jason Sanders
Vice President of Operations
Jason@djenterprises.net

www.hurricanerecovery.com

- 0 -





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

TABLE OF CONTENTS

LETTER OF INTEREST

Cover Letter	1
General Business Information	3

TAB 1: QUALIFICATIONS AND EXPERIENCE

Past Experience	4
References	17
Monitoring Firms	33
FEMA Reimbursement	34
State Licenses & Certificates	38
Statements	40

TAB 2: ABILITY

Qualifications	41
Resumes	43
Org Chart	47
Subcontracting Plan	48
Bonding Capacity	60
Surety / Bank Letters	61
Pre-Event Contracts	64

TAB 3: PROJECT UNDERSTANDING AND TECHNICAL APPROACH

Debris Management Plan	66
------------------------------	----

TAB 4: AVAILABILITY OF EQUIPMENT

Response Time	85
Equipment	86

TAB 5: PROJECT COST

Price Proposal	103
----------------------	-----

TAB 6: OTHER COMPLETED DOCUMENTS

Certificate of Insurance	107
W-9	108
Emergency Contact List	109





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

COVER LETTER

5/4/2021

City of Pembroke Pines, FL
Attn: Purchasing
8300 South Palm Drive
Pembroke Pines, FL 33025

Re: RFP AD-21-02 – Disaster Debris Management Services

Sir/Madam,

It is with great pleasure we extend this proposal of services to meet the proposal requirements for City of Pembroke Pines RFP for Debris Removal Services. Within this proposal of services is our dedicated effort to meet all proposal requirements and provide the requested supportive documentation and information to be utilized in the evaluative criteria.

D&J Enterprises, Inc. is a full-service contracting firm with over 50 years of hands-on experience as a prime contractor for Emergency Recovery Services, with specific focus on debris removal, reduction, disposal and management following natural and man-made disaster events. Since we performed our first emergency debris removal and clean-up project following Hurricane Betsy on the Gulf Coast in 1965, the company has become a major contractor in the field of debris management and has performed over 225 separate, federally declared disaster response contracts throughout the continental United States, and US territories and protectorates in the Caribbean and Asia. Debris recovery projects completed during these 50+ years total over \$1,000,000,000.00, at times employing over 600 employees and an additional 500+ subcontractors with over 2,000 trucks daily.

D&J Enterprises, Inc. was the United States Army Corp of Engineers *prime contractor* during the Hurricane Rita mission. D&J was tasked with loading, hauling, reducing and recycling over 4 million cubic yards of disaster-related debris.

The 50+ years of experience in disaster and debris management field have enabled the company to not only develop trained employees with the understanding of expectations and skills necessary to respond quickly and efficiently, but also to develop a network of reliable relationships with experienced subcontractors and suppliers throughout the Southwestern, Southeastern and Atlantic Coastal United States.

D&J Enterprises, Inc. is proud of the excellent reputation for competent, timely and cost-effective performance among officials of Federal, State, County, City and Private entities for whom we have performed disaster response and recovery services. During this same time period, the company's civil construction division has continued to grow and prosper and enjoys a reputation as one of the top civil contractors in Alabama with approximately 200 full-time employees.





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

COVER LETTER

D&J hereby certifies that it has never been prohibited from doing business with any governmental entity for any reason and is not operating under Chapter 11 or any other financial restraints that would preclude the ability to enter into equipment leasing or rental agreements.

D&J Enterprises, Inc. fully understands the scope of services within this project.

D&J Enterprises, Inc.
3495 Lee Road 10
Auburn, AL 36832
Ph: (334) 821-1249
Fax: (334) 821-5227
www.hurricanerecovery.com

Main Contacts:

Jason Sanders: 20 years disaster related experience with D&J
Email: jason@djenterprises.net
Cell: (334) 559-0106

Chip Starr: 24 years disaster related experience with D&J
cstarr@djenterprises.net
Cell: (334) 740-4251

Jason Sanders, Vice President of Operations, and Chip Starr, Executive Vice President are authorized to bind the company in contracts.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jason Sanders', is written over a light blue circular watermark that contains the text 'D&J Enterprises, Inc.' and 'CORPORATE'.

Jason Sanders
Vice President of Operations





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

GENERAL BUSINESS INFORMATION

Legal Entity Name: D&J Enterprises, Inc.

Principal Business Address: 3495 Lee Road 10
Auburn, AL 36832

Phone Number: (334) 821-1249

Fax Number: (334) 821-5227

Email Address: admin@djenterprises.net

Website: www.hurricanerecovery.com

Principals: Richard D. Starr
James L. Starr

Main Contact Person: Jason Sanders – Vice President of Operations
Email: jason@djenterprises.net
Cell: (334) 559-0106

D&J Enterprises, Inc. is an Alabama corporation formed in 1987. FEIN# 63-0943382.

Jason Sanders, Vice President of Operations, is authorized to bind the company in contracts.

D&J Enterprises, Inc. is authorized to do business in the State of Florida by the State of Florida Department of State and holds a current Certificate of Qualification from the Florida Department of Transportation.

Sincerely,

Jason Sanders
Vice President of Operations





PAST EXPERIENCE

INTRODUCTION & SUMMARY

In 1965, Hurricane Betsy slammed the Gulf Coast and offered D&J Enterprises, then a civil construction company known as Starr & Sons Contractors, the opportunity to expand its operations by responding to the disaster with much-needed resources. In 1987, Richard D. Starr and James L. Starr formed D&J Enterprises to continue the family enterprise and continue to develop and grow its debris management division becoming one of the leading contractors in its field. Since the initial response to Hurricane Betsy in 1965, D&J has performed over 225 Disaster Response projects throughout the United States.

D&J's experience is irreproachable. Some highlights and distinctions include:

- **Over 50 years of disaster recovery and debris management experience**
- **The capacity to hire and the experience in managing as many as 500 subcontractors with over 2,000 trucks on a single contract**
- **The experience in managing as many as fifteen (15) separate contracts simultaneously**
- **Served as the US Army Corps of Engineers (USACE) Primary Contractor for 14 counties including 4 major municipalities within the State of Texas following Hurricane Rita 2005/2006**
- **Performance in excess of 225 separate disaster response contracts totaling over \$1 billion dollars**

We have included a list below, of some of the disaster response project tasks D&J has performed over the past 50 years:

TASKS PERFORMED IN PREVIOUS DISASTER RECOVERY AND DEBRIS MANAGEMENT PROJECTS BY D&J ENTERPRISES, INC.

- Provided and managed crews and equipment for Phase I – Emergency Debris Right-of-Way Clearance
- Provided and managed crews and equipment for loading and hauling snow and ice
- Provided and managed crews and equipment for loading and hauling sludge and mud
- Provided and managed crews and equipment for vegetative debris removal from right-of-way
- Provided and managed crews and equipment for hazardous tree and stump removal
- Provided and managed crews and equipment for C&D debris removal from right-of-way
- Provided and managed crews and equipment for operating temporary debris storage and reduction sites (TDSRS / DMS)
- Provided and managed crews and equipment for receiving, sorting, screening, separating, and recycling debris
- Provided and managed crews and equipment for removal and disposal of household hazardous waste (HHW)
- Provided and managed crews and equipment for vegetative debris reduction by grinding of burnable debris:
- Provided and managed crews and equipment for vegetative debris reduction debris by open burn and air curtain incineration:





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

- Assisted local agencies in the location, certification and permitting of Temporary Debris Storage Reductions Sites (TDSRS) sometimes referred to as Debris Management Sites, (DMS)
- Assisted local agencies in locating reliable, licensed facilities to accept “recyclable” materials
- Provided and managed crews and equipment for loading, hauling and final disposal of sorted debris to either recycling facilities, LCID, Subtitle D landfills, or other final disposal sites
- Assisted local agencies in providing environmental soil, water and air testing labs with environmental assessments and in procuring licenses to operate TDSR sites
- Provided and managed crews and equipment for complete site restoration and re-vegetation of TDSR sites
- Provided and managed crews and equipment for sand screening and beach restoration
- Provided and managed crews and equipment for building demolition following tornados, hurricanes and wildfires
- Provided and managed crews and equipment for the removal of Asbestos Containing Material (ACM)
- Provided and managed crews and equipment for stream and canal clearing and cleaning
- Provided all necessary equipment and crews for earthen dam repair
- Provided all necessary equipment and crews for removal of C&D debris resulting from floods including Private Property Debris Removal (PPDR)
- Provided all necessary equipment and crews for installation of emergency roofing
- Provided Contract Management services to oversee the scope of work of other contractors

In addition to the debris removal and processing operations, mentioned above, D&J Enterprises, Inc. has also provided local government agencies with the following services and resources:

- Supplied and maintained generators for local administrations
- Supplied ice and water with refrigerated trucks
- Supplied emergency fuel to local administrative agencies for emergency equipment crews
- Provided slope repairs to municipal landfill to make operational again
- Provided all necessary equipment and crews for site preparation for temporary housing including grading, field lines installation, roadways, and site pads.
- Provided, maintained and operated Base Camp and Temporary Facilities for local governments and response teams

Over the years, D&J has developed a vast network of relationships with professionals, subcontractors, and suppliers that can muster all the resources needed to respond to a multitude of disasters in a manner that will assist communities with quick response and recovery. Pre-planning for events is a vital and integral part of disaster recovery operations; D&J incorporates “readiness” into our operation plans for unforeseen events, enabling us the capability to have key personnel on the scene within a few hours of such occurrences. The disaster response path has lead D&J through clean-up projects resulting from hurricanes, tornados, floods, ice storms, snowstorms, and earthquakes, all of which have contributed to the wealth of knowledge and immeasurable experience that continuously improve operations and performance. D&J’s active role as a disaster recovery leader year-round allows us the privilege to





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

continually train and educate employees and subcontractors for top performance and adherence to ever-evolving FEMA guidance and policy.

During the five decades of disaster recovery and debris management service, D&J's Civil Construction Division has also grown and prospered earning the reputation as one of the top civil contractors in East Central Alabama. In addition to D&J Enterprises, Inc., Richard D. Starr and James L. Starr are the sole owners of Sand Hill Recycling Center, Inc., a debris storage, separation, reduction and disposal facility that operates year-round providing services to state, county, city, and other local, private entities since 1997. This facility is serviced by D&J's fleet of over 500 roll-off containers serviced by D&J's fleet of roll-off trucks. Approximately 250 tons of recyclable material are brought to this facility each day. This site doubles as a training facility for personnel in the methods of debris separation, reduction, recycling, and disposal during periods prior to the occurrence of a disaster event. This facility allows D&J to rotate employees that may be deployed on a disaster recovery mission and, to receive training in the operation and methodology used in the performance of a TDSR site following a disaster event. The equipment and layout of this facility is similar to that of a TDSR site.

D&J Enterprises, Inc. has also operated a civil construction company, specializing in road construction, utilities and mass grading since 1964. The company has performed thousands of civil municipal projects for cities, states, counties, and various Departments of Transportation throughout central Alabama as a full time, day-to-day enterprise. With multiple full-time engineers on hand and hundreds of experienced long-term personnel, the officers and management of D&J have the expertise, technical training, and knowledge to solve issues and find solutions as they may occur.





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

PAST EXPERIENCE



D&J ENTERPRISES, INC - PAST EXPERIENCE LIST

REGION	DATE	CLIENT	DISASTER	TOTAL INVOICED	TOTAL CY/TONS	DESCRIPTION OF WORK	CONTACT	PHONE	EMAIL
2 - MVD	October 2020 - December 2020	Louisiana DOT	Hurricane Zeta	\$ 1,000,000.00	102,000 CY	Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated DMS including separation and reduction by grinding all vegetative debris	Nathan Kernion Cycle Construction	504-467-1444	nkernion@cycleconstruction.com
7 - SAD	September 2020 - December 2020	City of Foley, AL	Hurricane Sally	\$ 11,000,000.00	750,000 CY	Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Managed an extensive tree removal mission, Set-up, maintained and operated DMS including separation and reduction by grinding all vegetative debris	Richard Rider: Street Department Supervisor Darrell Russell: Director of Public Works	251-943-8897	rrider@cityoffoley.org drussell@cityoffoley.org
7 - SAD	September 2020 - December 2020	City of Pensacola, FL	Hurricane Sally	\$ 7,500,000.00	575,000 CY	Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Managed an extensive tree removal mission, Set-up, maintained and operated 3 DMS including separation and reduction by grinding all vegetative debris	John Pittman - Director of Sanitation	O: 850-435-1894 M: 850-860-2334	jpittman@cityofpensacola.com
7 - SAD	August 2020 - October 2020	New Hanover County, NC	Hurricane Isaias	\$ 2,000,000.00	175,000 CY	Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated DMS including separation and reduction by grinding all vegetative debris	Joe Suleyman Environmental Management Director	910-798-4403	jsuleyman@nhcgov.com
6 - SWD	August 2020 - December 2020	Orange County, TX	Hurricane Laura	\$ 13,500,000.00	800,000 CY	Managed the project for AshBritt. Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated DMS including separation and reduction by grinding all vegetative debris	Leon George Emergency Management Director	409-238-9169	lgeorge@co.orange.tx.us
3 - LRD	March 2020 - June 2020	FCL Builders	Nashville Tornado	\$ 5,000,000.00	360,000 CY	Completed a full demolition of a 260,000 sq. ft. warehouse that was destroyed by a devastating tornado in early March of 2020. Removed contents from building, separated material (metal, concrete, C&D, e-waste, etc.) Graded the land and prepped it for rebuild.	Nathan Townsend - Sr. Project Manager, Gabe Schultz - Sr. Project Superintendent	678-447-6387 470-473-5585	ntownsend@fclbuilders.com, gschultz@fclbuilders.com
7 - SAD	September 2018 - January 2019	New Hanover County, NC	Hurricane Florence	\$ 14,980,000.00	1,240,000 CY	Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated 3 DMS including separation and reduction by grinding all vegetative debris	Joe Suleyman Environmental Management Director	910-798-4403	jsuleyman@nhcgov.com
7 - SAD	September 2018 - January 2019	Cumberland County, NC	Hurricane Florence	\$ 225,000.00	1,750 Tons	Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated DMS including separation and reduction by grinding all vegetative debris	Jeffery P. Brown, PE Engineering & Infrastructure Director	910-678-7633	jbrown@co.cumberland.nc.us
7 - SAD	October 2018 - March 2019	Gadsden County, FL	Hurricane Michael	\$ 30,000,000.00	1,500,000 CY	Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated 4 DMS including separation and reduction by grinding all vegetative debris	Dee Jackson - County Administrator	850-875-8650	djackson@gadsdencountyfl.gov





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

5 - SPD	October 2017 - May 2018	USACE	2017 California Wild Fires	\$ 350,000,000.00	760,000 Tons	D&J supplied part of the management and operations team to assist in managing the project in conjunction with AshBritt Environmental. Performed Right of Entry Work, Installed and monitored erosion control; Separated, removed, and hauled fire debris; hazardous material removal; graded building lots	Dow Knight - Senior VP Ashbritt	954-725-6992	Dow@ashbritt.com
7 - SAD	September 2017 - January 2018	Monroe County, FL	Hurricane Irma	\$ 12,455,000.00	475,000 CY	Managed the project for AshBritt. Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated 3 DMS including separation and reduction by grinding all vegetative debris	John Glista - Monroe County Public Works	305-797-1102	glista-john@monroecounty-fl.gov
7 - SAD	September 2017 - January 2018	Village of Islamorada, FL	Hurricane Irma	\$ 9,485,000.00	250,000 CY	Managed the project for AshBritt. Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated DMS including separation and reduction by grinding all vegetative debris	Rod Jerkins DMS Disaster Consultants	251-583-1556	rodricjerkins@dmsrecovery.com
6 - SWD	September 2017 - 2018	City of Orange, TX	Hurricane Harvey	\$ 2,871,500.00	201,500 CY	Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS	Lee Ann Brown Asst. Fire Chief / EM Director	409-883-1050	lbrown@orangefld.com
6 - SWD	September 2017 - 2018	Hardin County, TX	Hurricane Harvey	\$ 4,765,000.00	145,000 CY	Managed the project for AshBritt. Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated DMS including separation and reduction by grinding all vegetative debris	Rob Ray - Senior VP AshBritt	954-868-9502	Rray@ashbritt.com
6 - SWD	September 2017 - 2018	Orange County, TX	Hurricane Harvey	\$ 10,950,000.00	375,000 CY	Managed the project for AshBritt. Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated DMS including separation and reduction by grinding all vegetative debris	Rob Ray - Senior VP AshBritt	954-868-9502	Rray@ashbritt.com
7 - SAD	September 2017 - 2018	Altamonte Springs, FL	Hurricane Irma	\$ 850,000.00	70,000 CY	Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated DMS including separation and reduction by grinding all vegetative debris	Ed Torres - Director of Public Works	407-571-8340	Etorres@altamonte.org
7 - SAD	September 2017 - 2018	City of Oviedo, FL	Hurricane Irma	\$ 350,000.00	50,000 CY	Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated DMS including separation and reduction by grinding all vegetative debris	Lars White - Fire Chief	407-971-5612	lwhite@cityofoviedo.net
7 - SAD	September 2017 - 2018	City of St. Pete Beach, FL	Hurricane Irma	\$ 146,000.00	14,000 CY	Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated DMS including separation and reduction by grinding all vegetative debris	Mike Clarke - Public Services Director	727-363-9243	Mclarke@stpetebeach.org





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

2 - MVD	2017	City of Petal, MS	Tornado	\$ 850,000.00	93,000 CY	Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated DMS including separation and reduction by grinding all vegetative debris	Hal Marx - Mayor	601-545-1776	mayor@cityofpetal.com
1 - NWD	April of 2016	USACE	Missouri Floods	\$ 25,000.00	Assesment	D&J was part of the 24-hour response team. D&J mobilized 12 key team members within 24 hours of the notice to proceed. Assisted USACE in damage assessment, planning & sectoring	Edward L. LeBlanc III, P.E USACE Debris Program Manger	337-322-6757	edward.l.leblanc.iii@usace.army.mil
7 - SAD	December 2014 - March 2015	Augusta, GA / North Augusta, SC	Winter Ice Storm	\$ 2,345,500.00	850,000 CY	Set-up, maintained and operated 6 DMS's (TDSRS) including separation and reduction by grinding all vegetative debris	Rob Ray - Senior VP AshBritt	954-868-9502	Rray@ashbritt.com
4 - NAD	October 2012 - March 2013	State of New Jersey	Hurricane Sandy	\$ 14,345,500.00	830,000 CY	D&J supplied part of the management and operations team to assist in managing the project in conjunction with AshBritt Environmental. Removed and disposed of all eligible storm-generated debris from within municipal right-of-way; Set-up, maintained and operated 11 DMS including separation and reduction by grinding all vegetative debris	Terry Jackson - AshBritt	954-683-0248	tmjackson2011@gmail.com
4 - NAD	December 2011 - February 2012	Connecticut DOT	Snow Storm	\$ 8,240,000.00	345,000 CY	D&J supplied part of the management and operations team to assist in managing the project in conjunction with AshBritt Environmental. Loaded & Hauled snow storm related debris. Managed 7 DMS sites, reduced and removed debris. Cut 37,000 leaner/hanger trees.	Terry Jackson - AshBritt	954-683-0248	tmjackson2011@gmail.com
7 - SAD	April of 2011	USACE	Alabama Tornadoes	\$ 10,544,000.00	500,000 CY	Performed Right of Entry Work Removed tornado related debris, damaged houses, trees & buildings in 9 Counties in Alabama. Joint Venture with Dorado Services.	Fernando Neris - President Dorado Services, Inc.	407-688-0600	fernando@doradosi.com
7 - SAD	April of 2011	City of Tarrant, AL	Tornado	\$ 450,000.00	6,500 Tons	Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS	Loxtil Tuck - Mayor	205-849-2800	
7 - SAD	Spring of 2010	Dekalb County, AL	Tornado	\$ 3,758,555.00	335,000 CY	Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS	Michael Leath - EMA Director	256-845-8569	ema@dekalbcounty.al.us
3 - LRD	Winter of 2009	KY DOT - McCracken County, KY	Winter Ice Storm	\$ 2,400,850.00		Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS	Judge Van Newberry Executive's Office	270-444-4707	
3 - LRD	Winter of 2009	KY DOT - Caldwell County, KY	Winter Ice Storm	\$ 3,742,555.00	224,000 CY	Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS	Larry Smith - KY DOT	270-625-3548	
3 - LRD	Winter of 2009	KY DOT - Graves County, KY	Winter Ice Storm	\$ 1,577,150.00	124,000 CY	Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS	Jason Looper - KY DOT	270-210-2398	
3 - LRD	Winter of 2009	City of Paducah, KY	Winter Ice Storm	\$ 38,000.00		Reduced all storm generated debris by grinding	Bill Paxton - Mayor	270-444-8530	





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

6 - SWD	Winter of 2009	City of Jonesboro, AR	Winter Ice Storm	\$ 2,245,211.00	224,000 CY	Loaded, hauled and removed from curbside storm-generated debris within the municipal right-of-way; Managed TDSRS; Reduced by burning & grinding	Harold Perrin - Mayor	870-932-1052	
6 - SWD	September 2008 - 2009	Multiple Municipalities Throughout Texas	Hurricane Ike	\$ 19,425,254.00	2,158,361 CY	D&J supplied part of the management and operations team to assist in managing the project in conjunction with AshBritt Environmental. Sorted, loaded and removed from curbside storm-generated mixed debris (C&D, household and vegetative) from damaged residential and commercial area's; Hauled to TDSRS; Reduced debris and hauled to final disposal. Oversaw the total management of the TDSRS.	Dow Knight - Senior VP Ashbritt	954-725-6992	Dow@ashbritt.com
6 - SWD	September 2008 - 2009	Multiple Municipalities Throughout Texas	Hurricane Ike	\$ 2,634,500.00	750,000 CY	D&J managed all DMS operations for Crowder Gulf, Inc. in Clear Lake Shores, Kemah, League City, Pearland, Alvin, Galveston County, Webster	Ashley Ramsay-Naile CrowderGulf	251-459-7430	aramsay@crowdergulf.com
7 - SAD	Spring 2007	Lake County, FL	Tornado	\$ 1,878,378.00	126,000 CY	Removed all vegetative storm debris from right-of-way and hauled to disposal site; Reduced all vegetative debris by tub grinding; Hauled and disposed of ground mulch material; Removed C&D and hauled to final disposal	Gary Debo	352-742-0478	
1 - NWD	Winter of 2007	Christian County, MO	Winter Ice Storm	\$ 2,979,754.00	337,000 CY	Removed all vegetative storm debris from right-of-way and hauled to disposal site; Reduced all vegetative debris by tub grinding; Hauled and disposed of ground mulch material; Removed C&D and hauled to final disposal	Phil Amtower	415-581-2126	
4 - NAD	Winter of 2006	Tonawanda, NY	Winter Ice Storm	\$ 1,960,110.00	214,000 CY	Removed all vegetative storm debris from right-of-way and hauled to disposal site; Reduced all vegetative debris by tub grinding; Hauled and disposed of ground mulch	Robert Morris	716-877-8805	rmorris@tonawanda.ny.us
4 - NAD	Winter of 2006	Kenmore, NY	Winter Ice Storm	\$ 172,699.00	38,000 CY	Removed all vegetative storm debris from right-of-way and hauled to disposal site; Reduced all vegetative debris by tub grinding; Hauled and disposed of ground mulch	Kathleen Johnson	716-873-5700	
7 - SAD	July of 2005	City of Pensacola, FL	Hurricane Dennis	\$ 5,945,000.00	500,000 CY	Removed all vegetative storm debris from right-of-way and hauled to disposal site; Reduced all vegetative debris by tub grinding; Hauled and disposed of ground mulch	Jerry Moore		jamoore@cityofpensacola.com
2 - MVD	August 2005 - 2006	USACE	Hurricane Katrina	\$ 60,000,000.00	4,400,000 CY	D&J supplied part of the management and operations team to assist in managing the project in conjunction with AshBritt Environmental. Sorted, loaded and removed from curbside storm-generated mixed debris (C&D, household and vegetative) from damaged reside	Dow Knight - Senior VP Ashbritt	954-725-6992	Dow@ashbritt.com





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

6 - SWD	September 2005 - 2006	USACE	Hurricane Rita	\$ 121,679,403.00	6,200,000 CY	Removed and disposed of all eligible storm-generated debris state-wide for the U. S. Army Corps of Engineers (USACE) from within municipal right-of-way; Set-up, maintained and operated multiple TDSR sites; Separated debris; Reduced by grinding and by burning; Removed and hauled C&D to landfill; Removed and hauled off stumps; Hauled off mulch simultaneously from 14 counties including 4 major municipalities within the State of Texas	Michael DeMasi Mission Manager - USACE	281-642-7664	
7 - SAD	October 2005-2006	Delray Beach, FL	Hurricane Wilma	\$ 4,987,000.00	297,400 CY	Removed all vegetative storm debris from right-of-way and hauled to disposal site; Reduced all vegetative debris by tub grinding; Hauled and disposed of ground mulch	Joe Safford - Finance Director - City of Delray Beach	561-243-7000	
7 - SAD	October 2005-2006	Miami Gardens, FL	Hurricane Wilma	\$ 425,200.00	84,000 CY	Removed all vegetative storm debris from right-of-way and hauled to disposal site; Reduced all vegetative debris by tub grinding; Hauled and disposed of ground mulch			
7 - SAD	2004	New Hanover County, NC	Hurricane Charley	\$ 3,478,000.00	165,000 CY	Removed all vegetative storm debris from right-of-way and hauled to disposal site; Reduced all vegetative debris by tub grinding; Hauled and disposed of ground mulch	Joe Suleyman Environmental Management Director	910-798-4403	jsuleyman@nhcgov.com
7 - SAD	2004	Miami Gardens, FL	Hurricane Frances	\$ 325,400.00	49,500 CY	Removed all vegetative storm debris from right-of-way and hauled to disposal site; Reduced all vegetative debris by tub grinding; Hauled and disposed of ground mulch			
7 - SAD	2004	Delray Beach, FL	Hurricane Frances and Jeanne	\$ 6,521,000.00	498,500 CY	Removed all vegetative storm debris from right-of-way and hauled to disposal site; Reduced all vegetative debris by tub grinding; Hauled and disposed of ground mulch	Joe Safford - Finance Director - City of Delray Beach	561-243-7000	
7 - SAD	2003		Hurricane Isabel	\$ 6,511,003.00		Performed 7 separate projects simultaneously			
7 - SAD		Wilmington, NC	"		18,000 CY	Removal and disposal of all eligible storm generated debris from within Municipal right-of-way	Bill Reid-Director of Public Works	910-341-7855	
7 - SAD		New Hanover County, NC	"		38,000 CY	Removal of all vegetative storm debris from right-of-way and haul to disposal site	Ray Church-Director of Environmental Management	910 341-4340	
7 - SAD		Pamlico County, NC	"		24,000 CY	Road clearing, removal of vegetative and C&D storm debris from right-of-way and haul to disposal site	Barry Johnson-Debris Management Consultant for Pamlico Caount	910-341-4340	
4 - NAD		City of Suffolk, VA	"		72,000 CY	Removal of all vegetative storm debris from right-of-way and haul to disposal site, reduce all vegetative debris by tub grinding, haul and disposae of ground mulch material. This was performed as a subcontract agreement with the prime contractor.	Wesley King-Director of Public Works	757-514-7616	
4 - NAD		City of Norfolk, VA	"		34,000 CY	Removal of vegetative storm debris from right-of-way and haul to disposal site, reduce all vegetative debris by tub grinding. This was performed as a subcontract agreement with the prime contractor.			





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

4 - NAD		City of Richmond, VA	"		64,000 CY	Reduce all vegetative storm debris hauled to reduction site by tub grinding.			
4 - NAD		USACE - Ft. Lee, VA	"		50,000 CY	Reduce all vegetative debris by tub grinding.			
3 - LRD	2003	Greenup County, KY	February Ice Storm	\$ 2,817,369.00	354,000 CY	Load, haul and dispose of storm generated debris located on right-of-way of county roads	Joe Taylor, Road Superintendent, KY Transportation cabinet	606-473-5261	
3 - LRD	2003	Kentucky Transportation Cabinet-District 9	February Ice Storm	\$ 1,978,256.00	419,122 CY	Load, haul and dispose of storm generated debris located on right-of-way of three counties and sections of Interstate 64 in North Eastern Kentucky	Henry Roark - TEMB for Operations	606-845-2551	
3 - LRD	2002	City of Lexington, NC	December Ice Storm	\$ 397,953.00	63,000 CY	Load, haul and remove vegetative debris from curbside and reduce by grinding of storm debris from the City of Lexington Municipal rights-of-way.	Tammy Bullen-Sanitation Department Manager	336-248-3965	
7 - SAD	2002	City of Charlotte, NC	December Ice Storm	\$ 929,236.00	207,000 CY	Load, haul and remove vegetative debris from the City of Charlotte Municipal rights-of-way.	Bong Vang - Road Department Supervisor	704-432-0414	
7 - SAD	2002	Cullman County Alabama	December Tornado	\$ 449,248.00	70,000 CY	Sort, haul, load and remove from curbside and dispose of mixed (C&D, HHW and vegetative) debris generated from torado damaged residential and rural areas. Disposal was by burning and landfill disposal.	Philip Widner, PE, County Engineer	256-736-2408	
6 - SWD	2002	Guadalupe County, Texas	July Flood	\$ 89,617.00	11,000 CY	Load, haul and remove from curbside all eligible HHW, C&D and vegetative debris from flood damaged residential areas			
7 - SAD	2002	Gordon County Georgia	April Tornado	\$ 658,643.00	67,000 CY	Sort, haul, load and remove from curbside and dispose of mixed (C&D, HHW and vegetative) debris generated from torado damaged residential and rural areas. Reduced all vegetative debris by grinding.			
6 - SWD	2001	Municipalities within the State of Arkansas	December Ice Storm	\$ 17,950,417.00		Vegetative storm debris cleanup and removal including trimming of hazardous hanging limbs and trees and the removal of rootballs, from site and fill in of resulting holes with suitable topsoil capable of growing grass for the Cities of Little Rock, Dierks and Texarkana and the counties of Pulaski, Nevada and Howard.			
7 - SAD	2000	Municipalities within the State of Georgia	February Ice Storm	\$ 4,708,895.00		Vegetative storm debris cleanup and removal including trimming of hazardous hanging limbs and trees for Cities of Roswell and Gainesville and the counties of Gwinnett, Hall and Pike.		336-248-3965	
7 - SAD	1999	Municipalities within the State of North Carolina	Hurricane Floyd	\$ 6,579,020.00		Performed 8 separate projects simultaneously			
7 - SAD		Wilmington Materials	"			Wilmington Landfill, Plant #2, grinding of vegetative debris into reusable mulch			
7 - SAD		Town of Oak Island	"			Clean up beach area C&D and wash over sand. Haul out C&D collected to Brunswick County Landfill			
7 - SAD		Town of Chadburn	"			Removal of eligible debris from the rights-of-way.			





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

7 - SAD		City of Whiteville	"			Removal of hazardous limbs, trees and stumps that were on the rights-of-way and hauling to certified landfill.			
7 - SAD		Pitt County	"			Demolition of flood damaged structures			
7 - SAD		Town of Tarboro	"			Pick up of roadside debris and demolition of mobile homes and houses			
7 - SAD		Lenior Count	"			Grinding of vegetative debris			
7 - SAD		Onslow County	"			Grinding of vegetative debris			
6 - SWD	1999	City of Corpus Christi, Texas	Hurricane Brett	\$	145,919.00	Debris management, clearing of rights-of-way, load, haul and dispose of hurricane debris			
1 - NWD	1997	City of Omaha, Nebraska	Ice Storm	\$	4,399,231.00	1,253,597 CY Remove all eligilbe bvegetative debris from the right-of-way to five (5) separate sites. Managed and operated five different debris sites. Ground all vegetative woody debris. Completed all work within 8 weeks.			
7 - SAD	1996	Municipalities within the State of North Carolina	Hurricanes Bertha and Fran	\$	14,102,262.00	Performed 3 separate projects simultaneously			
7 - SAD		USACE- Raleigh and Cary, NC	"			Removed all eleigible debris from the right-of-wqay and hauled to designated dump sites. Performance of this contract involved approximately 110 direct employees and 20 company trucks and loaders as well as 150 subcontracted trucks, operating approximately 16 different loading crews. This contract was performance simultaneously with the two contracts listed below.			
7 - SAD		City of Wilmington and New Hanover County, NC	"			Removed all debris from the rights-of-way for the City of Wilmington and New Hanover County and transported to six (6) individual TDSR sites throughout the County. Set up, managed and operated each site. Vegetative debris was reduced by grinding and hauled out to recycling purposes, C&D was sererated and disposed of at authorized landfills.			
-	1995	DAIEI Group, Kobe, Japan	Hanshien Earthquake in Kobe Japan	\$	8,058,880.00	Responsible for reducing all woody and vegetative debris in two separate sites (one in Ashiya and one in Koshien in Hyogo Proventure) resulting from the earthquake. Seperated non-burnable debris from burnable debris and supplied all grinding equipment which was owned by the D&J and shipped to Japan from the US			
-	1995	St. Croix and St. Thomas, - US Virgin Islands, USACE- Jacksonville District	Hurricane Marilyn.	\$	1,643,999.00	Load, haul and dispose of C&D debris collected in St. Thomas and St. Croix. Performed temporary roof repairs and concrete repairs at the Airport in St. Thomas			





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

7 - SAD	1995	Municipalities within the States of Alabama and Florida	Hurricane Opal	\$ 4,833,748.00		Performed 7 separate projects simultaneously			
7 - SAD		Santa Rosa County, FL	"			Cleaning beach sand on Pensacola Beach. Sorting and separating debris from sand using trommels.			
7 - SAD		Escambia FL	"			Reduce and dispose of vegetative storm debris hauled into the Escambia County Utility Authority by grinding			
7 - SAD		Auburn, AL	"			Load, haul and reduce vegetative debris from the rights-of-way.			
7 - SAD		Opelika, AL	"			Load, haul and reduce vegetative debris from the rights-of-way.			
7 - SAD		Pensacola, FL	"			Load, haul debris from the rights-of-way to a TDSR site, sort, and separate the vegetative from C&D. Reduce the vegetative debris by grinding, then haul out reduced material to local paper mill for recycling.			
7 - SAD		Coffee County, AL	"			Load and haul vegetative debris from the rights-of-way.			
7 - SAD		Tallapoosa County, AL	"			Load, haul and reduce vegetative debris from the rights-of-way.			
7 - SAD	1994	USACE Jacksonville District - PZ Dump Site Reclamation		\$ 8,438,122.00		Reclamation of unprocessed illegal dumpsite created by faulty contractors during the clean up in 1992 of debris from Hurricane Andrew. Dumpsite contained contaminated and unsorted debris spread and buried over approximately 250 acres of sensitive residential area. Government's estimate was over 50,000 tons of materials to be hauled to expensive and overcrowded area landfills. After contract award, D&J instituted a system of sorting and screening process that enabled effective separation of soil, metals, wood, plastics and masonry, which they were able to recycle from other C&D materials and reduced landfill debris to approximately 5,000 tons. The contractors efforts were recognized in a presentation of an Outstanding Performance Award on 14 March 1995.			
7 - SAD	1994	Washington County, MS	Southeast Ice Storms	\$ 2,938,069.00		Operated two debris reduction sites for all vegetative debris collected in Washington county as the result of the Ice Storm. All equipment and personnel used were D&J owned and employed			
7 - SAD	1994	Florence, AL	Southeast Ice Storms	\$ 576,000.00		Load, haul and reduce by incineration, all vegetative storm debris resulting from the Ice Storm			
7 - SAD	1994	Calhoun County, AL	Southeast Ice Storms	\$ 1,212,000.00		Load, haul and reduce by incineration, all vegetative storm debris resulting from the Ice Storm			





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

7 - SAD	1994	Colbert County, AL	Southeast Ice Storms	\$ 978,000.00		Load, haul and reduce by incineration, all vegetative storm debris resulting from the Ice Storm			
7 - SAD	1994	Lauderdale County, AL	Southeast Ice Storms	\$ 885,000.00		Load, haul and reduce by incineration, all vegetative storm debris resulting from the Ice Storm			
7 - SAD	1994	Albany Georgia	Floods	\$ 1,313,570.00		Erection of temporary housing for flood victims in Albany, Georgia. Performed all site work for housing units supplied by the Government for flood victims. This included all infrastructures such as electrical, water, sanitary sewer, handicap ramps, retention ponds, road stabilization, sewer and storm drains, etc.			
7 - SAD	1992	USACE Jacksonville District - Key Biscayne Island	Hurricane Andrew	\$ 2,391,000.00		Removal of all trees (Australian Pines) on 450-acre Bill Baggs Park and reduce by grinding to mulch to be spread and then restore the site.			
7 - SAD	1992	USACE Jacksonville District - Eureka Dump	Hurricane Andrew	\$ 5,700,000.00	729,097 CY	Eureka dump site was a TDSR site responsible for processing 729,097 of debris			
7 - SAD	1992	USACE Mobile District - Homestead Air Force Base	Hurricane Andrew	\$ 1,145,945.00		Load, haul and clear C&D debris from primary arteries on Air Base. Demolition of structures and reduction of debris by grinding and air curtain incineration.			
7 - SAD	1990	USACE Mobile District	Elba, Alabama Flood	\$ 154,786.00		Time and materials contract for equipment and manpower used for reconstruction levee work to repair earthen dam in the town of Elba, Alabama.			
7 - SAD	1989	USACE Charleston District	Hurricane Hugo	\$ 3,683,867.00		Removed all storm debris from residential areas in four counties (Berkley, Darlington, Sumpter and Mt. Pleasant) in South Carolina following Hurricane Hugo.			
7 - SAD	1980	USACE Mobile District	Hurricane Fredrick	\$ 10,511,454.00		Awarded the following contracts for cleanup and removal of Hurricane debris: DACW01-80-C-0036, DACW01-80-C-0033, DACW01-79-C-0273, DACW01-80-C-0276, DACW01-80-C-0192, DACW01-80-C-136, DACW01-79-C-0243, DACW01-80-C-0040, DACW01-80-C-0044, DACW01-80-C-0253, DACW01-80-C-0135, DACW01-80-C-0128			
6 - SWD	1979	USACE - Wichita Falls, Texas	Tornado	\$ 649,853.00		Awarded the following contracts for cleanup and removal of Hurricane debris: DACW56-79-B-0079, DACW56-79-B-0115, DACW56-79-B-0108, DACW56-79-B-0110, DACW56-79-B-0198, DACW56-79-B-0106, DACW56-79-B-0141			
3 - LRD	1977	USACE Harlan and Pike Counties, Kentucky	Tornado	\$ 1,732,743.00		Debris Cleanup and Removal - Mobile Home Site Preparation and HUD Trailer set up under the following contracts: DACW69-77-C-0045, DACW69-77-L-0021, DACW69-77-C-0047, DACW69-77-C-0065, DACW69-77-C-0107, DACW69-77-C-0082			





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

4 - NAD	1977	USACE Johnstown, Pennsylvania	Floods	\$ 969,339.00		Debris Cleanup and Removal under the following contracts; DACW59-78-M-0087, DACW59- 77-C-0068, DACW59-77-C-0160, DACW59-77-C-0065, DACW59- 77-C0092, DACW59-77-C-0122, AG42 SCS-00527			
4 - NAD	1977	Westmoreland County Pennsylvania County Commission ers	Floods	\$ 74,738.00		Debris removal and clean up			
2 - MVD	1976	Town of Newton, MS	Tornado	\$ 22,200.00		Debris removal and clean up			
1 - NWD	1976	USACE Loveland, Colorado	Flood	\$ 649,853.00		Debris Cleanup and Removal under the following contracts; DACW45-76-0105, DACW45-76- 0114			
7 - SAD	1975	City of Opelika	Hurricane	\$ 133,217.00		Debris clean up and removal			
7 - SAD	1975	City of Auburn, AL	Hurricane	\$ 62,880.00		Debris clean up and removal			
7 - SAD	1975	Panama City, FL	Hurricane	\$ 248,962.00		Debris clean up and removal			
7 - SAD	1975	Lockhart, AL	Hurricane	\$ 33,982.00		Debris clean up and removal			
7 - SAD	1975	Floral, AL	Hurricane	\$ 106,000.00		Debris clean up and removal			
7 - SAD	1975	Samson, AL	Hurricane	\$ 29,500.00		Debris clean up and removal			
7 - SAD	1975	Coffee Springs, AL	Hurricane	\$ 17,780.00		Debris clean up and removal			
7 - SAD	1975	Geneva, AL	Hurricane	\$ 29,776.00		Debris clean up and removal			
3 - LRD	1974	USACE	Tornado	\$ 1,090,450.00		Debris Cleanup and Removal in Madison, Indian, Hanover, Indiana, Xenia, Ohio, Montecello, Indiana and Louisville, KY			
7 - SAD	1973	USACE- Mobile, AL District	Floods	\$ 72,961.00		Debris clean-up and removal in Greensboro, AL			
7 - SAD	1973	USACE- Savannah, GA	Floods	\$ 42,000.00		Debris clean-up and removal in Athens and Clark County Georgia			
4 - NAD	1972	USACE- Mobile, AL District	Floods	\$ 179,309.00		Debris clean-up and removal in Scranton, Pennsylvania			
4 - NAD	1972	USACE	Floods	\$ 825,000.00		Debris Cleanup and Removal in Susquehanna River, New York and Pennsylvania, Chemung River, New York, Scranton, Pennsylvania			
1 - NWD	1972	USACE- Omaha District	Floods	\$ 215,708.00		Debris Cleanup and Removal under the following contracts; DACW45-72-D-0204, DACW45- 72-D-0163, DACW45-72-D-0171			
2 - MVD	1971	USACE - Vicksburg District	Floods	\$ 5,490.00		Debris Cleanup and Removal in Moorehead, MS under the following contract; DACW38-71- C-0103			
2 - MVD	1971	USACE - Vicksburg District	Floods	\$ 38,565.00		Debris Cleanup and Removal in Tallahatchie and Yalobusha Counties under contract no. DACW38-71-C-0113			
6 - SWD	1970	USACE - Galveston District	Hurricane	\$ 250,000.00		Debris Cleanup and Removal in Corpus Christi, Texas			





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

REFERENCES

2020 Hurricane Sally Debris Removal City of Foley, AL

Client: City of Foley, AL
Address: 120 East Orchid Ave.
Foley, AL 36535

Contact Person: Darrell Russell
Title: Public Works Director
Phone: (251)943-8897
Email: Drussell@cityoffoley.org

Services: Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS

Dates: September 2020 – January 2021

Contract Value: \$10,800,000.00
Cubic Yards: 800,000 cubic yards (ROW Collection)

Reimbursement: 100%

All debris was sorted and processed at TDSRS

2020 Hurricane Sally Debris Removal City of Pensacola, FL

Client: City of Pensacola, FL
Address: 100 West Leonard St.
Pensacola, FL 32501

Contact Person: John Pittman
Title: Director of Sanitation
Phone: (850)435-1894
Email: jpittman@cityofpensacola.com

Services: Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS

Dates: September 2020 – December 2020

Contract Value: \$7,500,000.00
Cubic Yards: 575,000 cubic yards (ROW collection)

Reimbursement: 100%

All debris was sorted and processed at TDSRS





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

REFERENCES

2018 Hurricane Michael Debris Removal Gadsden County, FL

Client: Gadsden County, FL
Address: 9B East Jefferson St.
Quincy, FL 32353

Contact Person: Shawn Woods
Title: Major of Law Enforcement/ Emergency Management Director
Phone: (850)627-9233
Email: shawnw@tds.net

Services: Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS

Dates: October 2018 – March 2019

Contract Value: \$29,000,000.00
Cubic Yards: 1,500,000 cubic yards (ROW Collection)

Reimbursement: 100%

All debris was sorted and processed at TDSRS

2018 Hurricane Florence Debris Removal New Hanover County, NC

Client: New Hanover County, NC
Address: 3002 U.S. Highway 421 North
Wilmington, NC 28401

Contact Person: Joe Suleyman
Title: Environmental Management Director
Phone: (910)798-4403
Email: jsuleyman@nhcgov.com

Services: Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS

Dates: September 2018 – January 2019

Contract Value: \$15,000,000.00
Cubic Yards: 1,400,000 cubic yards (ROW collection)

Reimbursement: 100%

All debris was sorted and processed at TDSRS





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

REFERENCES

2017 Hurricane Harvey Debris Removal City of Orange, TX

Client: City of Orange, TX
Address: 501 N Seventh St
Orange, TX 77630

Contact Person: Lee Anne Brown
Title: Deputy Fire Chief/Emergency Management Director
Phone: (409)883-1050
Email: lbrown@orangefld.com

Services: Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS

Dates: September 2017 – December 2017

Contract Value: \$2,871,500.00
Cubic Yards: 280,000 cubic yards (ROW Collection)

Reimbursement: \$2,871,500.00

All debris was sorted and processed at TDSRS

2017 Hurricane Irma Debris Removal City of Altamonte Springs, FL

Client: City of Altamonte Springs, FL
Address: 225 Newburyport Ave
Altamonte Springs, FL 32701

Contact Person: Karen McCullen PE, BCEE
Title: Senior Engineering Project Manager
Phone: (407)571-8350
Email: KMcCullen@Altamonte.org

Services: Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS

Dates: September 2017 – October 2017

Contract Value: \$850,000.00
Cubic Yards: 70,000 cubic yards (ROW collection)

Reimbursement: \$850,000.00

All debris was sorted and processed at TDSRS





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

REFERENCES

2017 California Wildfires Debris Removal Lake County, Mendocino County, Napa County, Sonoma County

Client: U.S. Army Corps of Engineers
Address: 1325 J St
Sacramento, CA 95814

Contact Person: Dow Knight
Title: Senior VP
Phone: (954)725-6992
Email: Dow@ashbritt.com

Services: D&J supplied part of the management and operations team to assist in managing the project in conjunction with AshBritt Environmental. Performed Right of Entry Work, Installed and monitored erosion control; Separated, removed, and hauled fire debris; hazardous material removal; graded building lots

Dates: October 2017 – June 2018

Contract Value: \$380,000,000.00
Tons: 765,000+ tons

2017 Hurricane Irma Debris Removal Village of Islamorada, FL

Client: DMS Consultants- Village of Islamorada, FL
Address: 1515 Poydras St Suite 1130
New Orleans, LA 70112

Contact Person: Rod Jerkins
Title: Project Specialist
Phone: (251)583-1556
Email: Rodrick.jerkins@DMSrecovery.com

Services: Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS

Dates: September 2017 – November 2017

Contract Value: \$9,485,000.00
Cubic Yards: 250,000 cubic yards (ROW Collection)

Reimbursement: \$9,485,000.00

All debris was sorted and processed at TDSRS





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

REFERENCES

2016 Missouri Flooding USACE Response Team

Client: United States Army Corps of Engineers

Address: PO Box 2288
Mobile, AL 36628

Contact Person: Matt Tate

Title: Natural Disaster Program Manager

Phone: (251)690-2241

Email: Jacob.m.tate@usace.army.mil

Dates: January 2016 – February 2016

Services: Assessed flooding and made recommendations on operations

2010 Dekalb County AL Tornado

Client: Dekalb County AL

Address: 111 Grand Ave SW Suite 21
Fort Payne, AL 35967

Contact Person: Michael Leath

Title: EMA Director

Phone: (256)845-8569

Email: ema@dekalbcountyal.us

Dates: March 2010

Contract Value: \$3,758,555.00

Services: Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS

Population: 72,000

Cubic Yards: 335,000 cubic yards





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

REFERENCES

2006 Hurricane Dennis Disaster Debris Removal

Client: City of Pensacola, FL
Address: 100 W. Leonard St
Pensacola, FL 32501

Contact Person: Jerry Moore
Title: Director Sanitation Services & Fleet Management
Phone: (850)435-1890
Email: jamoore@cityofpensacola.com

Services: Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS

Dates: April 2005 – December 2005

Contract Value: \$5,945,000
Cubic Yards: 700,000 cubic yards (ROW Collection)

Reimbursement: \$8,945,000

All debris was sorted and processed at TDSRS

2006 Hurricane Wilma Disaster Debris Removal

Client: City of Delray Beach, FL
Address: 50 NW 1st Ave
Delray Beach, FL 33444

Contact Person: Tim Simmons
Title: Parks Maintenance Superintendent
Phone: (561)243-7261
Email: simmons@mydelraybeach.com

Services: Trimmed trees, loaded, hauled and removed from curbside all storm-generated debris within the municipal right-of-way; Managed TDSRS

Dates: October 2005 – March 2006

Contract Value: \$9,658,727
Cubic Yards: 957,000 cubic yards (ROW Collection)

All debris was sorted and processed at TDSRS

****D&J Enterprises, Inc. has no public or private sector clients that have discontinued use of Proposer's services.***





D&J Enterprises, Inc.

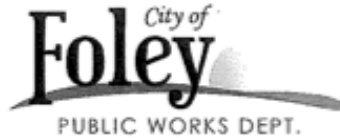
RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

REFERENCES

120 E. Orchid Ave.
Foley, Alabama 36535
foleypws@cityoffoley.org



(251) 943-8897
Fax (251) 970-2086
www.cityoffoley.org

January 28, 2021

Mr. Jason Sanders
Operations Manager
D&J Enterprises
3495 Lee Road 10
Auburn, AL 36832

Subject: Hurricane Sally – Emergency Debris Removal Response

Mr. Sanders,

We wanted to take a moment to express our gratitude and satisfaction with the performance of D&J Enterprises in the aftermath of Hurricane Sally. While no city wants to test the limits and expanse of their emergency service provider contracts, we were relieved and impressed by your immediate responsiveness to our call for help after the storm in September of 2020. After arriving on site the very next day to begin site preparations and assess the extent of damages, our initial positive opinion of your organization was confirmed.

From the well organized and expertly managed Debris Management Site under the supervision of Tony Downing, to the daily operations of the contract drivers, we were impressed with the responsiveness and professionalism displayed throughout your organization. In every aspect which we perceived as a challenge, your team was flexible and worked to help us find a resolution – Right of Entry forms, public service announcement images, setting phase deadlines, grinding specific stumps instead of pulling, handling issues within our public parks with utmost care, etc. The multiple grinders you brought in to keep up with the debris collection piles was invaluable in your ability to finish up clearing and grinding operations simultaneously.

After completing the intensive cleanup project in only sixteen weeks, we confidently stand by our initial impressions concerning your company and are pleased to provide this letter of reference for your future clients.

Respectfully yours,

Mayor Ralph Hellmich
City of Foley, AL

MAYOR Ralph G. Hellmich • CITY ADMINISTRATOR Michael L. Thompson
COUNCIL MEMBERS J. Wayne Trawick • Vera J. Qualtes • Richard Dayton • Cecil R. Blackwell • Charles J. Ebert III





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

REFERENCES



SANITATION SERVICES/FLEET MANAGEMENT

February 8, 2021

Mr. Chip Starr
D&J Enterprises, Inc.
3495 Lee Rd. 10
Auburn, AL 36832

RE: Hurricane Sally Emergency Disaster Debris Removal Operations

To whom it may concern,

This letter serves as a strong recommendation of the services of D&J Enterprises, Inc. for Emergency Disaster Debris Removal and Recovery efforts.

As the City of Pensacola's Prime Contractor for emergency debris removal, D&J has demonstrated their hard work and dedication to helping our community bounce back after Hurricane Sally.

The City of Pensacola and D&J have a long history of working together on multiple hurricane recovery projects. D&J has cultivated a healthy relationship with the City as a reliable contractor dating as far back as Hurricane Opal in 1995 as well as Hurricane Ivan in 2004 and Hurricane Dennis in 2005, all in which D&J was the prime contractor and serviced the city with excellence.

In reference to the most recent disaster, Hurricane Sally, D&J responded quickly and mobilized equipment and personnel to begin clearing roads within hours of their issued notice to proceed. They collected and hauled out over 720,000 cubic yards of debris from within the city limits. D&J flawlessly operated three Debris Management Sites and were extremely flexible with the City's need and requests. D&J's experience and expertise was demonstrated with the proper equipment, from trucks to company owned grinders and excavators, as well as the personnel who were very responsive, informative, and easy to work with.

The City has full confidence in D&J for any future disasters and gladly provides this letter of recommendation to any potential client seeking D&J services.

Please feel free to contact me for any further questions or comments.

Respectfully,

John Pittman, M.P.A.
Director, Sanitation Services & Fleet Management
City of Pensacola, Florida

100 West Leonard Street Pensacola, FL 32501 / T: 850.435.1890 / F: 850.595.1010 / www.cityofpensacola.com





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

REFERENCES



BOARD OF COUNTY COMMISSIONERS

9-B East Jefferson Street / P. O. Box 1799 · Quincy, Florida 32353
OFFICE: (850) 875-8650 · FAX: (850) 875-8655 · www.GadsdenCountyFl.gov

December 12, 2018

To Whom It May Concern:

It is with great pleasure that I share my recommendation of the services of D&J Enterprises, Inc. for any and all future needs in disaster recovery efforts.

As Gadsden County's Prime Contractor for emergency debris removal, D&J has demonstrated their hard work and dedication to helping our community rebound after the historical storm, Hurricane Michael.

D&J has been responsive and easy to work with. They had equipment and personnel working on clearing our roads within hours of their issued notice to proceed.

Gadsden County is grateful to have partnered with D&J and I feel confident that we are in great hands if any future disasters strike Gadsden County again in the near future.

D&J's professional services and industry knowledge have been extremely valuable, and I strongly recommend their services to any municipality seeking disaster recovery services.

Please feel free to contact me for any further questions or comments.

Sincerely,

Dee Jackson,
County Administrator





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

REFERENCES



JOE SULEYMAN
Director of Environmental Management

NEW HANOVER COUNTY
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
3002 US HIGHWAY 421 NORTH
Wilmington, NC 28401-9008
Telephone: (910) 798-4400 • Fax (910) 798-4408
E-Mail Address: jsuleyman@nhc.gov

February 4, 2019

To: Whom it May Concern
From: Joe Suleyman, Director
RE: Letter of Recommendation

Dear Sir or Madam,

New Hanover County utilized D&J Enterprises as their primary debris removal contractor following Hurricane Florence. New Hanover County took a direct hit from Florence, which created extensive inland flooding, substantial structural damage, and uprooted or damaged tens of thousands of trees.

D&J had a road clearing team ("cut and shove") on the ground less than 72 hours of landfall, and completed initial clearing operations in a matter of days, despite having to contend with flooded roadways and heavy rainfall.

Following road clearance operations, debris removal crews began arriving in waves. I was impressed with how quickly assets were put into service, considering that all major roadways into the county were impassable for nearly a week. Debris removal crews, led by D&J's highly experienced field supervisors, cleared over 1.24 million cubic yards of vegetative debris and 77,000 cubic yards of demolition debris in under 90 days. Additionally, they set up and managed two satellite drop-off sites for residents and businesses to utilize given only a few days' notice. All debris management sites that D&J managed were returned to a condition that was satisfactory to the property owner.

Communications between New Hanover County staff and D&J's leadership team were clear, timely, and always presented a "can do" attitude.

I would recommend D&J to any town, city, or county that is looking for a reliable, experienced team to manage debris removal and recovery efforts, whether large or small.

Respectfully,





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

REFERENCES



ENGINEERING & INFRASTRUCTURE DEPARTMENT

Engineering Division · Facilities Management Division · Landscaping & Grounds Division · Public Utilities Division

January 7, 2019

D&J Enterprises, Inc.
Attn: Jason Sanders, Vice President
3495 Lee Rd 10
Auburn, AL 36832

Dear Mr. Sanders,

Cumberland County appreciates the efforts D&J Enterprises, Inc. has made in assisting the citizens of our community recover from the destruction left behind from Hurricane Florence. Upon completion of your field crew's collection efforts of the final pass on Saturday, January 5th, Cumberland County has now completed storm debris removal left behind from Hurricane Florence. With that said, please let this letter serve as Cumberland County releasing D&J Enterprises, Inc. from further work directly related to Hurricane Florence.

Thank you for your patience and cooperation in getting this debris collected and properly disposed of. While I hope our community can avoid future disasters, it is comforting to know that the County has a pre-disaster contract in place with D&J Enterprises to assist in our recovery efforts if the need should arise.

Sincerely,

Jeffery P. Brown, PE
Engineering & Infrastructure Director

Engineering & Public Utilities
130 Gillespie Street, Suite 214
Fayetteville, NC 28301
(910) 678-7636

Facilities Management
420 Mayview Street
Fayetteville, NC 28306
(910) 678-7699

Landscaping & Grounds
807 Grove Street
Fayetteville, NC 28301
(910) 678-7560





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

REFERENCES



City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706-1839
727-367-2735
www.stpetebeach.org

June 27, 2018

Mr. Jason Sanders
Operations Manager
D&J Enterprises
3495 Lee Road 10
Auburn, AL 36832

Subject: Hurricane Irma Emergency Debris Removal

Dear Mr. Sanders,

As we enter the 2018 Hurricane Season I am reminded as to your outstanding support to the City of St. Pete Beach following Hurricane Irma in September through December 2017. On the day we evacuated the island in the face of a disaster of unknown proportions, I sent you a note asking you if we could activate our contract with D&J and in 90 minutes I was assured that yes indeed, you would be standing by to assist us as needed. That was reassurance well received as we waited through the night at the EOC for what the storm would bring.

After the storm passed we were able to assess the damage and storm blown vegetative debris was extensive. While other Cities across Florida courted your resources with higher rates your company stood by your contract with us. Multiple debris collection passes resulted in the staging of over 14,000cy of vegetative debris, far more than expected. The collection, reduction and hauling away of the debris was all done in a professional, courteous and efficient manner.

It was a pleasure working with you to get St. Pete Beach back to normal and I am reassured that if the need arises again, D&J will be by our side for whatever the storm may bring.

Thank you for your partnership and professionalism.

Sincerely,

Michael F. Clarke
Public Works Director
St. Pete Beach, Florida





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

REFERENCES



January 18, 2018

Mr. Jason Sanders
Operations Manager
D&J Enterprises
3495 Lee Road 10
Auburn, AL 36832

Subject: Hurricane Irma – Emergency Debris Removal and Hauling

Mr. Sanders,


We wanted to take this opportunity to express our sincere appreciation and admiration for the debris management services that D&J Enterprises provided after Hurricane Irma. At a time where other contractors were not following through with their obligations, your willingness and fast response to the City of Altamonte Springs was critical to our storm cleanup operations.

We are proud to work with such an outstanding company whose professionalism and dedication are reflected in the way you go about your job. A special thank you to Mr. William Liveoak and Mr. Jackie Hickman for all of their hard work during our clean-up operations. Mr. Liveoak was able to secure and organize the subcontractors to ensure that D&J Enterprises had the amount of resources needed to serve the City. Mr. Hickman had the energy and ability to efficiently and effectively manage and operate the temporary storage and debris site.

D&J's ability to meet with the City one day after the hurricane and starting debris removal within five days after the event allowed the City to have the majority of the debris removed within 35 days and all mulch removed from the debris site 54 days after the hurricane. We greatly appreciate your swift response and overall assistance serving our residents and getting our City back to normal.

Thank you again for your dedication and performance during this storm event.

Sincerely,



Ed Torres, MS, PE, LEED AP
Director of Public Works & Utilities





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Orange, FL

REFERENCES



ORANGE FIRE DEPARTMENT

David Frenzel
Fire Chief

Lee Anne Brown
Deputy Chief

John Bilbo
Fire Marshal

January 16, 2018

Jason Sanders
D&J Enterprises
3495 Lee Road 10
Auburn, AL 36832

Mr. Sanders,

D&J Enterprises was awarded the contract for Emergency Standby Products and Debris Removal operations for the City of Orange in May of 2017. Little did we know that your services would be activated in August as a result of Hurricane Harvey.

As it became evident that the City of Orange would be impacted by Harvey, D&J was proactive in preparing to have assets ready to support our emergency operations. Your ability to have the necessary equipment in place in a timely manner was instrumental in keeping the City's infrastructure up and running.

After the passing of the storm, you had crews ready to start the debris removal almost immediately, working with us to work out the final details. The debris removal process worked well, even with having to make several passes due to the lag time citizens required in order to have all their debris out.

It was a pleasure to work with you and your company in getting our City back to its normal state of operation. Your overall proficient and professional services proved to be invaluable during our time of need. I am confident that should the need arise, D&J would be able to provide the same services again. Thanking you for the services you provided during our time of need, I remain;

Respectfully yours,

Lee Anne Brown
Deputy Fire Chief/EMC
City of Orange, Texas

501 N. Seventh Street • Orange, Texas 77630 • (409) 883-1050 • Fax: (409) 883-1912





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Petal, FL

REFERENCES

Hal Marx
Mayor

Melissa Martin
City Clerk

Thomas W. Tyner
City Attorney



Aldermen
Brad Amacker
Craig Bullock
David Clayton
Tony Ducker
William King
Clint Moore
Steve Stringer

March 17, 2017

Chip Starr
D&J Enterprises
Auburn, AL

Dear Chip,

The City of Petal appreciates the job D&J Enterprises has done in helping our citizens recover from the devastating tornado that struck our city on January 21, 2017. Your crews have been instrumental in speeding the recovery process for our citizens, so that we can begin to rebuild.

On behalf of the Board of Aldermen, I thank you for doing the job quickly and efficiently. I would highly recommend D&J to other cities facing large debris clean-up operations.

Sincerely,

Hal Marx
Mayor

www.cityofpetal.com

P.O. Box 564 • Petal, MS 39465 • Ph: (601) 545.1776 • Fx: (601) 545.6685





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

REFERENCES

**TOWN of BELVILLE***Incorporated 1977*

497 Olde Waterford Way, Suite 205
Belville, NC 28451

Telephone (910) 371-2456
Fax (910) 371-2474

April 17, 2015

To Whom It May Concern:

The Town of Belville contracted with D & J Enterprises, Inc. for its Phase II debris removal in 2014. The representatives were courteous and professional, and the quality of their work was exceptional. For those reasons, the town recommends D & J Enterprises to any municipality seeking debris removal services. For further information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Athina D. Williams'.

Athina D. Williams
Town Administrator





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

MONITORING FIRMS

Monitoring Firms Recently Worked With:

- **Thompson Consulting Services** - 2970 Cottage Hill Road Suite 190, Mobile, AL 36606

Wes Holden
Director of Operations
(o) 407.792.0018 | (c) 813.352.9942
wholden@thompsoncs.net

- **Tetra Tech** - 6303 Blue Lagoon Dr. Suite 305, Miami, FL 33126

Ralph Natale
Director, Post Disaster Programs
Direct +1 (321) 441-8523 | Mobile +1 (407) 580-8184
ralph.natale@tetrattech.com

- **Witt O'Brien's** - 818 Town & County Blvd., Suite 200, Houston, TX. 77024

Curt Johnson
Sr. Debris Specialist
Cell (207) 263-4454 Secondary Cell (340) 690-2411
cjohnson@wittobriens.com

- **Rostan Solutions** - 3433 Lithia Pinecrest Road Suite 287, Valrico, FL 33596

Austin Freeman
Ph: (832)978-0034
Em: afreeman@rostan.com

- **Landfall Strategies** – 7061 S. Tamiami Trail, Sarasota, FL 34231

Ryan Kelley
Ph: (321) 662-3738
Em: rkelley@landfallstrategies.com





REIMBURSEMENT ASSISTANCE

D&J has worked with all major monitoring firms. D&J enjoys a great relationship with each one. D&J prefers to work on projects where a monitoring firm uses electronic ticketing as this form of record keeping is transparent for all users.

D&J is devoted, dedicated and completely involved with regulatory and FEMA reimbursement procedure assistance to our clients for projects we are contracted. D&J's experience include any or all parts of Disaster Management Recovery, i.e. damage assessment assistance, preparation of NOI (Notice of Interest for FEMA Public Assistance), PW (Project Worksheet) estimation and preparation, Project Management, Documentation Preparation, data management, and final closeout preparation. Detail of services include disaster plan writing and preparation from Initial Damage Assessment through the Recovery Process to Final Closeout and Financial Audits/Reviews.

1. Disaster Plan Writing, Reviews and Training

All providers of services to the public who are eligible under 44 CFR for Public Disaster Assistance (FEMA Aid) should be prepared for a disaster through carefully written plans well before the event takes place. A carefully written plan is reviewed at least annually, training completed for new employees with refreshers for experienced employees, response organizations drilled, and all facets working as a team. Because there are no department is spared from responsibility following a major disaster.

2. Damage Assessment and NOI preparation

Following a disaster, the need for accurate and quick damage assessment is vital in order to send correct information for the Notice of Interest in a Presidential declared disaster. Assessment will be completed by Categories A – G and analyzed by FEMA individual site procedures.

3. PW Preparation

Inspection teams, generally State and FEMA personnel, will accompany the grantee's representative for completion of PWs (Project Worksheets) previously DSR's (Disaster Survey Report). These have been explained to grantees as a quick estimate of damages to begin providing disaster monetary assistance. This is not a whole truth. It is necessary to complete PWs as accurately and as completely as possible. Grossly erroneous estimates, generally low, abound following a disaster. These are understandable to a degree, as the inspectors need to estimate many sites, possibly over a vast area in a short time. However, the signature of a grantee concurring with the scope of work that was estimated can cause significant problems when actual work needs to begin on the project on the way to recovery. As the grantee's consultant, we will complete PW analysis on a site by site basis as the inspectors complete theirs and arrive at our own conclusions. Whenever possible, our representative will complete estimates for project completion prior to the actual inspection.

4. Project Management through Recovery

Project management includes the orderly completion of a project from start to finish for the recovery process. Services include: Procurement for projects under FEMA and State guidelines;





bid performance reviews and bid tabulation; contractor oversight and documentation management; regular project evaluations and submissions of request for reimbursement.

5. Final Closeouts

Closeout services are designed to satisfy the documentation requirements of FEMA auditors for final close-out procedures. The orderly preparation of documentation will be completed by conducting the following tasks:

A. Review all PW files. Familiarization of each individual project and deficiencies of the file; cost analysis, and scope of work as relating to the PW, D.1 and D.3 reports.

B. Organization of teams made up of appropriate and responsible members of the department having a role in the specific PW.

- Work for departments will be arranged not to exceed a two-hour period of the workday, so normal duties will not be disproportionately affected. Work requested will directly reflect scopes of work in PW's and reflect Purchase Order documentation or Force account labor or equipment records.

C. Project status in regard to deficiencies, progress, and needs will be completed in scheduled 2-hour briefing / debriefing sessions with appropriate Department Heads, arranged in such a manner as to minimize the time away from normal duties.

D. Prepare scope of work justifications, which will include narratives, fiscal documentation related specifically to the PW under review, and content documentation of completed projects, i.e. photo documentation, bid proposals, invoices, contracts etc.

E. Reconciliation of invoices to appropriate Purchase Orders and PW's scope of work.

F. Detailed analysis and reconciliation of Force Account Equipment, Materials and Force Account Labor with work orders and equipment cost codes.

G. A "Detailed Summary of Documentation" will be prepared for all Large Project PW's (>\$TBD for each disaster).

H. Small Project PW's will be reviewed and recommended for closeout based on overrun documentation. If an overrun exists, preparation will be completed in similar documentation methodology as a Large Project PW but will be completed cumulatively.

I. Documentation gathered and confirmed correct and reimbursable from items I – IV above, i.e. PO's, invoices, cancelled checks, contracts, public notices, bid tabulations, force account labor and equipment information will be summarized with easy reference tabs. Then they will be attached in document format to coincide with the guidance document utilized by FEMA inspectors.

J. Prepare draft "Letter Requesting Closeout", for the grantee's Official Representative Signature.





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

K. Provide Technical Assistance at time of official inspection.

RECORD KEEPING AND REPORTING

The following is a step-by-step outline of the procedures normally followed by D&J Enterprises' personnel in the tracking of quantities of debris removed from the Rights-Of-Way using 5-part paper load tickets. All records are maintained in an electronic format and are backed-up and stored daily. In addition, the hard copies of the trip tickets and all daily reports are maintained in a separate storage facility in the home office for a period of seven years.

1. All Debris Loads will be recorded on 5-part ticket
2. The 5-part ticket books will be issued to the Government's Representative at the Pickup Point.
3. The Government's Representative will originate the 5-part Load Ticket and sign the ticket also recording the debris type (burnable, non-burnable, mixed or other), time and pickup point location on the ticket.
4. The Government's Representative will retain one copy of the ticket and give the remaining four tickets to the Truck Driver.
5. The Truck Driver will hand the four tickets to the Government's Representative at the TDSRS.
6. After inspecting the load for capacity and debris type, the Government's Representative will make whatever notations may be necessary including notating the time and sign the four carbon copies.
7. After signing the ticket copies, the Government's Representative will retain two copies of the ticket and give the remaining two copies to the Truck Driver.
8. One of the two copies of the ticket retained at the inspection tower will be provided to the Dump Site (DML/TDSRS) contractor.
9. The Government shall post for its records from the tickets collected at the TDSRS.
10. The Truck Driver shall return one copy of the ticket to the Contractor and shall retain one copy for his/her records.
11. The Contractor shall post his tickets daily and compare his daily records with the Government's posted records to determine and reconcile any differences.

The contractor shall post his copies of all tickets received daily on spreadsheet software that will allow for data storage and sorting in such a manner as to allow for easy comparison to Government postings. Information posted and recorded will reflect the following:

- Date
- Ticket Number
- Subcontractor
- Truck Number
- Truck's Measured Capacity
- Quantity of Debris Delivered
- Description of debris to reflect Vegetative, C & D, Mixed, Other (White Goods, HHW, Stumps, etc.)
- The location where the debris was picked up
- The location where the debris was delivered

The contractor shall retain his copy of the tickets in numerical sequence for any future references. The Contractor shall prepare his invoices to present to the Government Agency from the reconciled daily reports.





ADMS

An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster incident. An ADMS operates on a mobile device and utilizes a storage medium such as a smart card, barcode, QR code or other technology for storing captured information obtained in the field. Through the implementation of technologies such as geographic information systems (GIS), digital photography, mobile platform software, etc., the propensity for human error, fraud, data entry error, and reconciliation challenges are considerably reduced resulting in efficiencies, increased accuracy and cost savings. The U.S. Army Corps of Engineers (USACE) has provided ADMS specifications as part of its Advanced Contracting Initiative (ACI) for disaster response. These specifications, which are satisfied by the Thompson Data Management Suite (TDMS), have established a baseline for performance and requirements that serve as a standard for ADMS industry wide.

The TDMS meets the USACE ACI specification standard for ADMS and is configured to document a variety of debris removal activities and programs to include:

- Truck Certification
- Right-of-Way (ROW) Collection
- Hazardous Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project Administration
- Monitor Management

The TDMS includes our hardware solution or handheld device, *TDMSmobile*, which allows us to capture data in the field and provide near real-time analysis through our software solution, *TDMSweb*, which is a variety of web –based software applications that serve as the backbone for data storage and management. The TDMS hardware and software solution provides clients the ability to manage and monitor debris removal missions electronically.

TDMSmobile provides enhanced quality control through geo-fencing, geocoding, and location verification. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. This enhanced level of accuracy and corroboration increases the efficiency and production of debris removal operations.

TDMSweb is a web-based application that serves as the backbone of the TDMS for storage and data management while providing access to viewing, querying, sorting, reporting, mapping and managing project related data and documents.





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

FLORIDA CERTIFICATE OF GOOD STANDING

State of Florida

Department of State

I certify from the records of this office that D & J OF ALABAMA, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on February 11, 2004.

The document number of this corporation is F04000000940.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 16, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of January, 2020*



Laundreae
Secretary of State

Tracking Number: 7651229517CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

FLORIDA DOT CERTIFICATE OF QUALIFICATION



Florida Department of Transportation

RON DESANTIS
GOVERNOR605 Suwannee Street
Tallahassee, FL 32399-0450**KEVIN J. THIBAUT, P.E.**
SECRETARY

February 2, 2021

D & J ENTERPRISES, INC.
3495 LEE ROAD 10
AUBURN, ALABAMA 36832-8040

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 3/30/2022. However, the new application is due 1/31/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/](https://fdotwp1.dot.state.fl.us/ContractorPreQualification/)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Darlene Anderson, forAlan Autry, Manager
Contracts Administration Office

AA:cg

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov



D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

LITIGATION STATEMENT

5/4/2021

City of Pembroke Pines, FL
Attn: Purchasing
8300 South Palm Drive
Pembroke Pines, FL 33025

Re: RFP AD-21-02 – Disaster Debris Management Services

- D&J Enterprises, Inc. and its principals have had no criminal proceedings, convictions, and have had no known pending litigation, criminal or civil in the past 10 years.
- D&J Enterprises, Inc. has no prior complaints (both substantiated and otherwise) filed with any governmental agency and has no regulatory or license agency sanctions in the past 10 years. This includes the company and its employees.
- D&J Enterprises, Inc. has never canceled a contract, nor ever had a contract canceled for any reason.
- D&J Enterprises, Inc. has no conflict of interest pertaining to this RFP.
- D&J Enterprises, Inc. takes no exceptions to this RFP.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jason Sanders', is written over a light blue, wavy line that serves as a guide for the signature.

Jason Sanders
Vice President of Operations





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

QUALIFICATIONS

Prepared. Fast response. Management. Owned Equipment. Year-round staff. Excellent work. Safety. Maximum reimbursement. That is the D&J Way.

D&J Enterprises, Inc. is a stand-alone business with assets and methods that are irreproachable by any other debris contractor. D&J has the personnel, equipment, trucks, subcontractors, financial capabilities, bonding capacity, methods, and procedures that make D&J a premier contractor. No other disaster company employs approximately 200 employees on a daily basis that are ready to respond at a moment notice with over \$30,000,000 of **COMPANY OWNED** equipment. D&J is completely **self-sufficient** and capable of **self-performing** debris removal contracts.

D&J has over 5,000 subcontractors and national accounts with all major equipment rental agencies that, along with D&J employees and company equipment, will ensure a fast response and work will begin in a timely manner. Even with these agreements and accounts, every debris removal operation will have **D&J personnel and equipment present 100% of the time.**

D&J Enterprises, Inc., **Federal ID No. 63-0943382**, is a corporation owned by Richard D. Starr and James L. Starr incorporated in 1987 in Auburn, AL, after acquiring the assets of their father's company, Starr & Sons Contracting. D&J has been in the disaster debris removal field for more than fifty years. D&J has an outstanding record of completing all contracts awarded to the company and has **never defaulted** on any contracts, and **never had a payment or performance bond called** on any contracts.

D&J has performed several large-scale debris projects across the United States, Caribbean, and Japan for cities, counties, and the U.S. Army Corps of Engineers. D&J is capable of handling any size of disaster related removal. D&J has removed and processed over **40,000,000 cubic yards** of debris and performed over **\$1,000,000,000.00** work throughout our company history.

This fact is supported in the following submittal by showing examples of having served as the prime contractor for numerous large-scale debris removal operations. D&J was the prime contractor for 14 counties and 4 municipalities in Texas following Hurricane Rita, removing and disposing over **6 million CY's** of disaster related debris. D&J has operated as many as 15 contracts simultaneously and employed as many as 600 employees and an additional 500 subcontractors in a single contract. Disaster debris removal and disposal service operations have also led D&J outside the U.S. to places such as Haiti, Caribbean and Japan.

D&J Enterprises, Inc. is a **U.S. Army Corps of Engineers primary contractor** and has pre-position contracts throughout the US.

D&J believes that training and pre-planning are essential to running a successful debris removal operation. D&J employees are constantly expanding their training by taking OSHA, FEMA, and US Army Corps of Engineers courses. Courses cover every topic and aspect of a debris operation including management, quality control, safety, reimbursement, and operations. That is why D&J offers training and pre-planning to our clients **included in the contract at no additional cost.**





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

D&J is very familiar with the scope of work required for this RFP. Work may include emergency clearing for the first several hours of operation, debris load & haul from rights of way and proper disposal, stump removal, right of entry work, removal and disposal of leaning trees and hangers, and hazardous removals. All work will be completed in accordance with federal, state, and local guidelines. **D&J is committed to following FEMA's Public Assistance Program and Policy Guidelines and meeting 2 CFR requirements.** D&J will ensure that all work is reimbursable. D&J will continue to work with our clients after debris removal is complete to help receive any available state and federal reimbursements.

D&J Main Office: 3495 Lee Road 10, Auburn, AL 36832
Phone: 334-821-1249
Fax: 334-821-5227

Point of Contact: Jason Sanders, Vice President of Operations
Cell Phone: (334) 559-0106
Email: jason@djenterprises.net

Normal Business Hours: Monday-Friday 6 am to 5 pm CST
Storm Event Hours: As required

If awarded this contract, D&J would be strongly committed to perform the work as can be seen by past performance on similar projects. Thank you for your kind considerations.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jason Sanders', with a long horizontal flourish extending to the right.

Jason Sanders
Vice President of Operations





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

RESUMES

AVAILABLE WORK FORCE

The principals and officers of D&J know that the company's employees are its most dynamic asset. Special attention is given to management supervision and the training and development of its individuals. The company's employees are subject to retraining and refresher courses whenever available in each skilled discipline. Its supervisors, project managers, engineers and foremen annually take training and/or refresher courses in management practices, ethics and environmental policies, regulations and procedures. Operators are always supervised and when appropriate, trained on the safety, maintenance and operational limits and capabilities of new or upgraded equipment. Drivers are required to be safety trained and independently licensed before they are allowed to operate vehicles and their performances are reviewed daily. Mechanics regularly attend refresher and new equipment/upgrade training courses held by the manufacturers of D&J owned equipment. All mechanic work is inspected and reviewed in the company's 20,000 sq.ft. shop facilities by the chief mechanic before being released to field projects. All laborers are supervised and trained by skilled journeymen and foremen in their respective fields. Administrative and clerical personnel are frequently attending software and management refresher and upgrade courses and are encouraged to stay abreast of new technologies and procedures.

D&J utilize a state-of-the-art ticketing system for recording and compiling all loads moved during a debris recovery. Training is regularly conducted on this system at D&J. This training is conducted and reviewed regularly to prevent instances of fraud, waste and abuse. Employees are trained to recognize mistakes and changes in quantities or increases in tickets that would signify fraud. D&J trains its employees to sort and separate materials to decrease the amount of waste.

D&J Enterprises, Inc. current database contains a listing of over 500 employees available for disaster response. This database includes approximately 200 **full-time current employees**, and over 300 experienced reserve personnel on call to D&J Enterprises, Inc.

***Please see the following pages for a list of core staff.**





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

RESUMES

NAME	TITLE	QUALIFICATIONS
Richard D. Starr	President and CEO	<ul style="list-style-type: none"> - 53 Years of Disaster Recovery Experience - OSHA 30 HR Construction - HAZWOPER First Responder - USACE Construction Quality Management - Trench & Excavation Safety - NEC 1005 - CPR/First Aid
James L. Starr	Secretary/Treasurer and COO	<ul style="list-style-type: none"> - 53 Years of Disaster Recovery Experience - Bachelor of Civil Engineering - OSHA 30 HR Construction - HAZWOPER First Responder - USACE Construction Quality Management - Trench & Excavation Safety - NEC 1005 - CPR/First Aid
Christopher "Chip" M. Starr	Executive Vice President	<ul style="list-style-type: none"> - 24 Years of Disaster Recovery Experience - OSHA 30 HR Construction - HAZWOPER First Responder - USACE Construction Quality Management - Trench & Excavation Safety - NEC 1005 - CPR/First Aid
William Liveoak	Chief Engineer	<ul style="list-style-type: none"> - 20 Years of Disaster Recovery Experience - Bachelor of Civil Engineering - OSHA 30 HR Construction - NEC 1005, 9031 - USACE Construction Quality Management - Trench & Excavation Safety - CPR/First Aid
Jason Sanders	Vice President of Operations	<ul style="list-style-type: none"> - 17 Years of Disaster Recovery Experience - EM385-1-1 - FEMA NIMS Courses - USACE Construction Quality Management - HAZWOPER First Responder - CPR/First Aid
Paul Bridge	Senior Project Manager	<ul style="list-style-type: none"> - 35 Years of Experience - Engineering Degree - Business Management Degree - OSHA 30 HR Construction - Trench & Excavation Safety - CPR/First Aid





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

NAME	TITLE	QUALIFICATIONS
Chris Hawkins	Director of Safety and Compliance	<ul style="list-style-type: none"> - OSHA 510, 30 HR Construction, 30 HR GI - OSHA 132 Occupational Safety and Health Professional - OSHA 7115 LOTO - USACE Construction Quality Management - GHS and OSHA HAZCOM - OSHA 10 Con and GI - CPR/First Aid - Oil, Gas, and Nuclear Construction Safety - FEMA NIMS Courses - Hazardous Materials
Andres Castro	Director of Operations	<ul style="list-style-type: none"> - 17 Years of Account/Project Management - Lean Six Sigma Certification - EM385-1-1 - FEMA NIMS Courses - HAZWOPER First Responder - CPR/First Aid - Class A Commercial Driver's License
Spencer Sisson	Project Manager	<ul style="list-style-type: none"> - 15 Years of Project Management - EM385-1-1 - USACE Construction Quality Management - FEMA NIMS Courses - OSHA 30 HR Construction - CPR/First Aid
Mack Stokes	Project Manager	<ul style="list-style-type: none"> - 26 Years of Disaster Recovery Experience - Trench & Excavation Safety - CPR/First Aid
Tony Downing	DMS Manager	<ul style="list-style-type: none"> - 30 Years of Experience with D&J - OSHA 30 HR Construction - Trench & Excavation Safety - Certified Flagger - CPR/First Aid
Ian Brannon	Project Manager	<ul style="list-style-type: none"> - 8 Years of Disaster Recovery Experience - OSHA 30 HR Construction - Trench & Excavation Safety - CPR/First Aid
Dan Goldsmith	Project Manager	<ul style="list-style-type: none"> - 2 Years of Disaster Recovery Experience - EM385-1-1 - Experienced in managing monitors - Experienced in FEMA guidelines - HAZWOPER First Responder - FEMA NIMS Courses - CPR/First Aid instructor





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

NAME	TITLE	QUALIFICATIONS
Antonio Lee	Project Manager	<ul style="list-style-type: none"> - 14 Years of Disaster Recovery Experience - Experienced in managing monitors - Experienced in FEMA guidelines - FEMA NIMS Courses - CPR/First Aid
Lynn Tapley	Equipment/Logistics Manager	<ul style="list-style-type: none"> - 26 Years of Experience with D&J - OSHA 30 HR Construction - Certified Mechanic - CPR/First Aid - Class A Commercial Driver's License
Cameron Scalf	Fleet Maintenance Manager	<ul style="list-style-type: none"> - 4 Years of Experience with D&J - Trench & Excavation Safety - CPR/First Aid
Jackie Hickman	DMS Manager	<ul style="list-style-type: none"> - 32 Years of Experience with D&J - OSHA 30 HR Construction - Trench & Excavation Safety - CPR/First Aid
Jon Manley	Field Engineer	<ul style="list-style-type: none"> - 24 Years of Experience with D&J - OSHA 30 HR Construction - Trench & Excavation Safety - CPR/First Aid
Chris Manley	DMS / Field Maintenance Manager	<ul style="list-style-type: none"> - 24 Years of Experience with D&J - Trench & Excavation Safety - CPR/First Aid
Scott Manley	Fleet Maintenance Manager	<ul style="list-style-type: none"> - 15 Years of Experience with D&J - Trench & Excavation Safety - CPR/First Aid
Jeremiah Johnson	Fleet Maintenance Manager	<ul style="list-style-type: none"> - 13 Years of Experience with D&J - Experienced welder - CPR/First Aid





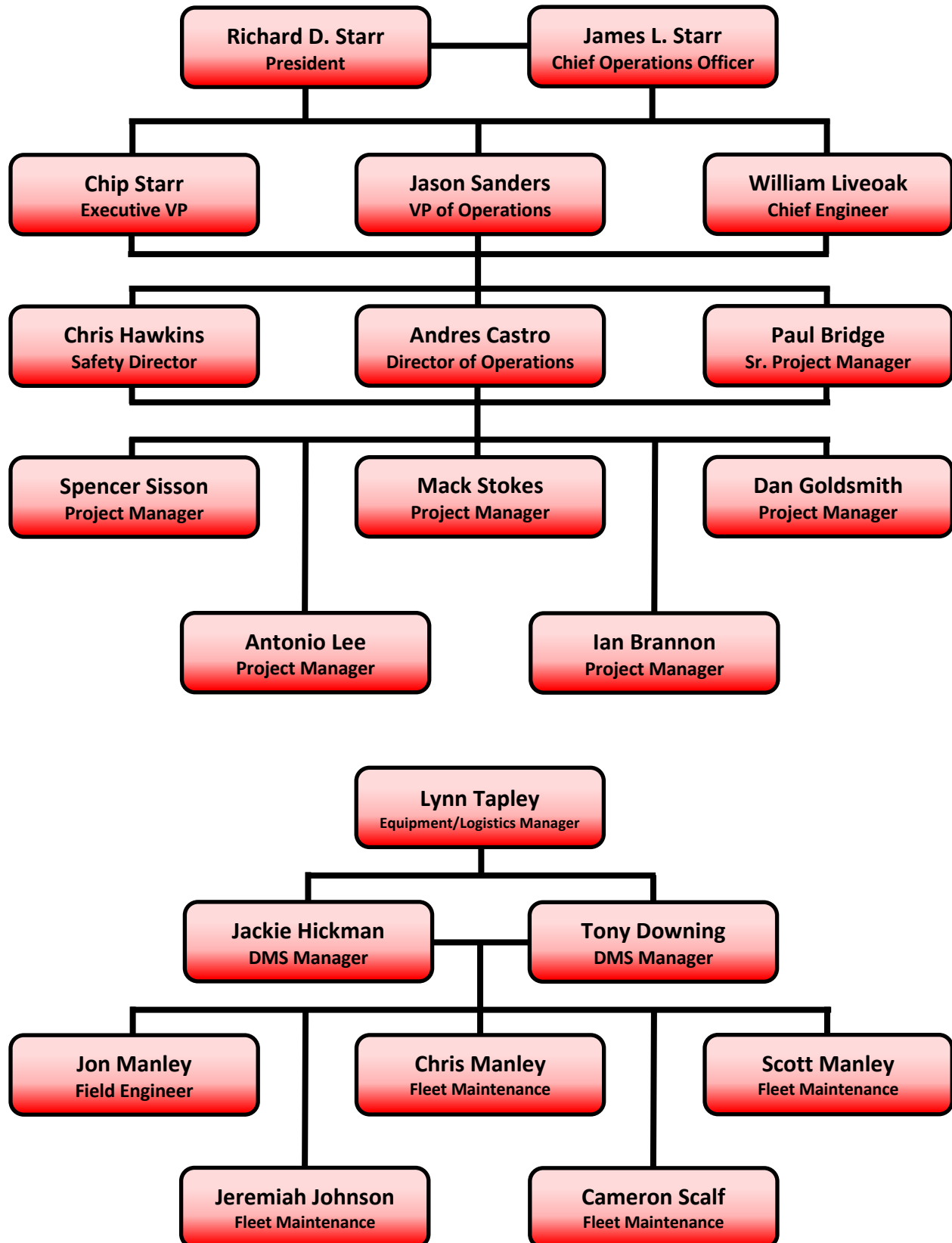
D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

ORG CHART





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

SUBCONTRACTORS

Subcontractor Use

In addition to D&J's own company-owned equipment and manpower resources, the principals of D&J Enterprises have developed a strong alliance with many smaller contractors over the past 50+ years of performing Disaster Response/Debris Management projects throughout these Regions. These contractors have each worked for D&J and because of the company's reputation for accurate record keeping and prompt payment, many have a "first call" commitment to respond to D&J projects.

D&J uses local subcontractors and local labor force whenever possible.

D&J has over 5,000 committed subcontractors throughout the United States.

This allows D&J a greater advantage in being able to respond quickly and also in its ability to organize a larger workforce by utilizing its own extensive equipment and manpower resources coupled with its relationship with debris removal and reduction subcontractors representing thousands of pieces of loading, hauling, and reduction equipment.

Before any subcontractors are assigned to any project, a Subcontract Agreement and questionnaire is completed. Documents which are executed include; Signed Affidavit as to criminal and debarment history, copy of current Liability Insurance Policy, copy of Current Workman's Compensation Insurance Policy and Executed/Signed IRS Form W-9 with proper name, address and EIN No.

D&J takes advantage of every opportunity to utilize local subcontractors.

D&J has a 25% local vendor and 15% SBE goal for this mission.

D&J ENTERPRISES, INC WILL **SELF-PERFORM 30%** OF THIS CONTRACT AND HAVE COMPANY OWNED EQUIPMENT ON SITE AT ALL TIMES.

Proposed Subcontractors:

Tree Care Inc. – 20 Years of Disaster Recovery Experience – Load and Haul, DMS Operations
1000 Pruden Ave. Dayton, OH 45403

Christopher Contracting – 22 Years of Disaster Recovery Experience – Load and Haul
13605 Petty Rd. Kearny, MO 64060

B&C Enterprises – 19 Years of Disaster Recovery Experience – Load and Haul
2015 United Dr. Huger, SC 29450

Dorado Services – 15 Years of Disaster Recovery Experience – Load and Haul, DMS Operations
195 West Seminole Blvd. Sanford, FL 32771





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

SUBCONTRACTORS

D&J ENTERPRISES, INC. - SUBCONTRACTOR LIST



SUB-CONTRACTOR	ADDRESS	CITY	STATE	ZIP	DEBRIS HAULING TRUCKS	DEBRIS LOADING EQUIPMENT	TREE TRIMMING AND REMOVAL EQUIPMENT	TDSRS AND LANDFILL EQUIPMENT	DEBRIS REDUCTION RECYCLING EQUIPMENT	DEMOLITION EQUIPMENT	SMALL BUSINESS, WOMAN/MINORITY OWNED, DISABLED, VETERAN, HUB
A&K Construction			AL		X	X	X			X	X
Bevel Trucking	944 Evans Road	Langston	AL	39755	X						X
Chuck Hughes Excavating	P. O. Box 24	Fyffe	AL	35971	X	X	X			X	X
Crowder/Gulf	5535 Business Parkway	Theodore	AL	36582	X	X	X		X	X	X
FEM Trucking	12749 Jefferson Drive		AL	35456	X	X					X
Fuzzell, Stewart Contracting	361 Summit Blvd.	Birmingham	AL	35243	X	X	X		X	X	X
Greg's Trucking	P. O. Box 27	Flatrock	AL	35966	X	X					X
Hankins, Sonny D/B/A Wind, Inc.	25940 Country Road 83	Robertsdale	AL	36567	X	X					X
Hopkins, Connie Trucking	8065 Grand Oaks Drive	Theodore	AL	36582	X	X	X				X
Hull, Robert L, Jr. Trucking	1429 Lee Rd. 81	Booth	AL	36008	X	X					X
J. Jaguar Landscaping/JCH	1935 Janet Ln	Decatur	AL	30035	X	X	X			X	X
Jackson, Billy Trucking	1016 Franklin Ferry Rd.	Oaman	AL	35579	X	X					X
Jacobsen Tree Service			AL		X	X	X			X	X
K & S Company	16485 Co Rd 59	Woodland	AL	36280	X	X					X
Kyle Smith Farms	3051 D Merchant Rock Rd	Churchula	AL	36521	X	X					X
Lowery, Donald Trucking	5414 19th Street E.	Tuscaloosa	AL	35404	X	X					X
Maddox Trucking, LLC	10 Honeysuckle Ct	Wetumpka	AL	36093	X	X					X
Murchinson, Darrell Trucking	1838 Sewell Road	Titus	AL	36080	X	X	X			X	X
Parker Building			AL		X	X	X		X	X	X
SRS			AL		X	X	X		X	X	X
Supreme Lawn Care		Auburn	AL	36832	X	X	X		X	X	X
Treesmith			AL		X	X	X				X
Walden, Jerry Trucking	1838 Sewell Road	Titus	AL	36080	X	X				X	X
War Eagle Logistics			AL		X	X	X			X	X
Wolf Creek Farms	P.O. Box 340	Notasulga	AL	36866	X	X					X
B & O Services	8378 Rockwell Lane	Fairhope	AL	36532	X						X
Barnhart Welding			AL		X	X				X	X
Bolin			AL		X					X	X
Infinity Site Management	P O Box 1756	Fairhope	AL	36533	X	X	X		X	X	X
JGF Contractors			AL		X	X	X		X	X	X
Lewis Trucking			AL		X	X					X
Mims Recycling	7600 Highway 280 West	Auburn	AL	36830	X	X					X
Sammy Keeble	461 Old Millers Ferry Road	Dadeville	AL		X	X					X
Triangle Construction	P.O. Box 5	Cordova	AL	35550	X	X	X			X	X
Webb & Webb Trucking			AL		X	X	X			X	X
Zero	7600 Highway 280 West	Auburn	AL	36830	X	X					X
B&B Hauling	1547 Center St.	Arkadelphia	AR	71923	X	X					X
B&G Enterprises	319 Gravett Rd.	Arkadelphia	AR	71923	X	X					X
Campbell & Sons Lawn Care	PO Box 194062	Little Rock	AR	72219	X	X	X			X	X
Cubillas, Edmundo	1320 N. Poplar	N. Little Rock	AR	72114	X	X					X
D. Edwards Trucking	4709 Charles Rd.	Pine Bluff	AR	71602	X	X					X
Danny Zelevnyak	1718 Hwy 70 W	Dequeen	AR		X	X					X
Davis, Johnny	1610 Rushing Rd.	Little Rock	AR	72210	X	X					X
JB1 Trucking	8606 Earl Chadick Rd.	Sherill	AR	72152	X	X					X
Lambert Construction	PO Box 46391	Little Rock	AR	72214	X	X					X
Ronnie Sheets	147 Bellringer Cir.	Hot Springs	AR	71913	X	X	X				X
Stacy Johnson Trucks	4048 Willow Glenn Circle	Sherwood	AR	72120	X	X					X





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

D&J ENTERPRISES, INC. - SUBCONTRACTOR LIST



SUB-CONTRACTOR	ADDRESS	CITY	STATE	ZIP	DEBRIS HAULING TRUCKS	DEBRIS LOADING EQUIPMENT	TREE TRIMMING AND REMOVAL	TDSRS AND LANDFILL EQUIPMENT	DEBRIS REDUCTION RECYCLING EQUIPMENT	DEMOLITION EQUIPMENT	SMALL BUSINESS, WOMAN/MINORITY OWNED,DISABLED, VETERAN, HUB
T. J. Trucking	2221 South Maple	Pine Bluff	AR	71603	X	X					X
Tony Millisaps	30034 SR 27	Hector	AR	72843	X	X		X			X
VMS	1453 HWY 234	Ashdown	AR	71877	X	X	X			X	X
Daane Excavating	30320 Bandy Road	Little Rock	AR	72223	X	X		X			
MMRS, Inc	2510 S. 2nd Avenue	Paragould	AR	72450	X	X					
Thomas Robertson	3202 Hwy 79 South	Camden	AR	71701	X	X	X			X	
Troy Brown	104 Megan Drive	Monticello	AR	71655	X	X	X	X			
L&D			AZ		X	X	X				X
Rockwell, Daniel Trucking	9250 Trailerhead Point	Pedley	CA	92509	X	X					X
Alpha II Trucking	P. O. Box 1465	Greeley	CO		X	X	X	X		X	X
Alpha Trucking			CO		X	X	X			X	
Kramer, Lewis Trucking	28 Dana Road	Danbury	CT	6811	X	X					X
A & G Trucking	5323 NW. 21st Court	Lauderhill	FL	33313	X	X					X
A & J Haulers, Inc.-Elsa Ramirez	P. O. Box 65-5353	Miami	FL	33265	X	X	X				X
Abad, Pedro Trucking	8851 NW. 119th Hallen Gardens	Kissimmee	FL	34741	X	X					X
Abullera, Francisco	211 NW 47th Ave, #1	Miami	FL	33126	X	X					X
Ali, Inshan	12682 Newfield Dr.	Orlando	FL	32837	X	X					X
American All Star Disaster Services	830 Reflection Cir Apt. 310	Casselberry	FL	32707	X	X	X	X		X	X
American Disaster Reclamation	4600 Mobile Hwy Suite # 9-316	Pensacola	FL	32505	X	X	X	X		X	X
Andrade, Hugo Trucking	11321 SW. 157th Court	Miami	FL	22196	X	X					X
Angel Trucking	345 Pine Avenue	Cocoa	FL	32922	X	X					X
Aborturf			FL		X	X	X	X		X	X
ARS Earthworks Inc.	P.O. Box 7827	Wesley Chapel	FL	33544	X	X	X	X		X	X
Arturet, Vincente Trucking	856 W. 32nd Street	Haileah	FL	33012	X	X					X
AshBritt			FL		X	X	X	X		X	X
B & W Trucking	17221 SW 65th Court	Fort Lauderdale	FL	33331	X	X					X
Bio-Mass Tech, Inc	15212 SR 52	Land O Lakes	FL	34638	X	X	X	X		X	X
Bullditt	PO Box 1262	Ocala	FL	34478	X	X	X	X		X	X
County Waste	PO Box 308	Estero	FL	33928	X	X	X	X		X	X
Crenadez, Francisco Trucking	2906 Skyview Drive	Lakeland	FL	33801	X	X					X
D G & S Enterprise	886 Bumby Lane	Auburndale	FL	33822	X	X					X
Davis Trucking	3874 SE Hwy 441	Ockachobee	FL	34974	X	X					X
DCS-David Bush	866 Bumby Lane	Orvendale	FL	33823	X	X	X	X		X	X
Durrell Adams & Son, Inc.	6385 Holloway Road	Baker	FL	32531	X	X					X
E.J. Ramon & Son	19600 Belmont Drive	Miami	FL	33157	X	X					X
ENH General Haulers, Inc.	P. O. Box 65-4836	Miami	FL	33265	X	X	X				X
Enola Contracting Services, Inc.	P. O. Box 971	Chipley	FL	32428	X	X	X	X		X	X
Environmental Processing Systems	420 So. Dixie Hwy, Suite 4B	Coral Gables	FL	33146	X	X	X				X
Essex Bobcat & Landscape, Inc.	15863 SW 8th Ave.	Delray Beach	FL	33444	X	X	X	X		X	X
Global Environmental Solutions	9700 NW 70 Avenue	Miami	FL	33016	X	X	X	X		X	X
Gonzalez, Lazaro Trucking	3310 SW 90th Ave.	Miami	FL	33165	X	X					X
Green Acres LawnCare			FL		X	X					X
Heritage Tree Service	7327 SE CR 234	Gainsville	FL	32641	X	X	X	X		X	X
Huntly, Willie Trucking	1931 NW 187 Tr	Miami	FL	33056	X	X					X
Johnson, Jake Trucking	2064 Major Drive	West Palm Beach	FL	33415	X	X					X
Jose Macias	3659 525 St	Ft Pierce	FL	34981	X	X					X
Largaespada, Rudy Trucking	754 NW 22nd Place	Miami	FL	33125	X	X					X





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

D&J ENTERPRISES, INC - SUBCONTRACTOR LIST



SUB-CONTRACTOR	ADDRESS	CITY	STATE	ZIP	DEBRIS HAULING TRUCKS	DEBRIS LOADING EQUIPMENT	TREE TRIMMING AND REMOVAL	TDSRS AND LANDFILL EQUIPMENT	DEBRIS REDUCTION RECYCLING EQUIPMENT	DEMOLITION EQUIPMENT	SMALL BUSINESS, WOMAN/MINORITY OWNED, DISABLED, VETERAN, HUB
Larry Holley Tree & Lawn Spraying	Route 11 Box 588	Lake City	FL	32024	X	X	X	X	X	X	X
Lee, Dalton Trucking	P. O. Box 422	Floral City	FL	34436	X	X					X
Load Runner, Inc.	153 Meadow Ave	St. Augustine	FL	32095	X	X					X
Martin-Vertoli Trucking	1411 Dolphin Drive	Lakeland	FL	33801	X	X					X
Moore, James R. Trucking	P. O. Box 1068	Sharps	FL	32959	X	X					X
Moura, Luiz	7425 US 98 N. #35	Lakeland	FL	33809	X	X					X
Neighborhood Recovery	3900 NW 34th Terrace	Lauderdale Lakes	FL	33309	X	X					X
Nino, Luis Trucking	7815 W 30th Lane	Hialeah	FL	33018	X	X					X
Pennings, Muriel Trucking	5700 61st N.	St. Petersburg	FL	33708	X	X					X
Perez, Jose Trucking	14601 NW 185 St Lot A30	Miami	FL	33015	X	X					X
Perez, Milka Trucking	2524 Coral Way	Lakeland	FL		X	X					X
Perez, Narciso Trucking	2524 Coral Way	Lakeland	FL		X	X					X
Phil's Expert Tree Service	PO Box 970548	Coconut Creek	FL	33097	X	X	X	X	X	X	X
Powell Emergency Services			FL		X	X	X	X	X	X	X
Produce & More	P. O. Box 867	Polk City	FL	33868	X	X	X	X	X	X	X
Quant, Nelson A. trucking	2953 NW 14th Street #2	Miami	FL	33125	X	X	X	X	X	X	X
Quigada, Cristobal Trucking	30146 Skyview Drive	Lakeland	FL	33801	X	X					X
Reinfroe Trucking	P.O. Box 3528	Cocoa	FL	32924	X	X	X	X	X	X	X
Roberts Tree Service	9855 Elm Way	Tampa	FL	33635	X	X	X	X	X	X	X
Roman, Pedro Trucking	5362 W. 23 Court	Hialeah	FL	33016	X	X					X
Schweitzer, Roy Hauling	225 Palmeto	Freeport	FL	32439	X	X					X
Southern Hauling & Cont.	162 Cypress Street	Freeport	FL	32439	X	X	X	X	X	X	X
Symantzik, Albert Trucking	3737 Ferguson Street	Sarasota	FL	34233	X	X					X
Taylor's Hauling	4671 Cerny Road	Pensacola	FL	32526	X	X	X	X	X	X	X
Todd's Land Clearing	1050 SR 44	Eustis	FL	32736	X	X	X	X	X	X	X
Top Notch	11805 Chanticleer Dr	Pensicola	FL	32507	X	X	X	X	X	X	X
Tri State Asphalt Corp.	713 Carpenter Ave.	Leesburg	FL	34748	X	X	X	X	X	X	X
Truitt, Christopher Trucking	9315 Suncoast Terr.	Hudson	FL	34667	X	X					X
Universal Tractor	1903 Baldwin Dr	Orlando	FL	32806	X	X					X
Vertoli, Fernando Trucking	1014 W. Canal Drive	Lakeland	FL	33801	X	X					X
VP Tree Service			FL		X	X	X	X	X	X	X
Warrior Construction	13750 Hwy 89	Jay	FL	32543	X	X	X	X	X	X	X
Wendall Walters Trucking	6 Redwood Circle	Plantation	FL	33317	X	X	X	X	X	X	X
Zehr Engineering			FL		X	X	X	X	X	X	X
A-1 Able Rooter	5846 S. Flamingo Road #270	Cooper City	FL	33330	X	X					X
Allen Wilson			FL		X	X					X
B.Jordan/Vinnie			FL		X	X					X
Blonde Dog			FL		X	X					X
Brad Hansel	103900 Overseas Hwy	Key Largo	FL		X	X					X
City of Pensacola	8 Miami Drive	Key Largo	FL	33037	X	X	X	X	X	X	X
Coyote Landscaping	Po Box 12910	Pensacola	FL	32521	X	X					X
D & D Site Construction	4 Languna Street, Ste.201	Fort Walton Beach	FL	32548	X	X					X
Daniel Miles	125 Middle Street	Lake Mary	FL	32746	X	X					X
David Papillon Materials	8518 103rd Street	Jacksonville	FL	32210	X	X					X
David Portilla			FL		X	X	X	X	X	X	X
Douglas Valladares	5403 NW 192 In	Miami Gardens	FL	33055	X	X					X
J.L. Campos Co.	158 Normandy Drive	Tavernier	FL	33070	X	X					X
	13400 SW 184 Street	Miami	FL	33177	X	X					X





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

D&J ENTERPRISES, INC - SUBCONTRACTOR LIST

SUB-CONTRACTOR	ADDRESS	CITY	STATE	ZIP	DEBRIS HAULING TRUCKS	DEBRIS LOADING EQUIPMENT	TREE TRIMMING AND REMOVAL	TDSRS AND LANDFILL EQUIPMENT	DEBRIS REDUCTION RECYCLING EQUIPMENT	DEMOLITION EQUIPMENT	SMALL BUSINESS, WOMAN/MINORITY OWNED, DISABLED, VETERAN, HUB
Jordan/Dela Rosa			FL		X	X	X			X	X
No Sweat Relief Team	104 Paradise Harbor Blvd	North Palm Harbor	FL	33408	X	X					
Ramey Ivey	6009 Sunset Ave	Panama City	FL	32408	X	X	X	X	X	X	
Ray Management	P.O. Box 444	Floral City	FL	34436	X	X	X	X	X	X	
Robbek Custom Construction	1204 Saratoga Lane	Key Largo	FL	33037	X	X	X	X	X	X	
STN	21 N. Channel Drive	Key Largo	FL	33037	X	X	X	X	X	X	
TNT Concrete/Masonry	1650 Lake Harney Road	Geneva	FL	32732	X	X	X	X	X	X	
Waterfront Property	13630 50th Avenue North	Clearwater	FL	33760	X	X	X	X	X	X	
KVK Group	310 N 67 Avenue	Hollywood	FL	33024	X	X	X	X	X	X	
BLT			FL		X	X	X	X	X	X	
Bradley Smith			FL		X	X	X	X	X	X	
Cristian Landscaping			FL		X	X	X	X	X	X	
Darrell Boatman			FL		X	X	X	X	X	X	
Express One			FL		X	X	X	X	X	X	
Hawkins			FL		X	X	X	X	X	X	
Haynes Disaster			FL		X	X	X	X	X	X	
Manshack & Sons			FL		X	X	X	X	X	X	
MG Enterprises of Key Largo			FL		X	X	X	X	X	X	
NENI			FL		X	X	X	X	X	X	
Patch of Heaven			FL		X	X	X	X	X	X	
Browlee, Lewis A. Jr.	1489 Highpoint Rd.	Snellville	GA	30078	X	X	X	X	X	X	
Clayton Springs Farms	2128 Meadowcrest Terrace	Snellville	GA	30078	X	X	X	X	X	X	
Cliff Sizemore	786 Ebenzer Rd.	Buena Vista	GA	31803	X	X	X	X	X	X	
Cornwell's Ent., Inc.	2693 Ellen Way	Decatur	GA	30032	X	X	X	X	X	X	
Corporate Elite	1805 Roswell Road	Marietta	GA	30062	X	X	X	X	X	X	
D & R Trucking	4312 Snelling Drive	Columbus	GA	31907	X	X	X	X	X	X	
DG & S Enterprises	866 Rumbly Lane	Auburndale	GA	33823	X	X	X	X	X	X	
Fussell Enterprises	180 Gateway Drive	Fortson	GA	31808	X	X	X	X	X	X	
Key Contractors	1000 Key Road	Ellenwood	GA	30294	X	X	X	X	X	X	
Miller Development Co. Inc.	P.O.Box 508	Buena Vista	GA	31803	X	X	X	X	X	X	
Oglesby Trucking	17 Mountain Ct.	Stone Mountain	GA	30087	X	X	X	X	X	X	
Paul Martin Dump & Hauling	4074 Emerald Lake Dr.	Decatur	GA	30087	X	X	X	X	X	X	
Perrone Enterprises, Inc.	1919 Stonebrook Way	Lawrenceville	GA	30043	X	X	X	X	X	X	
Richmond Tree Service	2001 Glen Ellen Drive	Kennesaw	GA	30152	X	X	X	X	X	X	
RR Trucking	3660 Manhattan Dr.	Decatur	GA	30152	X	X	X	X	X	X	
Sneed, Herbert Trucking	4158 Stillwater Point	Ellenwood	GA	30294	X	X	X	X	X	X	
Thiessen, Peter Trucking	2500 Pleasant Hill Rd. # 1022	Duluth	GA	30096	X	X	X	X	X	X	
Williamson Dump Trucks	329 Brennan Road	Columbus	GA	30707	X	X	X	X	X	X	
World Wide Turbine	8313 Highway 341 South	Chickamauga	GA	30707	X	X	X	X	X	X	
Bobo Grinding Equipment, LLC			GA		X	X	X	X	X	X	
Dean Wilson			GA		X	X	X	X	X	X	
Earl Wilson			GA		X	X	X	X	X	X	
JAS Trucking			GA		X	X	X	X	X	X	
Jerry Lowe			GA		X	X	X	X	X	X	
Joshua Pridgen	5222 441 N	Broxtown	GA	31519	X	X	X	X	X	X	
M & M Logging / Cost Low Tree Service	2558 Lyons Bridge Road	Cave Springs	GA	30124	X	X	X	X	X	X	
Martin Redenbaugh			GA		X	X	X	X	X	X	



D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

D&J ENTERPRISES, INC. - SUBCONTRACTOR LIST



SUB-CONTRACTOR	ADDRESS	CITY	STATE	ZIP	DEBRIS HAULING TRUCKS	DEBRIS LOADING EQUIPMENT	TREE TRIMMING AND REMOVAL	TSRS AND LANDFILL EQUIPMENT	DEBRIS REDUCTION RECYCLING EQUIPMENT	DEMOLITION EQUIPMENT	SMALL BUSINESS, WOMAN/MINORITY OWNED, DISABLED, VETERAN, HUB
River Ace			GA		X	X	X			X	X
TSUNAMI Contracting	P.O. Box 2644	Woodstock	GA		X	X	X				
AAA Tree Experts			GA		X	X	X		X		X
Galvan, Antonio	1624 15th Ave.	Council Bluffs	IA	51501	X	X					X
Lasher, Dick Trucking	3224 6th Ave.	Council Bluffs	IA	51501	X	X					X
Melton, Trevor / Shirley Lust Trucking	1018 1/2 Ave B	Council Bluffs	IA	51501	X	X					X
Bartels Sawmill	P.O. Box 418	Chandlerville	IL	62627	X	X					X
Breneman Construction	200 Parkway Drive	Lincolnshire	IL	60069	X	X	X				X
Graves, Marvin	P.O. Box 950	Pawnee	IL	62558	X	X					X
Tullis, L.D. Trucking	1635 N. 1700 E. Road	Taylorville	IL	62568	X	X					X
David Casperson	10554 E Division Rd	Peru	IN	46970	X	X					X
Gutierrez Roofing	401 N Moreland Ave.	Indianapolis	IN	46222	X						X
Kelly Henry	4045 Co Rd 950E	Peru	IN	46970	X	X					X
Adkins, Steve	P.O. Box 208	Inez	KY	41224	X	X					X
Coal Dust Trucking	P.O. Box 102	Auxier	KY	41602	X	X					X
Dillon Trucking	624 Central Ave.	S. Williamson	KY	41503	X	X					X
Economy Trucking (Hauler)	P.O. Box 343	Barbourville	KY	40506	X	X			X		X
Henry Wright Trucking	661 Hwy 611	Pikeville	KY	41501	X	X			X		X
Hobson, Sammie L. Trucking	US Route 23 South	Hagerhill	KY	41222	X						X
KC Trucking Inc.	P.O. Box 183	Sabersville	KY	41465	X	X					X
Keither Bays Trucking	Box 572	Salversville	KY	41465	X	X		X			X
Larry M. Wright Trucking	P.O. Box 159	Isom	KY	41824	X		X		X		X
LD Wright Trucking, Inc.	P.O. Box 392	Staffordshire	KY	41256	X	X					X
Lovell Trucking, Inc.	124 Sackett Loop	Whitesburg	KY	41858	X	X					X
Mullins, Kenneth Trucking	Box 468	Jenkins	KY	41537	X						X
Preston Trucking	305 Euclid Ave.	Painsville	KY	41240	X	X					X
QD Express, Inc.	258 Sackett Loop	Whitesville	KY	41858	X	X					X
Riverace Transport	P.O. Box 3115	Pikeville	KY	41502	X	X					X
Terry's Trucking	P.O. Box 463	Hindman	KY	41822	X	X					X
TMT Trucking	P.O. Box 112	Denver	KY	41215	X	X					X
W & C Excavating	RR 2 Box 831	Hazard	KY	41701	X	X	X			X	X
Windfall Express, Inc.	P.O. Box 1205	Painesville	KY	41240	X	X				X	X
Wright, Doug Trucking	HC 322 Box 1372	Red Fox	KY	41847	X	X					X
Wright, Mitchell	P.O. Box 9	Isom	KY	41824	X	X					X
Breedings Heavy Haulers	P.O. Box 340	Isom	KY	41824	X	X					
Jimmy Nichols	36 Rainbow Drive	Whitesburg	KY	41858	X	X					
Judy Collins	1355 Hwy 7 N	Whitesburg	KY	41858	X	X			X		
RazorBack Trucking	124 Sackett Loop	Whitesburg	KY	41858	X	X			X		
Agstar	P.O. Box 356	Montary	LA	71354	X	X	X			X	
Christian Transport, Inc			LA		X	X					X
Jack Candiotta, Inc.	13463 W. Blackcat Road	Independence	LA	70443	X						X
Patrick Michel Trucking	107 Bumaster St.	Belle Chasse	LA	70037	X	X					X
Regency Construction, Inc.	287 Ru Piper	Slidell	LA	70461	X	X	X			X	X
Richardson, Melvin Trucking	5341 Prentiss Street	Shreveport	LA	71108	X						X
Vic Jr. Trucking, Inc.	105 Burmaster St.	Belle Chasse	LA	70037	X	X	X			X	X
Walker Farms			LA		X	X					X
B & C Trucking			LA		X	X					X





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

D&J ENTERPRISES, INC - SUBCONTRACTOR LIST



SUB-CONTRACTOR	ADDRESS	CITY	STATE	ZIP	DEBRIS HAULING TRUCKS	DEBRIS LOADING EQUIPMENT	TREE TRIMMING AND REMOVAL	TDSRS AND LANDFILL EQUIPMENT	DEBRIS REDUCTION RECYCLING EQUIPMENT	DEMOLITION EQUIPMENT	SMALL BUSINESS, WOMAN/MINORITY OWNED/DISABLED, VETERAN, HUB
B's Trucking Service	536 Sugermill Road	Opelousas	LA	70570	X						
Chef Durio	133 West Leonard Ave	Opelousas	LA	70570	X	X					
Family Land & Tree	3475 Hwy 3226	DeRidder	LA	79634	X	X					
Lake Area Materials	5355 Opelousas Street	Lake Charles	LA	70615	X	X					
Ledoux Equipment	1047 Chanteberry Road	Opelousas	LA	70570	X	X					X
Richard Thompson		LA	LA		X						X
Tim Small		LA	LA		X	X	X				X
TLC Lawn & Landscaping	389 Kings Ct	Kinder	LA	70648	X	X					
Veteran Staffing	P.O. Box 741235	New Orleans	LA	70174	X	X					
Vision Industrial Services	1424 Swisco Road	Sulphur	LA	70665	X						
York Construction	P.O. Box 113027	Metairie	LA		X	X	X				
Neighborhood Enterprises	32 Federal Street	Agawam	MA	1001	X	X					
IMC		MD	MD		X	X					
Thornton, Peter Trucking	202 Harlow St. 3rd Floor	Bangor	ME	4001	X	X					X
Staples	507 LOWER STREET	TURNER	ME	4282	X	X	X	X		X	
Casperson Trucking Inc.	N16351 LaFave D3 Ln	Wilson	MI	49896	X						X
Davidsons	7690 Harmony Cove S.E.	Byron Center	MI	49315	X						
Jandreau			MN		X	X					X
West Wind Farms			MN		X	X					X
Hawkins Logging, Inc.	13821 RT DD	Gower	MO	64454	X	X	X				X
Unlimited Resources Corporation	Hwy. 63 S., Route #1 Box 25E	Cairo	MO	65239	X	X	X	X		X	X
Christopher Contracting	13605 Petty Rd.	Kearney	MO	64060	X	X					
DRD Services	5465 Hwy 43 South	South Joplin	MO	64804	X	X	X	X	X	X	
Marriott			MO		X	X	X	X			
B & F Farms	P.O. Box 66	Hollandale	MS	38748	X	X					X
BLT Feed & Grain	P.O. Box 102	Hollandale	MS	38748	X	X	X				X
CC & B Farms	P.O. Box 24 / 1888 Avon-Darlove Rd	Hollandale	MS	38748	X	X	X	X	X	X	X
East Coast Resource Group, LLC			MS		X	X	X				X
Gary Brock	46 Herman Brock Rd	Tylertown	MS	39667	X	X					X
General Earth Works	213 Peach Orchard	Ridgeland	MS	39194	X	X	X	X		X	X
Goss, Grayson Trucking	12504 Road 224	Picayune	MS	39466	X	X					X
John L. Byrd Construction	158 Dallas Brown Lee Rd.	Laurel	MS	39443	X	X	X	X		X	X
Kelvin Peterson	97 Sandy Smith Rd	Poplarville	MS	39470	X	X		X		X	X
MDR	621 East Bavis Chapel Rd.	Columbia	MS	39429	X	X					X
Murphy, John Farm	28 CR 261	Iuka	MS	38852	X	X					X
Murphy, Tim Trucking	266 CR 246	Iuka	MS	38852	X	X					X
Robert Flemming Trucking	102 Walnut Avenue	Carriere	MS	39426	X	X					X
Steve Fleming	P.O. Box 112	Picayune	MS	39464	X	X					X
T. Prince Trucking	1404 Alpine Road	Picayune	MS	39466	X	X					X
AMS Services	1707 Simpson Highway 149	Mendenhall	MS	39114	X	X	X			X	
Bayou Caddy Trucking	P.O. Box 44	Lakeshore	MS	39558	X	X	X				
Blackhawk			MS		X	X					X
Brian Fultz			MS		X						X
Joey Hunley			MS		X						X
Marc Marsh			MS		X	X					X
Michael Jordan			MS	38367	X	X					X
Overhalt Trucking	145 Azalea Drive	Waynesboro	MS		X	X	X				X





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

D&J ENTERPRISES, INC - SUBCONTRACTOR LIST

SUB-CONTRACTOR	ADDRESS	CITY	STATE	ZIP	DEBRIS HAULING TRUCKS	DEBRIS LOADING EQUIPMENT	TREE TRIMMING AND REMOVAL	TDSRS AND LANDFILL EQUIPMENT	DEBRIS REDUCTION RECYCLING EQUIPMENT	DEMOLITION EQUIPMENT	SMALL BUSINESS, WOMAN/MINORITY OWNED, DISABLED, VETERAN, HUB
Rainey, David Trucking		Lumberton	MS		X					X	X
Sterling Wheeler			MS		X	X	X				X
Ted Hilferty			MS		X	X	X				X
Velocity Trucking			MS		X	X	X		X		X
Willis, Robert Trucking			MS		X	X	X				X
A-1 Grading	426 Louisiana Ave.	Ashville	NC	28806	X	X	X	X		X	X
ABC Hauling & Backhoe Services	514 Ben Jones Road	Lake Waccamaw	NC	28450	X	X	X			X	X
BTE - Bulk Transport & Excavation	2340 Swimming Hole Road	Delco	NC	28436	X	X	X			X	X
Buck, Steve Trucking	4365 Midas Balick Road	Lenore	NC	28645	X	X	X				X
Contaminated Controls	311 Judges Road, Suite 12-F	Wilmington	NC	28405	X	X	X				X
David Burleson Trucking	P. O. Box 128	Crossmore	NC	28616	X	X	X				X
Double R Trucking & Farm, Inc.	5510 Stagpark Rd.	Burgaw	NC	28425	X	X	X				X
Ed Jones Trucking	406 Corporation Street	Wilkesboro	NC	28659	X	X	X				X
Flippen Contractor's	500 Blake Ave	High Point	NC	27260	X	X	X	X		X	X
Forester Bros	1115 Flier Ave.	Thomasville	NC	27360	X	X	X	X	X	X	X
Frady Tree Service			NC		X	X	X		X		X
Gilley Contracting	Route 3 Box 449	Spruce Pine	NC	28777	X	X	X	X		X	X
Hall's Contracting Service, Inc.	197 Snowfield Rd.	Leland	NC	28451	X	X	X	X		X	X
Henson's Inc.	P. O. Box 1060	Tryon	NC	28782	X	X	X				X
Hi-Tech Grading	P. O. Box 1701 Hwy 107 S.	Jackson	NC	28717	X	X	X	X		X	X
JB Steele Trucking	4870 Denton's Chapel Road	Morganton	NC	28655	X	X	X				X
Lewis, John Trucking	5772 Bethel Road	Southport	NC	28461	X	X	X				X
M. Smith Transporters	711 Second Ave.	New Bern	NC	28560	X	X	X				X
Mayes Landscaping	511 Edna Street	Winston-Salem	NC	27101	X	X	X		X		X
McKinney, David Trucking	681 Little Swift Road	Marion	NC	28752	X	X	X				X
Moore, Bobby Trucking	Route 2 Box 234 AC	Clarkton	NC	28433	X	X	X				X
Reis Trucking & Construction	934 F Durham Road	Wake Forest	NC	27587	X	X	X	X	X	X	X
Riptide Landscaping	Po Box 15787	Wilmington	NC	28408	X	X	X	X			X
Sullivan Trucking	2280 Woodside Tr. SE	Bolivia	NC	28422	X	X	X				X
Superior Grading	1830 Startown Rd.	Hickory	NC	28602	X	X	X	X	X	X	X
Throckmorton Trucking	Route 1, Box 363E	Danbury	NC	27016	X	X	X				X
Torrans Landscaping	409 Beasley Torrains Road	Warsaw	NC	28398	X	X	X	X	X	X	X
Tri County Trucking	Route 5 Box 362A	King	NC	27021	X	X	X	X	X	X	X
Brandon Mason Trucking			NC		X	X	X	X			X
Charles Dale			NC		X	X	X	X			X
Gary Crown			NC		X	X	X	X			X
Koman	310 W. Roosevelt Blvd	Monroe	NC	28110	X	X	X				X
Matt Williams	845 Jolly Cemetary Road	Taylorsville	NC	28681	X	X	X				X
Mike Griggs			NC		X	X	X				X
Tri-State			NC		X	X	X				X
Delorme Trucking	8163 - 41st Street NE	St. Michael	ND	58370	X	X	X				X
A & J Haulers-Gary Schneber	6412 S. 157	Omaha	NE	68108	X	X	X				X
AAA Construction	2450 S. 20th	Omaha	NE	68108	X	X	X	X		X	X
All Purpose Utility	7010 S. 66th	La Vista	NE	68128	X	X	X		X		X
Anderson Interiors	8105 S. Cherrywood Dr.	LNK	NE	68510	X	X	X				X
Best Containers	3701 Dahlman Ave.	Omaha	NE	68107	X	X	X			X	X
Big Red Lawn & Landscape	9915 W. Plaza, Apt. #10	Omaha	NE	68127	X	X	X	X		X	X





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

D&J ENTERPRISES, INC - SUBCONTRACTOR LIST



SUB-CONTRACTOR	ADDRESS	CITY	STATE	ZIP	DEBRIS HAULING TRUCKS	DEBRIS LOADING EQUIPMENT	TREE TRIMMING AND REMOVAL	TDSRS AND LANDFILL EQUIPMENT	DEBRIS REDUCTION RECYCLING EQUIPMENT	DEMOLITION EQUIPMENT	SMALL BUSINESS, WOMAN/MINORITY OWNED/DISABLED, VETERAN, HUB
Bosnaw, Jeff Trucking	5113 S. 18th Street	Omaha	NE	68107	X	X					X
Brown & Sheppard, Inc	3111 S. 60th Street	Omaha	NE	68106	X	X					X
BT Express Trucking Co.	1802 N. 20th Street	Omaha	NE	68110	X	X					X
Contour Grading	1001.1 Pinkney Street	Omaha	NE	68107	X	X	X	X		X	X
D & L Trucking	2011A	Omaha	NE	68108	X	X					X
Earlybird, Inc.	5804 Read Street	Omaha	NE	68152	X	X					X
Gillespie, Steve Trucking	6048 Orchard Ave	Omaha	NE	68117	X						X
Green Acres Lawn & Snow	12602 N 66th Street	Omaha	NE	68152	X	X	X	X	X	X	X
Hardesty & Sons	2217 Ogden Street	Omaha	NE	68110	X	X					X
Heartland Roofing	622 N 85th Street	Omaha	NE	68114	X	X					X
James E. Ellsworth	5668 Clark Road	Conesus	NE	14435	X						X
James, Steve Trucking	220 1/2 Bryan Street	Gretna	NE	68028	X	X					X
JC Enterprise	1314 S 25th Street	Omaha	NE	68105	X	X					X
Landscape Designs	8018 Wirt Circle	Omaha	NE	68105	X	X					X
Lange Farms	Box 49	Crofton	NE	68730	X						X
Load All	12915 Lillian Street	Omaha	NE	68138	X	X	X	X	X	X	X
Lodge, Tim Trucking	1073 County Rd. U	Freemont	NE		X	X					X
McKinney, Matt Trucking	8020 Ninast	Omaha	NE	68124	X						X
Monarch Grounds Maintenance	206 E. 1st St.	Papillion	NE	68046	X	X	X	X		X	X
Mulhalls Nursery, Inc.	3615 N. 120th St.	Omaha	NE	68110	X	X	X	X	X	X	X
Navarro Trucking	4402 S. 34th Street	Omaha	NE	68107	X	X					X
Page, James Trucking	3617 S. 108th Street	Omaha	NE	68144	X	X					X
Piper Construction	6000 Hitching Post Lane	Lincoln	NE	68523	X	X	X	X	X	X	X
Plantz, Cliff Trucking	7709 Curtis Ave	Omaha	NE	68144	X						X
R & A Construction	5633 Kansas Ave.	Omaha	NE	68401	X	X	X	X		X	X
Rivercity Express	6824 S. 38th Street	Omaha	NE	68107	X	X					X
Rodger, Kenny Trucking	2618 Oxbow Road	Freemont	NE	68025	X						X
Roth Lawn & Snow	5911 Orchard Ave	Omaha	NE	68117	X	X	X	X	X	X	X
Spicer, Steve Trucking	4024 Camins	Omaha	NE	68117	X						X
Texmo Trucking	8822 Elm Drive	La Vista	NE	68128	X						X
Thomas, Richard Trucking	1805 Serp Street	Omaha	NE	68117	X	X					X
Tim Bias Construction	6217 N. 75th Street	Omaha	NE	68134	X	X	X	X		X	X
Town & Country Disposal	2357 Waverly Road	Seward	NE	68434	X	X	X	X	X	X	X
Vie, Tim Trucking	Box 8A	Nickerson	NE	68044	X						X
Waltz, Mike Trucking	4607 Dodge Street	Omaha	NE	68132	X	X					X
Welcher Construction	15220 Military Road	Bennington	NE		X	X	X	X	X	X	X
Nebraska Hydro-Seeding	19411 Schram Road	Gretna	NE	68028	X	X	X	X	X	X	X
Lunsford			NJ		X						
Jose Gonzalez			NM		X	X	X	X			
BCW Wright	2625 Bronson Hill Rd.	Avon	NY	14414	X						X
Browns Trucking	11053 Stolle Road	Orchard PK.	NY	14127	X	X					X
De-Mar Transportation Co.	6248 Brownhill Road	Boston	NY	14025	X	X					X
Ferrucci, Sandy Construction	4520 Clinton Street	W. Seneca	NY	14224	X	X	X	X	X	X	X
Schultheis, John P. Jr. Trucking	3176 Yorkland Road	York	NY	14592	X	X					X
Sherry Trucking	5700 Maelon Drive	Hamburg	NY	14075	X						X
Stock Services	727 Bennett Road	Angola	NY	14006	X	X					X
Rice, Rick Trucking	131 Brandy Road	N. Benton	OH	44449	X						X





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

D&J ENTERPRISES, INC. - SUBCONTRACTOR LIST



SUB-CONTRACTOR	ADDRESS	CITY	STATE	ZIP	DEBRIS HAULING TRUCKS	DEBRIS LOADING EQUIPMENT	TREE TRIMMING AND REMOVAL	TDSSR LANDFILL EQUIPMENT	DEBRIS REDUCTION RECYCLING EQUIPMENT	DEMOLITION EQUIPMENT	SMALL BUSINESS, WOMAN/MINORITY OWNED, DISABLED, VETERAN, HUB
David & Terry Trucking	125 Hickory Street	Lower Salem	OH	45745	X	X	X	X	X	X	X
DESIATO			OH		X	X	X	X	X	X	X
Greg Smith			OH		X	X	X	X	X	X	X
Jim Desiato			OH		X	X	X	X	X	X	X
USA Disaster			OH		X	X	X	X	X	X	X
Kenneth Hardaway	P.O. Box 177	Battiest	OK	74722	X	X	X	X	X	X	X
Nievest	846 "D" Cardinal Creek Blvd.	Norman	OK	73072	X	X	X	X	X	X	X
Donna Early Trucking	P.O. Box 88	EAU Clair	PA	16030	X	X	X	X	X	X	X
Neare, Ray Trucking	137 William Street	Pittston	PA	18640	X	X	X	X	X	X	X
Paul Bunyan Tree Service	RD 6 Box 479	Somerset	PA	15501	X	X	X	X	X	X	X
Randall, Allen Trucking	484 N. Main Street	Wilkes Barre	PA	18702	X	X	X	X	X	X	X
Stewart Excavating	264 Higgins Road	Hillards	PA	16040	X	X	X	X	X	X	X
Thieles Tree Service	760 Goucher St.	Johnston	PA	15905	X	X	X	X	X	X	X
Land-Tech Enterprises	3084B Bristol Road	Warrington	PA	18976	X	X	X	X	X	X	X
Leatherneck Contracting	23 Fairmont Road	Ridgway	PA	15853	X	X	X	X	X	X	X
Anthony Bishop	700 Arrowood Branch Rd.	Chesnee	SC	29323	X	X	X	X	X	X	X
B & B Construction	5802 Carter's Ford Road	Lodge	SC	29082	X	X	X	X	X	X	X
Bridgewater Grading, Inc.	1511 Bowater Road	Rock Hill	SC	29732	X	X	X	X	X	X	X
Coastal Trucking Co.	Route 1 Box 149NP	Hardeeville	SC	29927	X	X	X	X	X	X	X
Dale Bryson Trucking	884 Jackson Bluff Road	Conway	SC	29526	X	X	X	X	X	X	X
Dale Woodward Construction	3469 Hwy 905	Conway	SC	29526	X	X	X	X	X	X	X
David Merritt's Trucking	202 Rainbow Road	Conway	SC	29526	X	X	X	X	X	X	X
Heritage Hauling Co.	P.O. Box 31973	Charleston	SC	29417	X	X	X	X	X	X	X
JR Seaford	4843 State Road	Ridgeville	SC	29472	X	X	X	X	X	X	X
Kelley, Gary Construction	7417 Claudio Drive	Columbia	SC	29204	X	X	X	X	X	X	X
Malphrus Construction Co., Inc	P.O. Box 21299	Hilton Head Island	SC	29925	X	X	X	X	X	X	X
McElveen, William Trucking	6 Burnhill Street	Sumter	SC	29817	X	X	X	X	X	X	X
Owens Construction	P.O. Box 156	Blackville	SC	29817	X	X	X	X	X	X	X
Parkman, Scott Contracting	432 W. Doc Garris Road	Lancaster	SC	29720	X	X	X	X	X	X	X
Player, Brent Trucking	3982 Hoke Road	Health Springs	SC	29058	X	X	X	X	X	X	X
Powell Trucking Co.	1941 Mt. Zion Road	Loris	SC	29569	X	X	X	X	X	X	X
Ray Nobles Construction	PMB325, 1305C N. Main St.	Summerville	SC	29483	X	X	X	X	X	X	X
Williamson Trucking	952 Jackson Bluff Road	Conway	SC	29526	X	X	X	X	X	X	X
Zachow, Steve	P.O. Box 61506	N. Charlotte	SC	29526	X	X	X	X	X	X	X
Aaron Reaves Services		Huger	SC	29450	X	X	X	X	X	X	X
B & C Enterprises	2015 United Drive	Huger	SC	29450	X	X	X	X	X	X	X
Mike Nichols			SC		X	X	X	X	X	X	X
Paul Singleton	Box 154	Lower Brule	SC	29548	X	X	X	X	X	X	X
Great Plains Cont. & Supply			SD		X	X	X	X	X	X	X
C & J Transport, Inc.			TN		X	X	X	X	X	X	X
Central Corporation	5575 Poplar Lavenue	Memphis	TN	38119	X	X	X	X	X	X	X
Flatt, Kenneth Trucking	5977 Betts Rd.	Goodlettsville	TN	37072	X	X	X	X	X	X	X
Goodman, Wayne Construction	141 Flat Fork Rd.	Warburg	TN	37887	X	X	X	X	X	X	X
Kerry Jones Trucking, LLC	253 Deck Valley Lane	Bristol	TN	37620	X	X	X	X	X	X	X
MV Contractors	5605 Horton Hwy.	Greeneville	TN	37745	X	X	X	X	X	X	X
Pate Trucking	839 Piney Flats Road	Piney Flats	TN	37686	X	X	X	X	X	X	X
Sims Construction	428 Graham Road	Soddy Daisy	TN	37379	X	X	X	X	X	X	X





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

D&J ENTERPRISES, INC. - SUBCONTRACTOR LIST



SUB-CONTRACTOR	ADDRESS	CITY	STATE	ZIP	DEBRIS HAULING TRUCKS	DEBRIS LOADING EQUIPMENT	TREE TRIMMING AND REMOVAL	TDSRS AND LANDFILL EQUIPMENT	DEBRIS REDUCTION RECYCLING EQUIPMENT	DEMOLITION EQUIPMENT	SMALL BUSINESS, WOMAN/MINORITY OWNED/DISABLED, VETERAN, HUB
Continental Forest			TN		X	X	X				X
Kelly, Robert Trucking			TN		X	X					X
Michael Collins			TN		X	X	X				X
Michael T. Lewis-Lewis Sod	Lewy's Sod 900 Tyson Ave	Paris	TN	38242	X	X	X	X		X	
TNT Freight Services	5909 Shelby Lane Suite A	Franklin	TN	37064	X	X					
WCC Recovery			TN		X	X					X
Christopher			TX		X	X	X	X		X	X
Claud Stang	707 Chesnut St	Aubrey	TX	76227	X	X				X	X
Claude D. Stang	707 Chesnut St	Aubrey	TX	76227	X	X				X	X
Double V Transport			TX		X	X					X
Drewery Tree Service	2105 Page One Road	Longview	TX	75601	X	X	X	X		X	X
East Texas Farm & Ranch	326 Hosea Forrest Rd.	Huntington	TX	75949	X	X	X	X		X	X
Ephriam Smith	5238 Enyart	Houston	TX	77021	X						X
Global	1520 S. Major Dr	Beaumont	TX	77707	X	X	X	X		X	X
Gulftco	3211 W. Wasley 3A	Midland	TX	79705	X	X	X	X		X	X
H & G Contractors, Inc.	P. O. Box 10706	Corpus Christi	TX	78460	X	X	X	X		X	X
J.R. Ramon & Sons, Inc.	1325 Frio City Road	San Antonio	TX	78226	X	X					X
Lee's Tree Service	Route 1 Box 13A	Gary	TX	75643	X	X	X			X	X
M.L. Cruze Investments	5110 Walnut Hills	Kingwood	TX		X	X					X
Michel Kastis	8003 Channelview Dr	Galveston	TX	77554	X	X	X				X
Northstar	P.O. Box 757	Jasper	TX	75951	X	X	X		X	X	X
R & R Enterprises	P.O. Box 483	JUDSON	TX	75660	X	X		X		X	X
Ronnie Sims	270 Tall Timbers Dr	Kirbyville	TX	75956	X	X					X
RP&S	P.O. Box 1404	Montgomery	TX	77556	X	X	X				X
SIMS	270 Tall Timbers Dr	Kirbyville	TX	75956	X	X					X
South Texas Landscaping			TX		X	X	X	X		X	X
Southwest Texas Landscaping	4411 Gardendale Apts. 5-A	San Antonio	TX	78240	X	X	X	X		X	X
Suntide Materials & Trucking	P. O. Box 270664	Corpus Christi	TX	78427	X	X					X
Sysbro			TX		X	X	X	X		X	X
T & T Construction Services	19004 Hwy 105	Cleveland	TX	77327	X	X	X	X		X	X
TSI	P.O. Box 153808	Lufkin	TX	75915	X	X	X	X		X	X
USA Hauling, Inc.	P.O. Box 13722 / 2418 Basse Rd.	San Antonio	TX	78213	X	X					X
A & I Transport	P.O. Box 232	Von Orms	TX	78073	X						
A1 Construction			TX		X	X				X	X
ABC Tree Company			TX		X	X	X		X		X
Blue Tungsten	3310 Sachse Road	Sachse	TX	75048	X	X	X	X		X	
Bronco Disaster Relied	616 Tenaha Street	Center	TX	75935	X						
Burdin			TX		X	X	X			X	X
D. Watson Companies	P.O. Box 270568	Houston	TX	77277	X	X	X	X		X	
Davis Bobcat			TX		X	X					X
Diamond S	308 Brown Ln.	Bronson	TX	75930	X	X					
Dirt Works			TX		X	X					X
Gateway Construction Company, LLP	118 Coldwater Ln	Austin	TX	78734	X	X					X
Higgins Tree			TX		X	X					X
J & K Construction	12337 Gentry Road	Beaumont	TX	77713	X	X		X		X	
K & C Tree Service			TX		X	X					X
KAT Excavation	P.O. Box 1079	Sour Lake	TX	77659	X	X	X	X		X	X





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

D&J ENTERPRISES, INC - SUBCONTRACTOR LIST



SUB-CONTRACTOR	ADDRESS	CITY	STATE	ZIP	DEBRIS HAULING TRUCKS	DEBRIS LOADING EQUIPMENT	TREE TRIMMING AND REMOVAL	TDSRS AND LANDFILL EQUIPMENT	DEBRIS REDUCTION RECYCLING EQUIPMENT	DEMOLITION EQUIPMENT	SMALL BUSINESS, WOMAN/MINORITY OWNED, DISABLED, VETERAN, HUB
Lennard Duhan	788 Lawrence Rd	Orange	TX	77630	X	X	X				
LZ Trucking	531 E. Thompson	San Antonio	TX	78225	X	X	X			X	
Maldonado			TX		X	X					X
One Family	2301 Cotton Flac Road Apt WW1	Midland	TX	79701	X	X	X	X			
One Family LLC	2301 Cotton Flac Road Apt WW1	Midland	TX	79701	X	X					
Poolside Builders	1922 N. Meeker Rd	Beaumont	TX	77713	X	X					
Porkchop Express	3022 Mission Bells	San Antonio	TX	78224	X	X	X	X		X	
R. McKnight			TX		X	X		X		X	
Redwine Enterprises	P.O. Box 175	Nederland	TX	77627	X	X					
Richard Rodriguez	P.O. Box 241375	San Antonio	TX	78224	X						
Ronnie Stanley	P.O. Box 47	Sour Lake	TX	77659	X	X					
Southeast Texas	2560 W. Hwy 365	Port Arthur	TX	77640	X	X					
TFR	10731 E. Crystal Falls Parkway	Leander	TX	78641	X	X					X
Van Jordan	1932 11th Avenue	Port Arthur	TX	77642	X	X					
Warbird Hauling	P.O. Box 535275	Grand Prairie	TX	75053	X	X					
WRH Ventures	12716 Fitzhugh Road	Austin	TX	78736	X	X					
Arirde Trucking	Box 1673	Honaker	VA	24260	X						X
B & G Hauling	312 Redbrick Road	Chesapeake	VA	23325	X						X
Baldwin, Gary Trucking	HC 61 Box 501	Rundy	VA	24614	X						X
Burks, Danny Trucking	Box 1782	Arlington	VA		X	X					X
Chavis, J. Stephen Trucking	2561 W. Pembroke Ave.	Hampton	VA	23661	X	X					X
D & M Trucking	4127 Sue Cres.	Chesapeake	VA	23321	X	X					X
Don Cartwright-D&G Hauling	423 Freeman Ave.	Chesapeake	VA	23323	X	X					X
East Coast Recycling	P.O. Box 2012	Kilmarnock	VA	22482	X	X	X	X		X	
FAC Trucking	Box 720	Hanover	VA	24839	X	X					X
Gilchrist Hauling	410 Freeman Ave.	Chesapeake	VA	23323	X	X					X
Gilcrest, Celeste Trucking	P.O. Box 7704	Chesapeake	VA	23324	X	X	X				X
Graham, Walter Trucking	HC 67 Box 31 C	Pilgrims Knob	VA	24634	X	X					X
Lee Billups Hauling	1473 Bridle Creek Blvd.	Virginia Beach	VA	23464	X	X					X
Linkous, FJ Trucking	Rt 5 Box 282	Wytheville	VA		X	X	X				X
S & M Hauling	27074 Beale Road	Franklin	VA	23851	X	X	X				X
Samuel Davis	3613 Longdale Rd	Cliftonforge	VA	24422	X	X					X
AA Dump Trucks			VA		X						X
Gibbs Hauling	11747 Highway 92	Chase City	VA	23924	X	X	X	X		X	
Carter, Randy Trucking	P.O. Box 1304	Gilbert	WV	29621	X	X					X
D & B Trucking	HC 60 Box 284	Mohawk	WV	24862	X	X					X
E.J. Roe Trucking Co.	P. O. Box 146	Bradshaw	WV	24817	X	X	X				X
Hamilton, Randy Trucking	P. O. Box 224	Raysal	WV	26879	X	X					X
Harrison, Elby III Trucking		Bradshaw	WV	24817	X						X
Kennedy, John Trucking	Box 200	Raysal	WV	24879	X	X					X
Lee Sartin Trucking	Route 53	Kermit	WV		X	X					X
Little L Trucking	HRC 64 Box 414	Laeger	WV	24844	X						X
May, Michael Trucking	HC 71 Box 45	Gilbert	WV	256621	X	X					X
O'Guinn, Dan Trucking	Box 119	Raysal	WV	24879	X	X					X
Southern Transport	Route 2 Box 453	Peterstown	WV	24963	X	X					X





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

FINANCIAL CAPABILITY

5/4/2021

City of Pembroke Pines, FL
Attn: Purchasing
8300 South Palm Drive
Pembroke Pines, FL 33025

Re: RFP AD-21-02 – Disaster Debris Management Services

Sir/Madam,

D&J Enterprises' ability to finance a job to completion has never been in question by any Government entity. D&J or its owners have never filed bankruptcy. Regardless of City or County's pay schedule, D&J will pay every sub-contractor and every vendor on the third Friday after we commence work, and every Friday thereafter. In the past, D&J has had enough financial resources to complete numerous large-scale jobs for months, without the worry of being paid by the client. Please find below the contact information for the banking institutions we employ and maintain deposits. Please feel free to call any of these banking references.

Aggregate Bonding Capacity	\$300,000,000.00+
Single Bonding Capacity	\$100,000,000.00+
Other Available Funding	\$50,000,000.00+

Sincerely,

Jason Sanders
Vice President of Operations

BANKS	
CenterState Bank	Auburn Bank
Opelika, Alabama (334) 466-2803 Contact: Tommy Cummings	Auburn, Alabama (334) 821-9200 Contact: Tommy Johnson





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

SURETY REFERENCE

**Laurie Morgan**

Travelers Bond
Construction Services
10 Canebrake Blvd.
Suite 210
Flowood, MS 39232
(601) 936-8229
(601) 936-8240 (fax)
lemorgan@travelers.com

5/3/2021

City of Pembroke Pines, FL
Attn: Purchasing
8300 South Palm Drive
Pembroke Pines, FL 33025

Re: D&J Enterprises, Inc.

Dear Sir/Madam

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")¹ to provide surety bonds for D&J Enterprises, Inc. for over 20 years. During that time they have built, and we have bonded projects in the \$100,000,000 range for a wide variety of owners. Travelers and D&J currently have \$25MM of work under contract.

D&J's normal bonding program is \$25,000,000 single project and \$100,000,000 aggregate. However, we have frequently issued bonds well in excess of their single/aggregate normal limit and would continue to do so. At their request we will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between D&J Enterprises, Inc. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

Laurie Morgan
Bond and Specialty Insurance

¹ Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

BANK LETTERS

5/3/2021

City of Pembroke Pines, FL
8300 South Palm Drive
Pembroke Pines, FL 33025
Attn: Purchasing Agent

RE: D & J Enterprises, Inc.

For approximately twenty-five years I have served as the account officer for the above referenced company at two financial institutions in Auburn, AL. During this period loans were provided to the company and its related entities on a secured and unsecured basis with commitments in a moderate seven figure range.

D & J currently has a committed line of credit in a seven figure amount with a seven figure balance owing. The company also has available a working capital line of credit in a comparable amount with no balance presently owing. Payment performance has been very satisfactory. D & J has the ability to finance through current capital or credit capabilities a debris removal contract that meets or exceeds this RFP.

The company and its principals maintain an excellent depository relationship with the bank with collected balances presently in a high seven figure range. If additional information is required please contact me at 334-887-2753.

Respectfully yours,

W. Thomas Johnson
Senior Vice President

WTJ/kai

100 North Gay Street • P.O. Drawer 3110 • Auburn, AL 36831-3110 • 334-821-9200 • www.auburnbank.com



D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL



NATIONAL
BANK of
COMMERCE

May 3, 2021

City of Pembroke Pines, FL
Attn: Purchasing Manager
8300 South Palm Dr.
Pembroke Pines, FL 33025

RE: D&J Enterprises, Inc.

Disaster Debris Management Contract

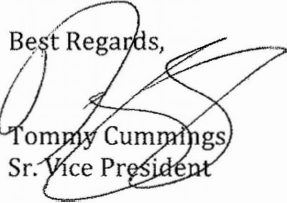
To Whom It May Concern,

It has been my pleasure to serve as the account officer for D&J Enterprises, Inc. for over 15 years. Payment and performance have been very satisfactory during this period. D&J and its principals maintain an excellent relationship with this bank.

D&J Enterprises, Inc. has the ability to finance through current capital or credit capabilities a project in excess of \$20,000,000 (**twenty million dollars**) in an activated disaster debris removal and disposal contract. Their ability is inclusive of sustaining the City's monthly payment schedule with 15-day minimum lead time of approved invoices.

If additional information is needed, please don't hesitate to contact me directly at 334-705-1003.

Best Regards,



Tommy Cummings
Sr. Vice President

2443 Enterprise Drive Opelika, AL 36801 Ph: (334) 705-1000 Fax: (334) 705-1001 nationalbankofcommerce.com





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

PRE-EVENT CONTRACTS

CLIENT	STATE	POPULATION	POSITION	EXPIRATION DATE
Coffee	Alabama	52,000	1	9/30/21
Foley	Alabama	18,000	1	8/6/21
Opelika	Alabama	31,000	1	2/10/26
Altamonte Springs	Florida	44,000	1	7/1/24
Bay County	Florida	182,000	1 of 8	12/31/21
Citrus County	Florida	141,000	1 of 5	8/13/22
Daytona Beach	Florida	67,000	1 of 3	11/7/22
Dunedin	Florida	36,000	MOU Pinellas	12/31/22
Escambia County	Florida	315,000	1 of 9	5/1/21
Gadsden County	Florida	46,000	1	9/30/21
Gainesville	Florida	132,000	3	9/1/26
Indian Rocks Beach	Florida	4,500	MOU Pinellas	12/31/22
Miami Beach	Florida	92,000	2	2/5/22
Miami Dade County	Florida	2,750,000	1 of 16	7/30/22
Miramar	Florida	140,000	2	7/3/23
North Miami	Florida	63,000	1	5/14/22
Okaloosa County	Florida	200,000	1 of 5	6/1/22
Oviedo	Florida	40,000	1	7/31/21
Palm Beach Gardens	Florida	54,000	2	1/31/22
Panama City	Florida	38,000	2	5/31/22
Pembroke Pines	Florida	170,000	1	10/30/21
Pensacola	Florida	54,000	1	7/1/21
Pinellas County	Florida	950,000	4	12/31/22
Pinellas Park	Florida	52,000	MOU Pinellas	12/31/22
Putnam County	Florida	75,000	1	12/31/23
Shalimar	Florida	800	1	6/1/22
South Pasadena	Florida	5,000	MOU Pinellas	12/31/22





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

St. Cloud	Florida	55,000	1	8/15/24
St. Pete Beach	Florida	10,000	1	3/1/22
Tamarac	Florida	65,000	2	3/1/24
Treasure Island	Florida	7,000	MOU Pinellas	12/31/22
Winter Springs	Florida	36,000	1	9/1/23
Columbus	Georgia	200,000	1	8/31/21
Port of New Orleans	Louisiana		1	4/1/22
Gautier	Mississippi	18,500	1	9/1/21
New Hanover County	North Carolina	221,000	1	6/30/21
Norman	Oklahoma	125,000	2	1/28/25
Georgetown County	South Carolina	62,000	1	6/30/21
Madison County	Tennessee	100,000	1 of 5	5/1/22
Chambers County/All municipalities within	Texas	40,000	2	7/31/23
Grand Prairie	Texas	200,000	2	5/31/21
La Porte	Texas	35,000	2	6/11/23
New Braunfels	Texas	80,000	1	11/1/24
Polk County	Texas	50,000	1	8/1/22
Rockwall County	Texas	91,000	1	3/28/22
United States Army Corps of Engineers	NWD including States: WA, ID, MT, WY, OR, KS, SD, NE, MO, CO		1	3/1/21
United States Army Corps of Engineers	SAD including States: FL, AL, GA, SC, NC		2	3/1/21





DEBRIS MANAGEMENT PLAN

INTRODUCTION

The following pages are an outline of the approach and methodology implemented and practiced by D&J during the preparation and execution of debris Task Orders.

General Topics in Selected Sections:

- **Pre-Strike and Mobilization**
- **Debris Loading Operations - Special crew – Debris Separation, SAR Support, Emergency Road Clearing**
- **Debris Hauling Operations**
- **Reduction**
- **Reduction Site Management**
- **Disposal**
- **HHW White Goods, etc. and Hazards Communications Program**

BEST MANAGEMENT PRACTICES

Effective Debris Management Plans recognize that each disaster has unique qualities but have much in common. Different local laws, terrain, ordinances or regulations, debris make-up, site locations, traffic conditions and public priorities are just a few.

We understand this and our approach recognizes that each disaster has its own unique qualities which require adjustments. Our 50+years of experience has provided us with the knowledge to respond and work effectively and efficiently with stakeholders to adjust and handle changes in conditions that may be necessary.

D&J uses published “Best Management Practices” to guide our entire process. Examples are FEMA publication 325, Corps of Engineers Disaster Guidebook –Debris Removal, DOD UFC 1-900-01 Selection of Methods for the Reduction, Reuse, and Recycling of Demolition Waste, EPA530-K-95-010 Planning for Disaster Debris. Etc. We improve efficiency and effectiveness of operations by proposing alternate and non-traditional methods wherever applicable.

Planning for Concurrent Task Orders, Concurrent Awards. We identify multiple qualified teams of key personnel. Our plan includes backup, in that all deputies are also fully qualified to act permanently in the key Manager roles.

D&J Personnel Travel Arrangements. All key personnel have passports, company credit cards, current immunizations, company vehicle, Smart phones, issued laptops, and all required mobile communications. We have dozens of four-wheel drive vehicles for use in other than optimal travel situations. We bring our own housing, food and sanitation. A leased corporate jet is available for mobilization should commercial air travel not meet requirements. D&J has expense advance and reimbursement policies and procedures in place for all personnel who do not have a company credit card.

MOBILIZATION OF PERSONNEL AND EQUIPMENT:

The following is an outline of D&J procedures in anticipation of an impending event and Task Order. It outlines D&J key disaster team activities during the 72-hour period prior to an anticipated hurricane landfall.





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

Pre-strike activities in an anticipated event in advance of Mobilization.

Key Personnel Involved in Pre-Strike Initial Planning and Mobilization:

- Richard D. Starr - CEO
- James L. Starr -COO
- Lynn Tapley - Equipment Management
- Jason Sanders – Vice President of Operations

Alert Level I - 48-72 hours prior to anticipated strike:

Weather channels are monitored and tracked daily by the CEO. When a strike appears possible, the CEO calls a meeting of all Operations/Project Managers and the Equipment Manager and alerts them to the potential event.

COO reviews the data base of experienced subcontractors and determines priority list for contact. Known, experienced subcontractors are grouped with contact priorities:

- Level One Subcontractors –Subcontractors in the anticipated strike region.
- Level Two Subcontractors –Subcontractors in States next to the strike region.
- Level Three Subcontractors –Subcontractors in States outside the strike region.

COO assigns Project Managers subcontractors to begin calling who are located within 5 hours drive of projected landfall, to place them on alert. They find out availability of equipment and manpower, and their readiness.

Equipment Management Officer contacts national account and local equipment suppliers within 500 miles of potential landfall to determine, and inventory for commitment, the type of equipment on hand and anticipated delivery capability. D&J has a priority call rating with National Equipment providers:

- Hertz Equipment Rental
- United Rentals Company
- National Dealers for Caterpillar, John Deere, Komatsu, New Holland, and Diamond Z Corporation

COO uses electronic notice and physical meeting to alert all employees of the potential event and begin personal preparations for 48-hour notice for departure.

CEO notifies the Corps of Engineers of the designated D&J response point of contact person and provides the Corps with a 24-hour immediate telephone contact number.

Alert Level II 24-48 hours prior to anticipated strike:

CEO meets with Operations/Project Managers and reviews updated tracking information and predicted landfalls. Revisions in landfall predictions are noted and subcontractors reviewed and updated for logistics. If significant changes in landfall predictions have occurred, additional subcontractors are contacted to determine their availability of equipment and manpower, and their readiness.

An Operations Manager is dispatched to an area within a few hours of the anticipated strike location and establishes a temporary staging and deployment center, for staging equipment and personnel during the 24-36 hours preceding the anticipated strike.

D&J's Equipment Management Officer begins acquiring necessary permits to deploy equipment to the temporary staging and deployment center. D&J uses in-house truck routing and GIS/GPS software (e.g. Rand McNally Tracker, DMS InfoCAD, ESRI ArcInfo) for optimal routes for D&J and mobilized





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

subcontractors to reach the site. We contact states through which trucks and equipment must pass to ensure needed sister state agreements for weight, size, and other parameters are in place and that all D&J and subcontractor equipment drivers/operators are informed on intra-state travel requirements.

Upon receiving notice to proceed or at the discretion of the CEO, D&J will begin transport of its debris removal equipment toward the staging area so that resources are within a few hours reach of the anticipated strike location.

Alert Level III 12-24 hours prior to anticipated strike:

The CEO meets with the Operations/Project Managers and updates tracking information and landfall possibilities. Changes in landfall predictions are evaluated and the temporary staging and deployment center location is adjusted. If necessary, enroute personnel and equipment are redirected.

Upon receiving notice to proceed or at the discretion of the CEO, the Operations/Project Managers and debris loading and hauling crews (minimum of five) are dispatched to the temporary deployment center for immediate response following a strike.

Operations/Project Managers notify their subcontractors on stand-by, located in the anticipated strike area, to make pre-mobilization plans and to provide estimated response time upon notice from D&J to mobilize.

Alert Level IV 0-12 hours prior to anticipated strike:

Management and loading and hauling crews (minimum of five) are staged within a few hours of the landfall for immediate emergency needs response. Upon receiving notice to proceed, the full mobilization plan below is activated.

Equipment and manpower mobilization plan

As noted above, a work force of management and loading and hauling crews (minimum of five) will be in the affected region and poised to be onsite within a few hours following landfall for immediate emergency needs response.

Coordination with Government Agency and Appointment of Key Personnel

Within 24 hours Pre-Execution planning team (Operations Planner, Operations Manager, and the EH&S Manager) will meet with the appointed City personnel to review contract requirements and the task order. All members of this team have extensive experience in disaster response and assist in evaluating the requirements to effectively complete the mission including:

- Estimating debris volumes (using drive-by, fly-over, population density estimates, etc.)
- Sectoring areas (including geographical, political or other methods)
- Locating temporary debris storage and reduction sites (TDSRS)
- Estimating personnel and equipment requirements to meet projected time lines
- EH&S evaluations and developing site specific safety plans
- Evaluation of requirements to implement ADMS system taking into consideration the magnitude of project and cost efficiencies (to be decided by the government)

Once this meeting has taken place and a task order has been issued, a defined list of equipment and personnel is identified. D&J then begins total mobilization.





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

CEO/Operations Planner delivers letters of appointment (with signed acknowledgements) to the COR or his representative for the following personnel:

- Operations Manager
- Health & Safety Manager
- Contractor's Quality Control Manager
- Environmental Compliance Manager
- ADMS Manager (if required)

Obtaining and Possessing Necessary Licenses and Permits

The Operations Planner will determine state and local statutory requirements needed to perform the work in the affected areas. After acquiring all necessary permits and licenses, he will then deliver copies to the COR.

Submittal of Site Plan, TDSRS Construction, Field Offices and Equipment Staging Area

The COR determines the TDSR Site. Then a physical review of the site is made by the Operations Manager and the City representatives. Within 12 hours of the inspection, a site plan will be submitted for approval. Minimum Site Plan issues are:

(1) Access to the site (ingress, egress), (2) Site preparation-clearing, erosion control, grading, (3) Traffic control procedures, (4) Safety, (5) Segregation of debris, (6) Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower, (7) Location of vegetative debris dump, (8) Location of Mixed Debris (C&D) dump, (9) Location of incineration operations and/or chipping operation (with clearances), (10) Location of any existing structures or sensitive areas requiring protection from smoke, dust, noise and with awareness to existing traffic conditions, (11) HHW/HTRW storage area, (12) Location of temporary sanitary facilities, (13) Location of dump area for debris hauled from the public or haulers other than this contractor with traffic patterns for this area (if required), (14) Baseline testing shall be performed and recorded for environmental purposes in the initial site assessment. These documents will be reviewed and compared with the testing performed at site closure.

After the site plan is approved, the Operations Manager constructs and establishes required elements of the site like the inspection tower, hazardous materials containment area, temporary fencing, etc.

Inspection Tower - D&J has in-house carpenters who have constructed many inspection towers to City specifications. All necessary tools and supplies are shipped in the first equipment in Alert Level II above. We do not rely on local materials being available. Tower location will be far enough back into the site so that trucks are in the site while waiting for inspection and off the main street.

The tower will meet or exceed the specifications set forth in the RFP. Design documents will be certified by a P.E. engineer and submitted to the City for approval. The tower will be constructed of pressure treated wood and will withstand a 45-mph wind load. The floor elevation of the tower will be 10 foot above the existing ground elevation. The tower will be installed on a level pad with guard posts or other structures to protect it from vehicle traffic. The floor area will be 8' by 12', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x 6" posts. A 4-foot-high wall constructed of 2"x 4" studs and ½ inch plywood will protect the perimeter of the floor area. The floor area will be covered with a corrugated tin roof. The roof will provide a minimum of 7ft. of headroom below the support beams. Wooden steps will provide access with a handrail. Include the construction of a worktable, 4'x2-1/2'x3/4" plywood supported at all four corners. The inspection tower will be adequately anchored.

Hazardous Materials Containment Area – We will have shipped all necessary tools and supplies in the first deployment of equipment in the Alert Level II above. We do not rely on local materials being available.





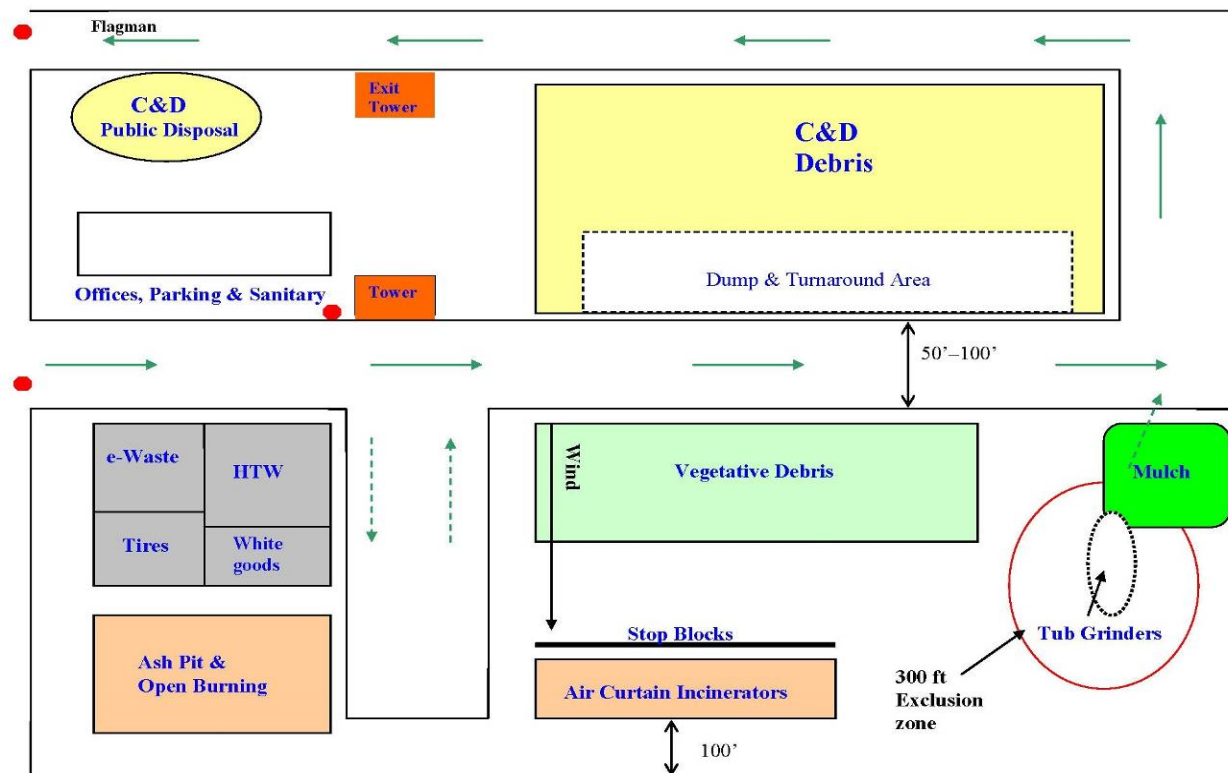
D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

This Hazardous Materials Containment Area will be constructed to the specifications set forth in the RFP. Prior to construction, the site will be graded, and a berm constructed to provide a Hazardous Containment area that will direct site runoff away from the Hazardous Containment Area. The area will be 30'x30'. The perimeter will be lined with hay bales and staked in place. The area will be lined with a heavy gage plastic (or tarp for colder climates where plastic may be too brittle) to provide a waterproof barrier. Additional plastic or tarp sufficient to cover the area will be available to prevent rain or snow from entering the containment



Additional TDSRS construction tasks:

- Lined temporary storage area for ash, fuels and other materials that could contaminate soils and groundwater.
- Temporary fencing around debris material storage areas for segregation and protection from traffic.
- Non-combustible stop blocks for equipment located at the burn pit.
- Equipment staging area where equipment can be isolated and inspected regularly for fuel and oil leaks. Lined area for fueling and equipment repair to protect soils from spills of petroleum products, hydraulic fluids, etc.
- Plastic liners under stationary equipment like generators and mobile light plants.
- Roadways throughout the Site. Traffic will be designed for one way in and one way out to avoid congestion.
- Erect Stop, Slow, and Direction Signs for safety and traffic flow. Signs will also be provided at the main entrance with site name and directions, i.e. Office/Visitor Check-in, visitor parking, truck inspection tower, HTW area, white goods area, first aid area, mixed debris, etc.
- Gated entrance for perimeter security and a guard building to record visitors and authorized personnel visiting the site.





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

- If required, establish a "public" area for debris hauled by others with separate traffic pattern and a separate (temporary fencing) perimeter to avoid mixing the debris with debris hauled by the contractor.

Once the Site Plan is approved, one reduction crew will be available to receive and begin processing debris within 24 hours.

We provide our office command center and can provide TDSRS office for the City. D&J owns 4 command centers and they each have all needed onsite management, communications, record keeping and safety materials. This includes generators and temporary sanitary facilities, truck tickets, safety forms, identification signage, cellular phone, radios, computers, printers/fax/copiers, hard hats, steel toed boots, flags, safety vests and other miscellaneous items necessary for operations.

If space is unavailable on the TDSR Site, D&J will locate off-site by leasing office space or land and bringing a self-contained office trailer. We set up an equipment staging area. Equipment is brought in as soon as it arrives to be inspected and dispatched into use immediately.

Dispatch Equipment and Personnel to Affected Area to Complete Mobilization

Operations/Project managers review the equipment and personnel requirements and compare with equipment already on hand to determine the additional equipment and personnel to be mobilized using D&J equipment available list, Level 1 subcontractors list, and equipment suppliers list. The project managers will then notify the subcontractors selected.

D&J equipment will be permitted and shipped. If more is needed, Project Managers tell the Operations Planner or Equipment Manager who contact stand by equipment suppliers and order necessary equipment.

Project managers assign specific employees to the task order. The Operations Planner deploys those employees to the work site.

Establish Field Office Communications

Cell/Smart and Sat phones and company radios (with transmission tower) are the main source of communication in the field until local land lines can be installed. All D&J trucks are equipped with company radios. All D&J key and supervisory personnel have cell phones for outside communication, coordination during mobilization and operations and logistics.

Records and communications are made using a network of smart phones, desktop and laptop computers. As quickly as available every field office gets one local number to facilitate communications with local suppliers and members of the public. Phones are answered at all times during hours of operation.

Inspection of Equipment before Beginning Task Order

The following procedures are used when an ADMS system is not employed.

Equipment dispatched for debris loading and hauling is brought into the staging area for safety inspection, identification, measuring and numbering before being deployed to work areas.

Each piece of equipment inspected has a written report giving results of the inspection.





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

In addition to the safety inspection checklist for trucks, all vehicles (trucks and trailers) will be inspected for current license, tags, registration, and insurance. The inspection report will denote the truck owner and the truck driver, a determination of driver qualification will be made (i.e., requirement of Class A License) and a copy of the operator's driver's license kept on file.

Trucks to be used in hauling debris will be inspected for proper tailgates and sideboards or other extensions as well.

Before a truck will be assigned a number, the inspection report and driver information will be made available for review by the City representative. The City representative will physically inspect and approve the tailgate and any sideboards or other extensions and measure the truck for capacity.

Personnel Safety Orientation

All D&J employees will receive a copy of the company's health and safety manual at time of employment. We require subcontractors to use our Safety plan. As part of the plan, all personnel, D&J and subcontractor, must attend a safety meeting before they are assigned to a task order.

The Safety Officer will conduct the meeting in the presence of a representative of the City

All personal protective equipment required for the assigned task will be checked before personnel are dispatched to the assigned task.

A Personal Emergency Contact List and Map of Key Facilities for emergency conditions is passed out to **all** project personnel.

Dispatch of Equipment and Personnel

Following equipment inspections, safety orientation, and truck measurement/Numbering, equipment and personnel will be dispatched to the work areas identified in meetings between the project managers and the COR.

Temporary Housing for Company Personnel

Immediately after award of the task order, the Operations Planner will begin making personnel housing arrangements. If leasing and motel facilities are not available, we transport our self-contained housing units with generators and provide portable sanitary facilities.

DEBRIS LOADING OPERATIONS

Prior to removing debris from the rights-of-way, there may be preliminary tasks that need to be performed like the extrication of people and the ingress and egress for fire, police, and critical facilities. Each of these operations would require crews with varying composition. For example:

Debris Separation Crew

Debris Separation Crews are used when debris is so mixed and comingled that regular loading would result in a large volume of mixed waste. They are also used when chemical, biological or human remains are expected, or another event is imminent. Debris Separation Crews focused on pre-sort activities. They separate into general categories – Eligible, ineligible, White Goods, Dirty White Goods, HHW, etc.





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

Each separation crew will include 2 ground labors, one chain saw operator w/ saw, one skid steer loader w/ operator and implements, and transportation for all equipment and personnel to and from the required locations.

Chain saw operators would be used to cut vegetative debris into manageable sizes to fit within the body of the truck bed without extending over the sides. Laborers will also be required to separate roadside debris into certain categories. Ineligible debris, like household garbage, should be set aside from the eligible debris like construction and demolition (C&D) debris, vegetative debris, household hazardous waste (HHW), regulated asbestos containing materials (RACM), white goods and electronics. In order to keep piles from scattering and leaving small debris strewn along the roadway, small equipment, such as a bobcat with shovel attachment, will be used to "push" debris into piles for more efficient and tidy loading.

Search and Rescue Support Crew

Search and Rescue Support Crews are used upon request of Federal State and local government, and especially in body recovery, as directed by the COR.

If tasked, a Search and Rescue Support Crew would be equipped with 1 track hoe excavator with a minimum of 150hp w/ operator, 3 laborers/riggers, 1 crew foreman, all slings, riggings, implements, transport equipment for personnel and transportation for all equipment and personnel to and from the required locations.

There is a difference between a SAR support crew and a SAR crew, but human tendency is to get involved, so we require some of the basic SAR Technician level competency of our own personnel or that of non-entry Subcontractor personnel before we approve them for SAR support activities.

At a minimum they have to have NFPA 1006: Standard for Rescue Technician (2003) and NFPA 1670 Awareness Level training and OSHA 1910.120 (Q)(6)(ii), HazMat Operations Training. Further assuming that a FEMA Type 1 Collapsed Structure team would be deployed and that we would be supporting them, the Trackhoe operator has to have a minimum of three years of experience in structure demolition and removals, and the Crew Foreman five years. This is because the shifting and support of collapsed materials in support of the efforts of a Type 1 FEMA SAR Collapsed structure team is quite technical and risky to both the SAR team and the potential victims.

Emergency Road Clearance Crew

An emergency road clearance crew consists of 1 rubber tire grapple front end loader, minimum 150hp w/operator, 2 chain saw operators, 1 laborer and all equipment necessary to transport personnel and equipment from one location to another.

Many times, governments need assistance with the emergency opening of roadways to facilitate the entry of police, fire, and EMS. During these operations materials are not normally removed to final disposal sites but simply cut and piled on the public rights-of-way as expeditiously as possible to gain entry into the devastated areas.

The COR will establish initial priorities for debris clearance. These priorities could be for any of the following purposes:

- Extrication of people.
- Access for fire, police, and Emergency Operations Center personnel.
- Ingress to critical facilities





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

- Primary routes.
- Major flood drainage ways.
- Supply distribution points and mutual aid assembly areas.
- Government facilities.
- Public Safety communications towers.
- Secondary routes.
- Access for utility restoration.
- Neighborhood streets.
- Private property adversely affecting public welfare.

When these services are required, D&J maintains complete records of all equipment and personnel on Daily Timesheet Reports. These timesheets are provided to inspectors daily for verification and signatures. Copies will be maintained by D&J and provided, complete with verification signatures, to Corps personnel.

Normal Crew Operations

During the daily collection, movement, and disposition of debris, the D&J Operations Manager remains in constant contact with all Foremen and Supervisors via 2-way radio to ensure that proper operations comply with D&J procedures. Mid-day conferences, either in person or by radio, ensure that right-of-way, public/private, and local issues are addressed in real time. Our Operations Managers and principals are mindful of other disaster operations taking place in the affected areas during the debris removal process and cautious not to interfere with the efforts of others during the performance of the contract.

Sediment, Storm-Surge, Over-Wash, Landslide and Flood-Fight Materials

When required to access eligible debris, we remove these types of materials as directed. D&J typically uses rubber-tired loaders, with general purpose bucket and tri-axle dump trucks designed to carry heavy loads. Equipment operator, truck driver and if necessary, traffic control personnel make up the crew.

Removal of debris from public right of way

The Operations Manager will direct the Load and Haul Supervisor to dispatch selected loading and hauling equipment to locations designated by the COR.

One foreman will oversee the loading and hauling operations for each crew. The foreman is responsible for conducting toolbox safety meetings, and a general briefing of operations including truck routes, local ordinances and other pertinent information. The foreman is equipped with fire extinguisher, pick-up truck with mobile radio and cellular telephone, first aid safety kit and list of emergency telephone numbers and map to emergency medical facilities. The foreman is responsible for preparing a daily report of activities which is submitted to the Operations Manager at the end of each day.

The typical load and haul crew will be as follows:

- 6 Dump trucks 21-30 CY capacity
- 1 Front End Loader
- 2 Certified Flagmen
- 1 Foreman
- 2 Laborers

Before equipment is dispatched to the loading sites, it will have already undergone all the necessary safety inspection, measurement and certification procedures at the staging area as outlined in section 2.2 above.





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

All Loading and hauling crews will have received a copy of the scope of work, accident prevention plan, safety indoctrination, and are assigned a crew foreman. All crews and foremen will be instructed by the load and haul supervisor that they are to work in areas designated by the COR and are not to relocate or move from one area to another without prior approval of the COR. No employees or subcontractors of D&J will be allowed to work for any other entity while employed or contracted under this project.

If tasked, Debris Separation Crew resources provided will include 1 rubber-tired grapple front end loader w/ min. 150 hp with operator, 2 chain saw operators w/ saws, 1 laborer, and transportation for all equipment and personnel to and from the required locations. They will also be required to separate roadside debris into certain categories. Ineligible debris, like household garbage, debris not located on the right-of-way (unless approved by the Corps) and debris which is not the result of the event, should be set aside from the eligible debris like; construction and demolition (C&D) debris, vegetative debris, household hazardous waste (HHW), regulated asbestos containing materials (RACM), white goods and electronics. In order to keep piles from scattering and leaving small debris strewn along the roadway, small equipment, like a bobcat with shovel attachment, will be used to "push" debris into piles for more efficient and tidy loading.

(1) All loading operators are instructed in the importance of maintaining segregation of eligible debris when loading. (2) Vegetative debris will only be loaded on trucks hauling vegetative debris. Other debris found alongside vegetative debris is left at curbside and later loaded on trucks hauling that type. (3) Separate trucks will be used for loading C&D debris. (4) Metals and white goods are loaded and hauled separately. (5) Any HHW is left at the curbside for the HHW crew to load and haul. (6) When possible, any "mixed piles" of debris found curbside will be separated by hand before loading. When it is not practical to separate mixed piles at curbside by hand, they will be loaded on separate trucks and the load ticket will indicate "mixed debris".

Before material is brought into the TDSR site, the TDSR Site will have staging areas for each category of debris. All debris loads pass by the inspection tower and are inspected.

Segregation of Debris – Every effort is made to segregate debris on the right-of way before loading. Debris materials still become mixed. Some loads are co-mingled and classified as mixed debris loads. These loads will be directed to the "mixed debris" pile. This material will be sorted and separated by machines with grapples and thumbs and by hand labor and placed into the C & D, Vegetative, HHW, White Goods, and Metals piles.

DETAILED LOADING PROCEDURES

- All Loaders be inspected at the staging area for safety and compliance before being dispatched to the loading location.
- All Loader operators will receive safety briefings before beginning loading operations.
- Flagmen will be located ahead of loading operations to direct and control traffic entering into the area.
- All flagmen will be certified and properly attired, wearing safety equipment including hard hats, safety shoes, reflective vests and carrying traffic directing flags.
- All flagmen are under the supervision of the crew foreman.
- Operators are cautioned to be observant and conscious of their surroundings at all times, in particular being aware of hanging and downed power lines and structures hidden by debris, like fire hydrants, water mains, fences, etc.





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

- Operators are cautioned not to overload trucks with debris so that the transporting of the debris could cause the excess debris to become dislodged and fall into traffic areas.
- Operators are cautioned to stay on the rights of way and not to enter private property during the loading process.
- Operators have mobile radios and are under the supervision of the crew foreman.
- Operators keep debris loads segregated between (a) vegetative, (b) C&D (c) mixed piles where C&D, vegetative and other are co-mingled and cannot efficiently be separated at the curbside, (d) other (like HHW)
- HHW crew, trained in EPA requirements, load HHW materials (household cleansers, butane, poisons, etc.) at the curbside by hand in a specially equipped compartmentalized truck. HHW will be delivered to the collection point designated by the COR.
- All Loading and hauling crews are under the direction of a D&J supervisor. Daily reports are maintained by the crew foreman and all equipment down time for repairs are noted on the daily reports. Hours of each piece of equipment and each employee, are recorded and reconciled with the Corps representative daily.
- In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record
- All loading and hauling crews are instructed to not move from one designated location to another without approval of the COR.
- All loading and hauling crews are cautioned to be aware of and to not interfere with other disaster response activities being performed by other federal, state and local governments, including public utilities
- All road clearing, demolition, load and haul and separation crews shall work during daylight hours, 7 days a week, unless otherwise authorized by the COR. Site management and operations crews may work 24 hours, if approved by the COR.
- All load and haul crews shall use only approved TDSR and COR approved designated dumpsites for the dumping and disposal of debris.
- Dumping operations for debris delivered to commercial landfills or other dumpsites, shall be directed by the landfill or dumpsite manager.
- All trucks, crews and equipment which are assigned to this project will not be used for any other work while under contract. No private work shall be solicited or performed by any employee or subcontractor while assigned to this project.

HAULING AND DUMPING

- All trucks will be inspected at the staging area for measurement, numbering, safety and compliance before being dispatched to the loading location.
- If ADMS is in use, ADMS certification procedures will be followed.
- All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
- All truck operators wear safety equipment, including hard hats and steel toed shoes.
- Truck operators are not allowed to have overhanging loads. Loads are either trimmed or reloaded before leaving the loading area.
- It is the operator's responsibility to check and determine that his load is safe before leaving the loading site.
- Truck operators have mobile communications and are under the supervision of the crew foreman.





- Truck operators will be issued a load ticket at the loading site and will deliver the ticket to the inspector at the dump site.
- All loading and hauling crews are under the direction of a D&J supervisor. Daily reports are maintained by the crew foreman and all equipment down time for repairs are noted on the daily reports. Equipment and employee hours are recorded daily.
- Dumping operations are at either the TDSRS or at a site designated by the COR.
- All traffic regulations and speed limits will be observed at the dump site.
- Truck operators will report to the inspection tower and deliver their load ticket to the government inspector for inspection and approval before proceeding to dump debris.
- Each truck operator will be directed where to dump each load at the dump site by the designated dumpsite operator.
- Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.
- Truck operators will follow the designed traffic flow when leaving the dump and returning to the loading area.
- Traffic flow will go past the exit tower.

Reduction:

Reduction of debris is normally applied to vegetative debris like brush and trees, which is also referred to as "burnable debris".

The reduction process can also be applied to some items which are considered non-burnable or C&D debris. This would include such items as household furniture, construction materials like roofing, and treated timber. We weigh reduction cost against the unreduced landfill cost to determine economics of this approach. The most common methods of reduction are incineration, compaction, crushing, chipping and grinding, and recycling.

Incineration

There are two general methods of incineration, open burn and air curtain incineration.

Open Burning - Open burning, although very cost effective, may not be suitable for urban areas. It is very dependent on location and the cleanliness of the debris. Many locations will not permit open burn particularly in urban environments where smoke can create health and property damage concerns. In rural locations, if the debris is clean, there is very little environmental impact and the resulting ash can remain on the site or be used as a soil additive. Bulldozers and loaders are the primary equipment required to operate an open burn process.

Air Curtain Incineration – Air curtain incineration is a very cost-effective method of reducing clean, vegetative debris and has less impact than open burning. Air curtain incineration uses of a burn pit aided by a forced air blower. The pit can be constructed below or above grade (depending on water table) and uses a mechanical blower to create constant optimal burn rates and an air curtain effect. The air curtain incineration system is a combination of the blower and pit, engineered as a unit to achieve the effect of holding the smoke while feeding air to the fire pit. Site conditions, like soil composition, water table levels, etc. require different specific air curtain incineration systems. The following factors apply:

- Set back of at least 100 ft between debris piles and the burn area with minimum set back from buildings and structure of 1,000 ft.





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

- Construction of non-combustible “warning” stop blocks (at least 1 foot in height) for equipment located at the burn pit
- Use limestone (or equal material) for pit construction with reinforced earth anchors or wire mesh to support the loader ramps.
- Use clay or limestone to create an impervious layer on the bottom of the pit to prevent leaching of ash to the aquifer. Layer will be at least 1 ft deep and regularly inspected and maintained at 1 ft in the event scraper activity removes part of the layer during operations.
- Pit end seals at least 4 ft high.
- Pit will be 8-9 ft wide, 14 ft deep.
- A 12” dirt seal will be placed on the lip of the burn pit area to seal the lower nozzle.
- The blower will direct the airflow to strike the pit wall 2 ft below the edge. Operators will be instructed that the debris should not break the path of the air flow except during dumping.
- Equipment used will be tested and adjusted to a minimum nozzle velocity of 8,800 ft/min (100 mph) and a volume of 900 cf/min/linear ft. is produced during burn operations.
- The length of the pit will be no longer than the length of the blower nozzle.
- The operators will be instructed to load the pit uniformly along its length.
- Operators will also be instructed to extinguish the fire at least 2 hours before removing the ash.
- Water trucks will be used to dampen ash residue and areas surrounding the burn site.

Chipping/Grinding

D&J has its own fleet of the largest mobile tub grinders made.

Chipping/grinding reduction recycles vegetative debris back to an economically beneficial use. The economic impact of chipping or grinding compared to burning will have to be reviewed before a determination can be made.

Grinding/Chipping is the reduction of woody, vegetative debris by cutting and pounding the debris to reduce the woody materials into small pieces or “chips”. Volume reduction is between 3 to 1 to 5 to 1. Burning reduces the debris about 95%. Wood chips can be recycled as mulch, fuel, ground cover, animal bedding, etc. Availability to recycle chips is a significant factor in determining the economic value of chipping/grinding. In the construction and operation of a chipping/grinding operation, the following factors apply:

- Grinding machines must have a clearance of 300 ft. Signs warning of possible flying objects from the grinders must be stationed around the perimeter of the equipment.
- The grinding machines screen to produce chips less than 4” long and ½” diameter.
- Debris must be sorted and clean of other contaminants like metals.
- Operators must wear hard hats even in closed cab machines while operating.
- Root rake loaders are used to avoid mixing debris entering the grinder with dirt or sand.
- Ground debris or mulch is monitored daily for heat (internal combustion) and is not recommended to remain piled for long periods (2-3 months).

Reduction site management:

The TDSRS will be substantially complete before debris is brought in. The TDSRS will have staging areas for each category of debris. All debris loads pass by the inspection tower, are inspected and tickets marked for type and volume of debris in each load.





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

Segregation of Debris—Curbside separation is addressed above. Loads that come in as mixed debris go to that pile and are sorted and separated by machines with grapples and thumbs and by hand labor and placed into the C&D, Vegetative, HHW, White Goods, and Metals Piles.

C & D Debris is non-burnable debris. Samples of this type of debris include mattresses, clothing, household garbage, concrete, asphalt, metals, plastics, manufactured furniture, building components, etc. Parts of this material, if well separated, can be reduced before landfill to reduce the cost of hauling and tipping fees (if charged by volume). Other parts, like metals can be recycled if well separated and cleaned.

Vegetative Debris is burnable debris which is reduced by incineration or chipping/grinding. Incineration reduces by 95% and ash residue is recycled or hauled off and disposed. Chipping / grinding reduction is estimated at 60%-75%. The chip or mulch product can be recycled. Vegetative debris may become mixed with materials like dirt, gravel, rock, or sand during the disaster. Root rakes are used to shake and separate vegetative debris before grinding. Shaker screens or trammels can be used to separate the earthen debris before reducing.

Household Hazardous Waste (HHW) is debris like household chemicals, pesticides, unidentified liquids, paint, batteries, etc. The goal is to separate this material at curbside and pick it up separately by a designated HHW crew to be delivered to collection points designated by the COR. If HHW becomes co-mingled with other debris and enters the site, it is separated and placed into a Hazardous Containment area for disposal by licensed handlers.

Regulated Asbestos Containing Materials (RACM) refers to materials which can often be mingled in with C&D debris like exterior roofing, siding shingles, insulation, flooring mastic, wall texture, ceiling tiles and stippled or blown on surfacing materials. These items should be separated at the curbside and left for licensed asbestos contractors to pick up and properly dispose. D&J always contracts with a properly licensed, certified, trained and insured asbestos contractor for both regulated and non-regulated ACM removal and disposal. We have relationships with several regional and national contractors for this service.

White Goods are refrigerators, air conditioners, freezers, etc. which may contain chemicals like Freon or oil, which must be remediated by someone with appropriate licenses and certifications. These are usually separated at curbside and delivered to collection points designated by the COR. If brought to the TDSRS they are placed in temporary storage. All White Goods are contained in a separate staging area, inspected and properly cleaned of all chemicals or fluids and then recycled.

Metals will be separated at the curbside and delivered to a separate staging area at the TDSRS unless directed otherwise by the COR. These items are recycled.

Electronics or E-waste will be segregated at the TDSRS, and periodically disposed of through an e-Waste recycling company designated by the COR. Alternatively, D&J will identify and get COR approval of a local or regional e-waste recycler.

During TDSRS operation, special attention is afforded to the following areas:





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

Site Safety - The Operations Manager and the Site Project Manager will conduct a Pre-Operations Site Safety meeting prior to the beginning of site operations. Items to be included in the Safety meeting will be:

- An overall review of the Site Plan and all temporary structures, the planned traffic flow, location of first aid stations, eye wash stations, fire extinguishers and location of sign with postings of emergency numbers.
- The first Weekly Safety Meeting will be held, and all information Safety and Occupational Health Plan covered.
- The Activity Hazard Analysis for each section of operations activity will be reviewed and discussed.
- A communication path between the site management and site personnel will be established in the event of an emergency so that an orderly and efficient means is established to mitigate the event.

Dust Control – D&J water trucks provide regular routine trips throughout the site during operations, keeping roads dampened to minimize dust. Water trucks are used to dampen ash residue when removed from burn pit to ash pit. Attention is given to normal wind direction when layout of the site is prepared.

Hazardous Materials Containment Area – The Site Manager will regularly inspect the Hazardous Materials Containment area for any cuts, tears or leaks in the protective membrane that lines the containment area. The Manager will also inspect the berm surrounding the area to assure proper site runoff is still intact.

Roadways – Traffic will be designed to allow flow of incoming and outgoing debris trucks to avoid congestion. Unloaded vehicles must pass the Exit Tower. Safety and directional signs will be posted throughout the site along with flagmen to assist and control traffic flow as well as for safety reasons. Rock road surfaces will be laid for easier maintenance and to protect from erosion. Private, non-operation-related traffic will be prohibited from the site.

Communication - Operators and flagmen will be equipped with two-way radios on the same frequency as the office base radio unit so that communications will be readily accessible throughout the site.

Disposal:

Disposal sites for the debris will be determined before operations begin. Vegetative debris will be hauled to a reduction site and C&D debris will be hauled to an approved dumpsite. A permanent or final debris disposal may not be immediately available at the beginning of operations.

Disposal is the operation of placing debris in its final resting place such as a licensed, permitted permanent landfill. This requires use of hauling equipment. In the Hauling and Dumping operations, special consideration is given to the following:

- All loading and hauling crews are under the direction of a D&J supervisor. Daily reports are maintained by the crew foreman and all equipment down time for repairs are noted on the daily reports. Equipment and employee hours recorded daily.
- Qualification of operators determined before being allowed to haul materials.
- Insurance documents and copies of driver licenses are filed in the field office before beginning operations.
- A safety orientation meeting is held by the Load and Haul Project manager before operations begin.
- Equipment is inspected and a record of the inspection is retained on file in the field office before operations begin.





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

- Operators are instructed on dump site procedures before leaving the loading site.
- All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
- All operators will report to the weigh station/inspection tower and deliver their load ticket to the dumpsite operator (or government inspector) for inspection and approval before proceeding to dump debris.
- Each truck operator will be directed where to dump each load by the dumpsite operator.
- Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.
- Truck operators will follow the designed traffic flow when leaving the dump and returning to the loading area.

Management of HHW/HTRW, white goods, e-wastes, automobiles, putrefied foods, tires, gasoline powered equipment:

HHW/HTRW - Household Hazardous Waste (HHW) and related HTRW (Hazardous Toxic or Radiological Waste) is debris like household chemicals, pesticides, unidentified liquids, paint, batteries, etc. The

primary goal is to separate this material on the curbside and pick it up separately by a designated HHW/HTRW crew and deliver to the collection point. If HHW/HTRW inadvertently becomes co-mingled with other debris and enters the TDSR site, it is separated and placed into a Hazardous Containment area for further disposal by licensed handlers.

We use teaming agreements in place (**Weston Solutions**) with qualified specialized subcontractors for HHW/HTRW activities.

Handling of Household Hazardous Waste during the Pick-up process

Unless co-mingled, regular Load and Haul crews will not pick up HHW/HTRW.

A crew, trained in EPA requirements for handling of HHW/HTRW, will load HHW/HTRW materials, (household cleansers, butane, poisons, etc.) at the curbside by hand in a specially equipped compartmentalized truck. HHW/HTRW will be delivered to the designated collection point.

Handling of HHW/HTRW that is inadvertently delivered to the TDSR Site

Hazardous Materials Containment Area – Initial deployment has all necessary material and supplies for a Hazardous Materials Containment Area as part of the complete TDSRS. It will meet or exceed RFP specification:

The site will first be graded, and a berm constructed to direct runoff away from the 30'x30' Hazardous Containment Area. The perimeter will be lined with hay bales staked in place. The area will be lined with a heavy gage plastic (or tarp for colder climates where plastic may be too brittle) to provide a waterproof barrier. Additional plastic or tarp sufficient to cover the area will be available to prevent rain from entering the containment.

If required, temporary fencing will be installed around the containment area for segregation and protection from traffic. Material will be contained in the Hazardous Materials Containment area for period pick-up (usually weekly at a minimum) by HHW/HTRW crew trained as noted above.





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

White Goods - White Goods refers to items like refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids like Freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items will be separated at curbside and will be delivered to the TDSR collection point. At the TDSR we will contain Dirty White goods (putrefied foods) separate from White goods and they will be inspected and properly cleaned of all chemicals or fluids or removed by professionals certified and licensed to dispose of them.

We will submit a **Dirty White goods** operations, cleaning and disposal plan prior to beginning site operations.

A White Goods team will be assigned to oversee the curbside removal and, if given a ROE task, precede the demolition team. The Hazmat team will separate and remove White Goods to the curbside before haul-off or demolition begins. This team will document daily the type and quantity of White Goods at the pickup location.

White goods that may inadvertently become mixed with truckloads will be separated at the TDSR site and stored separately.

White goods may also have refrigerants (Freon and Freon replacements), and often plastics and motors and sometimes other electronic components that need to be removed before recycling. Refrigerant removal must be done by trained and qualified personnel and can potentially lead to spills of regulated chemicals. Only certified, experienced and trained personnel will be used for these critical tasks in order to minimize risk and maximize efficiency.

E-Waste Handling Plan - Electronic waste, or e-waste, includes CRTs and flat screens, electronics, PCs, hard drives, printers, keyboards, phones, televisions, VCRs, and DVD players. E-waste can include any item that has an electric cord or a battery. E-waste is also known as WEEE, or Waste from Electrical and Electronic Equipment.

E-waste does not include appliances considered to be White Goods, even though they may contain electronics. E-waste may contain small batteries as accessories to the E-waste, but in general, identifiable, separate batteries will be handled as HTW.

Computer equipment is a complicated assembly of more than 1,000 materials, many of which are toxic, like chlorinated and bromated substances, gases, toxic metals, biologically active materials, acids, plastics, and plastic additives.

E-Waste segregation

The TDSR site plan will show the co-location of the e-Waste storage area near the HTW storage area. E-Waste will be segregated into a lined, separate storage area with design and operation identical to the HTW storage area, including over-packing where appropriate and weather protection. A partial list showing general categories is:

- Laptops to Mainframe Computers
- Modems, PDAs, Servers & CPUs
- Monitors, Keyboards, Mice, Printers
- Hard Drives, Calculators, Camcorders
- CD & DVD Players, Tape Players





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

- Electronic Games, Televisions, Radios
- Remote Controls, Two-Way Radios
- Portable Stereos AM-FM Receiver
- VCRs, Toner Cartridges, Copiers, Scanners
- Electric or electronic Laboratory, medical and analytical devices, Electric Typewriters
- Printed Circuit Board
- Uninterruptible Power Supplies (UPS)

E-waste will be segregated at the TDSR site, and periodically disposed of through an e-Waste recycling company designated by the COR. Alternatively, D&J personnel will identify and get Government approval of a local or regional e-waste recycler.

Automobiles – When directed by the COR, any automobiles encountered will be retrieved by a certified tow and recovery subcontractor. They will be placed in a separate designated storage area, and disposed of as directed by the COR

Putrefied Foods - All putrescible waste removal, cleaning and handling will be managed to minimize potential exposure of workers and others to putrescible waste and minimize generation of odors.

Refrigerators with putrescible wastes will be sealed by taping closed to avoid accidental openings and spillage while in transit.

Extra caution will be applied to the handling of dirty white goods that still contain putrescible wastes, like sealed freezers, refrigerators, coolers and iceboxes. Putrescible waste is solid waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odors and to be capable of attracting or providing food for birds or animals. Improper handling of putrescible waste could lead to odor issues that make site selection and operating a TDSRS difficult. There are numerous potential employee health and safety issues related to removal and disposal of putrescible wastes. The White Goods will be cleaned and recycled, and the waste delivered to a certified Municipal Solid Waste landfill.

Procedures like proper sealing of refrigerants and containers will be in place to control vector exposure and attraction of wildlife and minimize volume expansion through addition of water to the putrescible waste stream.

Dewatering of putrescible waste prior to disposal may be performed depending on final disposal site requirements.

Other Putrefied Materials – Anything that rots and produces a foul odor can be considered putrefied. Dead animals, piles of feed, rendering wastes etc. all are putrescent.

Disposal options include rendering, incineration, direct burial or landfill disposal.

Tires - All tires are separated and accumulated and transferred, in whole or shredded, to a certified tire recycler. D&J is a certified waste tire handler and transporter.

Gasoline Powered Equipment - All fluids will be drained from gasoline powered equipment. Fluids will be handled in accordance with HHW/HTRW procedures. All equipment bodies will be stored separately and recycled.





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

PROJECT CLOSE-OUT/EXIT PLAN

At the conclusion of the Project, government owned DMS site reclamation shall be accomplished in accordance with all federal, state and local laws, standards and regulations. Site reclamation shall be accomplished in accordance with the Contractor's Debris Removal Operations Plan and Environmental Protection Plan.

- Damages: Immediate settlement with a signed Release from injured party is the preferred method of resolving claims and will be used when possible. If not settled immediately, company will provide Claimant with liability Carrier information and file report with the Carrier's Adjuster. Unresolved claims being handled between Claimant and Insurance Company will be provided to the government representative.
- Complaints: A field office with a local address and telephone number will be established as soon as possible with signage at the entrance to reflect company name, address and telephone number. All complaints will be logged, and follow-up actions noted. Information and status on all unresolved complaints will be provided to the government representative.

As included in other parts of this proposal, D&J has proven experience with site management and with FEMA requirements, rules and regulations to qualify for this scope.





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

PERSONNEL & EQUIPMENT RESPONSE TIME

5/4/2021

City of Pembroke Pines, FL
Attn: Purchasing
8300 South Palm Drive
Pembroke Pines, FL 33025

Re: RFP AD-21-02 – Disaster Debris Management Services

Sir/Madam:

D&J Enterprises' ability to respond in a timely matter to any disaster has been tested many times, but we have always risen to the challenge. D&J's fleet of Mobile Command Units are always on standby and our management team is fully prepared to depart at a moment's notice. D&J Enterprises, Inc has one of the most extensive **company-owned** equipment lists in the industry. Along with the equipment, D&J has an average of 225 **full-time** employees as well as relationships with a vast number of sub-contractors throughout the South East. D&J can respond with company owned equipment and subcontractors within **24 hours** of a Notice to Proceed. Our Management Team consists of full-time employees who have been in the disaster recovery business for over 50 years.

D&J Enterprises has always responded to ALL of our clients and performed ALL projects to the satisfaction of the client. D&J has never failed to act on a Notice to Proceed. D&J has never had a claim against a Performance Bond.

D&J strategically only submits proposals to municipalities that are geographically located in a manner that we can control and better manage our fleet of equipment and personnel.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jason Sanders', with a long horizontal flourish extending to the right.

Jason Sanders
Vice President of Operations





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

EQUIPMENT

D&J Enterprises owns an extensive inventory of specialized debris handling equipment. As proof of this, an itemized list of this company-owned equipment, including model, serial numbers, etc., is available upon request. This list does not include the vast resources of equipment owned by subcontractors. D&J owns over \$30,000,000.00 of equipment. Because D&J does, in fact, own a substantial amount of this equipment, it places D&J in a unique position within the disaster response industry. While the company prides itself on its long-standing relationship with experienced debris removal/management subcontractors throughout the United States and has the ability to activate them to nearby areas within hours of an event, the company is also capable of independent response within hours using its own resources. Because the company owns its own equipment and does not have to rely solely on subcontractors or others, it has the capability to independently mobilize and dispatch necessary equipment and personnel to affected areas anywhere within the Southeastern, Southwestern, Gulf, and Atlantic Coastal States immediately. In addition to this equipment list, D&J has national accounts with all major equipment rental companies. D&J has an extensive subcontractor list within the United States to supplement our equipment & personnel.





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

EQUIPMENT



Fisher Brown Bottrell
INSURANCE, INC.

248 East Capitol Street
Suite 1200
Jackson, MS 39201
Post Office Box 1490
Jackson, MS 39215-1490
(601)960-8200 PHONE
(800)410-8200 TOLL FREE
(601)208-7484 FAX
www.fbins.com

June 20, 2018

D & J Enterprises, Inc.
3495 Lee Road 10
Auburn, AL 36832

Jason,

This is to certify that as your insurance agent that we have insured the equipment for D & J Enterprises for 5 plus years with hundreds of pieces of equipment and over \$30 Million in value.

Also, as your bonding agent for in excess of 30 years, I also affirm that "D & J" has always owned a very significant spread of heavy equipment that is also reflected in the financial statements that we, as surety rely. As mentioned above, that spread of equipment exceeds \$30 Million Dollars in value.

In my opinion, "D & J" has always maintained an equipment spread to more than handle the work it undertakes.

Jerry Veazey

Fisher Brown Bottrell Insurance, Inc. is a subsidiary of Trustmark National Bank. Insurance products are not deposits or other obligations of, guaranteed by, or insured by Trustmark National Bank or any of its affiliates; not insured by the FDIC or any other agency of the United States, except in the case of Federal Flood Insurance or Federal Crop Insurance, and may be subject to investment risk, including the possible loss of value.





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

EQUIPMENT

COMPANY OWNED EQUIPMENT	QUANTITY
Dump Trucks	47
Tractors	13
Trailers	80
Utility Vehicles	59
Pick-up Trucks	42
Articulated trucks	5
Mobile Command Centers	3
Portable Offices & Housing	2
Wheel Tractors	28
Scrapers	9
Motor Graders	4
Backhoes	14
Dozers	28
Rubber Tired Loaders	16
Hydraulic Excavators	29
Compactors & Rollers	51
Forklifts	4
Skid Steer Loaders	9
Grinders	9
Message Boards	16
Asphalt & Paving Equipment	16
Air Compressors & light Plants	9
Generators	24
Misc. Heavy Equipment	189
Laser	9
Communication Devices	240





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

EQUIPMENT LIST



D&J ENTERPRISES, INC. - EQUIPMENT LIST

DUMP TRUCKS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
100112	2016	Kenworth T880 Dump Truck	1NKZX4TX0GJ469837	43X91061
100113	2016	Kenworth T880 Dump Truck	1NKZX4TX2GJ469838	43X91062
100115	2016	Kenworth T880 Dump Truck	1NKZX4TX0GJ469840	43X91043
100116	2016	Kenworth T880 Dump Truck	1NKZX4TX2GJ469841	43X91041
100124	2016	Kenworth T880 Dump Truck	1NKZX4TXXGJ469845	43X91046
100106	2015	Kenworth T800 (add dump bed)	1NKDL40X1FJ452974	
100094	1998	Kenworth T800	1NKDLB0X0WR774267	Oscar
400810	2001	Ford F650 Dump Truck	3FDWF65201MA66810	
400103	2000	Chevy C7500 Dump Truck	1GBM7H1C8YJ516895	
400104	2000	Chevy C7500 Dump Truck	1GBM7H1C2YJ516682	
400105	2000	Chevy C7500 Dump Truck	1GBM7H1C2YJ516830	
100103	2017	Kenworth T-800	1NKDL40X7JJ203684	
100104	2017	Kenworth T-800	1NKDL40XXJJ188579	
100105	2017	Kenworth T880 Dump Truck	1NKZX4TX6JJ190660	
100107	2016	Kenworth t-800	3BKDX4TX5HF157698	
100108	2000	Peterbilt 378	1npfbttxyn498791	
100130	2016	Kenworth T370	2NKHJ7X6GM127786	
100121	2017	Kenworth T-800	1NKDL40X2JJ203687	
100120	2017	Kenworth T-800	1NKDL40X0JJ203686	
400953	2004	Kenworth T800 Water Truck	1NKDXTTX34J066953	
100111	2015	Kenworth T800 Dump Truck	1NKDL40XXFJ440757	
100109	2015	Kenworth T800 Dump Truck	1NKDL40X8FJ440756	
100609	2016	Kenworth T800 Roll Off Truck	1NKDLP0X3GJ125477	
100607	2015	Kenworth T-800 Roll off	1NKDLP0XXGJ25475	
100611	2015	Mack GU713	1M2AX04C5GM029657	
100606	2015	Kenworth T800 Roll Off Truck	1NKDL40XXFJ431640	43X91030
100127	2019	Kenworth T800 Dump Truck	1NKDL40X4KJ289537	
100128	2019	Kenworth T800 Dump Truck	1NKDL40X8KJ289539	
100132	2019	Kenworth T800 Dump Truck	1NKDL40X9KJ289551	
100126	2019	Kenworth T800 Dump Truck	1NKDL40X4KJ289540	
100129	2019	Kenworth T800 Dump Truck	1NKDL40X5KJ289546	
100131	2019	Kenworth T800 Dump Truck	1NKDL40X9KJ289548	
	2000	Chevy C7500 Dump Truck	1GBL7H1C1YJ501392	
100105	2020	Kenworth T880 Dump Truck	1NKZX4TXXLJ415780	
100107	2020	Kenworth T880 Dump Truck	1NKZX4TX5LJ419932	
	2020	Kenworth T370	2NKHJ7X4LM391664	
400052	2014	International 4300 Dump Truck	3HAMMAAR3EL763550	
400051	2013	International 4300 Dump Truck	1HTMMAAR6DH466924	
400053	2014	International 4300 Flatbed Dump Truck	3HAJTSKM0EL767800	
100114	2020	Kenworth T880 Dump Truck	1NKZL40XXLJ424771	
100125	2020	Kenworth T880 Dump Truck	1NKZL40X3LJ424773	
100118	2020	Kenworth T880 Dump Truck	1NKZL40X1LJ424772	
TRACTORS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
200035	2016	Kenworth T880	1KKZD40X4GJ480813	
200040	2017	KW W900	1XKW40X0JJ205448	
200041	2017	W900	1XKWD40X7JJ205446	
200090	2016	Kenworth W900L	1XKWP4TX6GJ479863	1095295
200091	2017	KW W900	1XKWD40X9JJ205447	
200025	2015	Peterbilt 389	1XPXP4EX9FD278936	
200093	2017	KW W900	1XKWD40X2JJ205449	
200095	2018	Peterbilt 389	1XPXD49X5KD625143	
200099	2020	Peterbilt 389	1XPXP4EX4LD667253	
200026	2021	Peterbilt 389	1XPXD49X5MD730865	
200042	2013	Peterbilt 367	1XPTD49X9DD183355	
	1970	Jeep M818 Military Truck	C124113599	
	1990	Harsco M9132 Military Truck	3101170	
TRAILERS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
300003	2005	20' TexBragg Utility Trlr *blk	17XFP202051058791	43UTJ622
300004	1996	54' Wallace Lowboy* Sil	PLBT5031000960122	A068208
300005	2005	Hi-Tech Tri-axle Utility Trlr	1N9BB34385P223247	43UT2271
300007		Trail King 55 Ton Lowboy	1TKJ053388B072242	43TR1238
300012	2000	20' Pace American Cargo Trlr	4FPAB1822YG049028	A067662





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

300013	2001	14' Pace Encl Utility Trlr	4FPUB12241G057255	A067663
300014	1998	29' Better Built Black Goose Neck Trlr	4MNDG2924W1001892	A067649
300016	2005	Trlr Direct Utility Trlr	52051905250061203	43UT2272
300017		40' Fruehauf Van Trlr		*****
300018	2006	53' Trailboss Dovetail Lowboy Trlr	4SODK533961002408	A067646
300019	1972	General Equipment Trlr	9D75107	*****
300020	1972	40' Brown Van Trlr	R64-1384	*****
300038	1984	42' Aztec Utility Flatbed Trlr *Sil	1AZBJ2A13E1014330	43UT2265
300041		Hobbs Shopbilt Trlr	100011	*****
300044	1986	48' Aztec Van Trlr	1AZBM4E1XG1017791	*****
300047	1970	40' Kentucky Van Trlr Encl *Sil	38044	43TR5461
300053	1968	40' Fruehauf Tool/Shop Van Trlr	MEJ735001	43TR1236
300054	1997	48' Stoughton Container Trailer	1DW1C5327SS941582	43TR1241
300055	2001	6X10 Pace American Cargo Trlr *Whi*	4FPFB10121G051554	A067652
300056	1997	48' Stoughton Container Trailer	1DW1C5329SS941227	43TR1240
300060	1995	48' Wabash Van Trlr *Whi*	1JJV482U8SL263998	43TR1239
300061	1995	48' Fruehauf Van Trlr *Whi*	1H2V04822SE001361	43TR5240
300070	2002	25' Shop Built Utility Trlr Blk	AL02HM00600020070	43UT2273
300080	1997	26' East Dump Trlr Alum	1E1D1M484VRG21613	A067653
300082	2005	Big Tex Dump Trlr Blk	16VDX182552685188	A067925
300087	1985	35' Red Gooseneck Flatbed Trlr. (Eddie Walker)	16GL68J25FB026676	A067655
300088	2006	38' Steco Steel Dump Trailer	5EWDS382061254092	A067641
300426	1993	Alfa See Ya Travel Trailer 5th Wheel	1AU204028PA002790	43TL72A5
300428	1974	40' Sirick Flatbed Trlr	C50061	A067640
300429		26' Shopbuilt Trlr Blk	DJ1525B01	43UT2274
300430		24' Shopbuilt Trlr Red	DJ135S802	43UTC993
300432	1981	12' Butler Utility Trlr *Whi*	83193	43UTD288
300433	1998	Trailking TK12U 6 Ton utility trlr	1TKU0162XXM074831	43UTJ620
300434	1994	38' Spec Dump Trlr Silver*	1T9DS36C1R1066345	43TR5925
300435	2005	28' Pace Cargo Trailer	4FPWB828225G092274	A067639
300750		Dorsey Van Trlr	95750	not needed
303210	2006	29' Anderson Flatbed Gooseneck Trailer	4YNGN29246C043210	43TR1242
300089	2007	Rhodes 34Ft Dump Trlr	1A9AD342X7P432008	43TR1244
300090	2007	Rhodes 34Ft Dump Trlr	1A9AD34217P432009	43TR1243
306793	1992	24' Gooseneck Trlr	AL92HM00800006793	
309770		24' Gooseneck Stock Trailer Red w/Canvas top	16GS324216B059770	A067889
309772		16' Gooseneck Stock Trailer Red w/Canvas top	16GS316266B059772	43UTJ624
	1987	Equipment Trlr	Shop built	*****
		40' Builtwell Flatbed Trlr		*****
	1988	35' Flatbed Trlr		*****
	1988	30' Atlantic Office Trlr	GM-1475	*****
	1974	Atlantic Office Trlr JJ4	K-5035	*****
	1983	24' Wildern Trlr	1ED1P242XD5317774	80TL0592
	1978	Utility Flatbed Trlr (GA)	784477	*****
300062	2007	Liddell lowboy trlr	1292980407E094082	43TR5241
	2007	Wilson Gooseneck Trlr	1W1DGBT567H532781	A067888
		Legacy 7 x 14 Tandem Trailer		
	2009	Pace American Trailer	4FPUB14219G132776	43UT2269
	2008	C & W 6-12-FB2	46CFB12238M008369	43UT2268
300091	2007	East 28' Dump	1E1D2M3807RK40842	43TR1229
300092	2007	East 28' Dump	1E1D2M3827RK40843	43TR1228
	2009	Wilson 24'x7' Stock Trailer	537928	A067887
	2009	Reyes 5 x 16 Gooseneck Livestock Trailer	1R9LG16139C250172	43UTJ621
300009	2009	Etnyre Transport Tanker 7500 gal	1E9TG3997AE007014	A067741
	2008	Circle W. Hay Trailer	1C9TB240281140273	A068152
	2011	Featherlite Car Hauler	4FGA42027BC116734	43TR1231
	2003	Sooner Horse Trailer	48HSA182X31000177	80UTBA06
	1997	Featherlite Car Hauler	4FGL38203VA941647	A067893
	2003	Featherlite Car Hauler	4FGL026223C059453	43TR1235
300773	2012	Lark Enclosed Trailer	5RTBE1626CD029121	43UTJ619
	1986	Brenner 40' Stainless Steel Tank	10BFT5211GF007910	
300629	2015	Steco 38 Foot Steel	1PLZ03829GPK60629	
	2014	Gooseneck 32' Steel Stock Trlr	16GS63234FB068844	
300153	2012	East Genesis 35 Alum Dump	1E1D1S386CRL47153	
300716	1991	18 Foot flat bed trailer 028529	AL 98HM00900005716	
300516		Freedom Enclosed Cargo Testing Trailer	5WKBE1629H1046516	
300774		CargoSport White trailer		
	2008	Heil 1040 Cu Ft T/A Pneumatic Bulk Trailer	5HTSN422685T37430	
	2000	Etnyre Tank Trailer	1E9T42168YE007003	
	2018	Econoline Tag Trailer	42EDPLC34J1000090	
	2016	Heil CTF214 T/A Pneumatic Bulk Trailer	5HTSN4522G7T95808	





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

	2016	Heil CTF214 1040 Cu Ft T/A Pneumatic Bulk Trailer	5HTSN4525G7T95818	
	2018	XL Specialized XL24A S/A Stinger Jeep	17791	
	2014	Heil 1650 cu ft aluminum Dry Bulk Pneumatic Tank	5HTSN472XE7W93209	
	2014	Heil 1650 cu ft aluminum Dry Bulk Pneumatic Tank	5HTSN4728E7W93211	
UTILITY VEHICLES				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
400021	2007	Freightliner	1FVAFCDK87HY20469	30CH4
400033	2005	Kenworth T300 Fuel Trk	2NKMMD7X85M111201	43X41031
400038	2006	Ford F650 Crew Cab	3FRNW66BX6V252017	43X51037
400046	1988	Ford F350 Flatbed Trk	1FDKF37M0JNB36422	43D841V
400109	2012	Peterbilt PB330	2NPNMHM6X6CM150026	
400048	2001	Ford 350 Flatbed	1FDWF36F81EB89437	43X41027
400049	2018	KW T370 FUEL SERVICE	2NKHJH7X5JM10049	
400126	2003	Ford F350 XLT Crew Cab	1FTWW33P03EC51630	43X41030
400130	1983	Ford F700 Water Truck	1FDXK74N6DVA04307	43X11141
400133	2006	Ford F750 Water Truck	3FRXF75S66V350705	80X21480
400134	1984	International Single Axle Trk	1HTDA2370EHA13705	43X41025
400136	2015	Peterbilt PB330	2NP2HJ6X6GM339346	
400138	2006	Ford F750 Tack Truck	3FRXF75N86V332197	43X51038
400151	2012	Dodge Ram 5500	3C7WDMBL1CG287428	43X31032
400153	2015	F750 SERVICE TRUCK	3FRXF7FJFV72658	
400156	1993	International 4900 4X2 CH Flat Bed	1HTSDPPNXP527369	43X41028
400154	1995	Ford F800 Box Bed Truck	1FDXF80EXSVA48422	
400162	1995	Ford F Series Flatbed Dump	1FDXF80C4SVA70379	43X51013
400168	1991	GMC C70 Topkick	1GBM7H1J2MJ109728	43X31033
400170	1995	Ford LA9000 Water Truck (2,450 gal)	1FTYS95W2SVA72368	43X41032
500171	2016	Dodge 3500 Flatbed	3C7WRTCL3GG243060	
400171	2008	F550	1FDAW57R18EA03164	
400172	2001	Sterling Acterra Spreader Truck	2FZAAHBWX1AH66122	43X41023
400174	2006	Ford F450 Service Truck	1FDXW47P06E836059	43X11139
400142	1998	International 8200 Water Truck	1HSHEALN3WH509437	80X21476
400175	2002	GMC	1GDM7H1C92J516404	43X51039
400178	2007	Kenworth T300 Fuel Trk	2NKMMD7X17M208517	43X61018
400181	2000	FL80 Freightliner Water Truck	1FUBBXC513KH88022	43X21134
400184	1993	International 4900 Water Truck	1HTSoPCN4PH513512	80X21482
400183	1998	International 4900 Water Truck	1HTSOAAN7WH518391	80X21481
400150	2007	Ford F750 new flat bed	3FRXF75T07V543961	43X51012
400179	2000	Sterling Fuel & Lube Truck	2FZXFMEB9YAB47129	43X61017
400147	1996	International 4900	1HTSDAAN5TH266782	80X21655
400961	2007	International 4200SBA Flatbed	1HTMPAFM27H440961	8X21904
400916	2012	International Roll-off	1HTJSSK5CJ391916	
400144	2009	International Durastar	1HTMKAAN49H019444	
400415		Oskosh Chassis Cement Spreader	1OTGDAC3X15070415	
400543	2007	Ford 650 RED Flat bed	3frwx65z18v569543	
400781	2016	Dodge Chasis 3500	3C7WRTALOGG100781	
400155	2007	Ford F450 Lariat Crew Cab	1FDXW47P17EA92123	
400213	2006	Terex Concrete Mixer Truck	5DG8AC4T860011213	
400606	2012	International -TED		
400153	2015	Ford F750Jeremiah	3FRXF7FV726758	
400257	2007	Ford F750 Water truck	3FRWF75E67V394257	
400131	2001	International 4700 Tack Truck	1HTSCABN72H509461	
400711	2015	Ford 550 Cube Box Lift Gate	1FDOW5GT1FEA08711	
400526	2012	Dodge 3500 Flatbed	3C7WDSCT6CG166526	43456A
400137		Kenworth T370 - Etnyre 2,000-gallon Centennial Distributor	2NKHMM7XXKM300011	
	2006	Ford F750 Water Truck - Cummins Diesel	3FRNF75F26V255178	
400074	2008	Kenworth T300 Mechanics Truck	2NKMHHM6X28M221974	
400089	2009	International 4300 Water Truck	1HTMMAAN19H080089	
400978	2020	Kenworth T370 - Etnyre 2,000-gallon Centennial Distributor	2NKHMM7X1MM428978	
400054	2000	International 4900 6X4 Fuel and Lube Truck	1HTSHAAT0YH286478	
PICK-UPS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
500007	2003	Ford F350 4DR Crew Cab(17)	1FDWW36F63EA73317	43XA114A
500006	2018	F250 SUPER DUTY CHIP	1FT7W2BTOJEB79466	
500029	2011	Ford F150	1FTFW1EF0BFB88286	43P1493A
500123	2008	Dodge 4500 (500015)	3D6WD68A98G185858	43X51014
500016	2010	Ford F150 FX4	1FTFW1EV1AFB73897	
500041	2015	Dodge 1500 2WD	1C6RR6FT3FS742141	43824A
500045	2015	Dodge 1500 2WD	1C6RR6FT5FS761645	43823A
500030	2006	Ford F350 Crew Cab	1FDWX37PX6ED21111	43DF721





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

500039	2012	Ford 350	1FT8X3BTXCEA85380	43DF713
500043	2011	Ford F150	1FTFW1ET78FB14384	5WN71
500047	2011	Ford F150	1FTFW1CT9BF851603	43P1492A
500233	2011	Ford F350 Flatbed Trk	1FD8W3G61BEA59721	
500045	2008	Ford F-Series w/added bed	1FDXW47R09EB45199	30CH3
500040	2012	Ford F150	1FTFW1ET7CFB20705	43DF711
500048	2016	Dodge Dually-Ranch	1FT8W3DT3CEB27825	
R37 DCJ	2006	Ford Super	1FTNF21596ED70336	1812AM9
500027	2012	Ford F250	1FT7X2A62CEB91064	43DF710
500046	2015	Dodge Ram 3500	3C63RRKL7FG579868	29CH7
500050	2011	Ford F350 Crew Cab	1FD8W3G67BEA63773	
500390	2012	Ford F350	1FT8X3BTXCEA85380	43DF713
500056	2008	Ford F250	1FTSX21R88EB83708	43AB593
500132	2001	FORD F350(Jackie)	1FDSF34L61EA87903	43DA358
TS	2014	Ford F150	1FTFW1EF9EFC12735	
500025	2010	GMC Sierra 4X4	1GTPKTEA9AZ155073	
500001	2015	Lincoln Navigator	5LMJ3JT8FFJ11539	
500024	2016	Ford F250 Plat	1FT7W2DT1GEA08606	
500008	2011	Ford F150 Extended Cab 4X4	1FTEX1EM1BFA65281	
500205	2014	F150	1FTFX1ET8EFC25544	
500071		2006 Chevy Silverado Harbor Point	1GCEK19B36Z177771	
500013	2016	Dodge 3500 HD Larami	3C63RRKL6GG219413	
500010	2012	Chevy 2500 Liftgate	1GC2CVC7GZ235677	
500039	2018	Ford F350	1FT8W3BT7JEC33422	
500023	2018	Ford F350	1FT8W3BT8JEC33347	
	2018	Dodge Ram 2500	3C6UR5CL8JG366299	
ANDRES	2018	Ford F250 King Ranch Superduty	1FT7W2BT1JEB79752	
DAN	2018	Ford F150 King Ranch Diesel	1FTFW1E19JFD79322	
HAYES	2018	Ford F150 King Ranch Diesel	1FTFW1E12JFD79887	
500020	2018	Ford F150 Extended Cab 4X4	1FTEW1E59JFB72668	
500029	2018	Ford F150 Extended Cab 4X4	1FTEW1E53JFB72682	
CHIP	2020	Ford F250	1FT7W2BT8LEE92686	
JASON	2020	Ford F150	1FTFW1E16LFC18154	
WILLIAM	2020	Ford F150	1FTFW1E16LFC75387	
500233	2020	Ford F350	1FD8W3NT0LED07530	
ARTICULATED TRUCKS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
800749	2012	Caterpillar 740B End dump	T4R00749	N/A
800748	2012	Caterpillar 740B End dump	T4R00748	N/A
800169		Caterpillar D250E End dump	4ps00169	N/A
	2016	Volvo A25G Articulated Dump	740317	
	2016	Volvo A25G Articulated Dump	740318	
MOBILE COMMAND CENTERS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
900874	2005	Vantare Prevost Motorcoach	2PCV3349641014874	KATR1NA
900892	2005	Vantare Prevost Motorcoach	2PCV3349841014892	RITA05
900974	2000	Royal Prevost MotorCoach	2PCM33494X1026974	IVAN
PORTABLE OFFICES & HOUSING				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
	2005	Featherlite Trailer for Vantare Motorcoach	4FGA484395C073036	43UTJ623
300476	2006	53' Featherlite Trailer Custom	4FGE853276C085476	43TR1230
WHEEL TRACTORS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
702150		John Deere 2150	530997	
703600		Ford 3600	490714	
705025	2005	John Deere 9520 4WD Agricultural Tractor	RW9520E030025	
705044	2005	John Deere 9520 4WD Agricultural Tractor	RW9520E030044	
705400		John Deere 5400	LV5400E542355	
		John Deere 5420 4X4 Farm Tractor	traded in on 6430JD	
706079		Kubota BX2200	56079	
706220		John Deere 6220 Farm Tractor w/JD563 loader attachment	L06220A485614/W00563D001020	
706715		John Deere 6715 Farm Tractor	377440	
707601		John Deere 760	T373R01396R	
707420		John Deere 7420	RW7420R033978	
		JD 741 Loader bucket for 707420	W00741D007167	
		Athens 107 Offset Disk Harrow Farm	103031 Model #107-2327-660	
		JD 6430 4WD Tractor	LO6430OH536087	
		JD 673	W00673D004618	





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

		1301 D Spear for JD673	MJAL1301D701047	
		JD 7410 Farm Tractor	2477	
705525		JD 5525 tractor w/loader. Forks, bale spear	LV5525R354335	
705525	2005	JD 5525 Farm Tractor	LV44246150661	
707230		JD 7230 Tractor	5713	
		JD 7130 Tractor	RW7130H28009	
		JD 7130 Tractor	RW7130H014293	
	2012	JD 7130 Tractor	31179	
	2010	JD 7130 Tractor	L07130B628253	
		JD 750 Model 07505	4893	
707116	2014	JD 6140R Tractor	12116	
		JD 790 4WD	LV0790G472638	
SCRAPERS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
800622		Caterpillar 621F	4SK00127	
806214		Caterpillar 621F	4SK00510	
800407	2002	Icon CE17C Hydraulic pull pan (pull behind scraper) 17 yd cap	52053	
800408	2002	Icon CE17C Hydraulic pull pan (pull behind scraper) 17 yd cap	52054	
800065	1985	Cat 621B Scraper	07KC0065	
800339	2001	Cat 621G Motor Scraper	ALP00339	
800303	2001	Cat 621G Motor Scraper	ALP0303	
800356	2001	Cat 621G Motor Scraper	ALP00356	
800323	2004	Cat 621G Motor Scraper	CEN00323	
MOTOR GRADERS				
Equip #	Year	Make/Model	VIN#	
800125	2004	Caterpillar 12H VHP	BK00455	
800142	2008	Caterpillar 140M	B9D01162	
800144	2013	Caterpillar 140M2	M9D01408	
800143	2011	Caterpillar 140M2	M9D216	
BACKHOES				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
803102	1995	John Deere 310D	T0310DG814545	
804072		Caterpillar 420D	8LN02072	
804163	2003	Caterpillar 420D 4X4	FDP11104	
804167	2002	Caterpillar 420D	FDP04951	
819504		Caterpillar 420D 4x4	FDP19504	
819259		Caterpillar 420D 4X4	FDP19259	
818810		Caterpillar 420D 4X4	FDP18810	
819200		Cat 420E 4 X4 Backhoe	3200	
819199		Caterpillar 420D	FDP08199	
804096	2016	Cat 430F2ST Loader Backhoe	HWE00396	
804095	2016	Cat 430F2ST Loader Backhoe	HWE00395	
804946	2013	Cat 420F IT Loader Backhoe	JWJ00946	
DOZERS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
800002		Caterpillar D5G	AWGB00699	
800004		Caterpillar D3C	6SL02107	
800007		Caterpillar D8K	77V75297	
800008	2000	Caterpillar D6R	5LN002053	
800015		Caterpillar D8R	7XM01245	
800011	2005	Caterpillar D6N	AKM01836	
800012		Caterpillar D5	MHK07794	
800013		Caterpillar D5G XL	WGB01832	
800014	2002	Caterpillar D6R LGP	9PN01935	
800069	1999	Caterpillar D6M	4JN01503	
800259	2012	Caterpillar D6T XW	D6TSLJ00259	
800071		Caterpillar D5G XL	WGB00769	
800194		Caterpillar D5G	WGB02194	
800170	2003	Caterpillar D6R LGPII	ADE00170	
800765	2004	Caterpillar D5G LGP	RKG00765	
800533	2002	Caterpillar D6R XL	4MN00533	
800822		Caterpillar D5GXL	WGB3822	
800208	2006	Cat D6R XL	GJB00208	
800976		Cat D5G	RKG01976	
800215	2001	Cat 963C (802153 ON CAB)	K2DSO2153	
800428		Cat 963 Sand Hill	48Z00287	





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

800436	2013	Cat D6T LGP	00D6TLKSB01436	
800316	2013	Cat D6T LGP	D6TKKS01316	
800465	2011	Cat D6T XL	GMK00465	
800089		Cat 963 Crawler Loader	CAT0963CLBBD01089	
800263	2011	Cat D8T Crawler Tractor	CAT00D8TKFCT00263	
800380		Caterpillar D6N	MLW00380	
800963	1997	Cat D8R Crawler Tractor	7XM01968	
800373	2014	Cat D6T LGP Crawler Tractor	ZJB01373	
RUBBER TIRED LOADERS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
801203	2005	Volvo L120E	L120EV64873	
801204	2005	Volvo L120E	L120EV64875	
801205	2005	Volvo L120E	L120EV64872	
806241		John Deere 624JZ	959140	
806443	2003	John Deere 644H	DW644HX586313	
809091	2002	Caterpillar 972G	CAT0972GHAXC00423	
809092	2004	Volvo L220E	L220EV3029	
809884	1982	Caterpillar 980C	63X04902	
809854	2002	John Deere TC54H	585632	
809855		John Deere TC54H	587042	
809502		Caterpillar 950H	M1G00187	
801802		L90E VOLVO	L90EV66802	
809136	2005	Caterpillar 950G	0950GLAXX01136	
800993		Cat 950K Wheel Loader	CAT0950KCR4A0093	
	2013	Cat 930K Wheel Loader	RHN01538	
	2017	Cat 930M Wheel Loader	KTG01633	
HYDRAULIC EXCAVATORS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
803252	1995	Caterpillar 325L	7LM00803	
803255		Caterpillar 330B	6DR1922	
803257		Caterpillar 325CL TH	BFE00612	
803361	2010	Caterpillar 336DL	JW3K00987	
803236		Caterpillar 336DL	CW3K00236	
803261	2002	John Deere 50ZTS	240405	
803262	2002	Caterpillar 320 CL	CAT0320CJAN802081	
803303	2003	Caterpillar 330CL	KDD00498	
803253	2007	Caterpillar 325DL	A3R00553	
800180	2006	Takelchi TB180	17830487	
803254	2007	Cat 325D	A3R00532	
803512	2012	Cat 308E Mini Ex	GBJ00512	
803422	2006	Cat 330 DL	MWP00422	
803480	2007	Cat 330DL	0330DVMWP01480	
803582	2005	Cat 330CL	0330CKDKY03582	
803350	2006	Cat 330DL	DLNBD00350	
803113	2006	Cat 304C Mini Ex	FPK01113	
803660	2005	Cat 345 CL	CAPJW00660	
803937	2012	Cat 336EL Track Excavator	CAT0336EKBZY00937	
803101	2012	Cat 336EL	0336ETBZY01101	
803167	2014	Cat 316EL	0316ELYZZ00167	
800740	2012	Cat 336EL	0336EABZY01740	
803699	2016	Cat 349FL	HPD00699	
803104	2018	Cat 336FL	SSN20104	
803795	2016	Cat 349F	BZ200795	
803781	2016	Cat 349F	BZ200781	
803603	2015	Cat 336EL Track Excavator	CAT0336EEBZY02603	
COMPACTORS & ROLLERS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
Equip #	Year	Make/Model	VIN#	
600003		Sheepfoot 48"		
600004		Sheepfoot 60"		
		48" Pad foot Roller Skid Steer	54800752	
800135	2014	CB22B TANDEM ROLLER	41900135	
600005		Sheepfoot 60"		
800304		Tampo Tow Type 9 Wheel Rllr		
800331	2018	CW16 TIRE ROLLER	TL500331	
800334	1994	Ingersoll Rand SD100F Vibrator roller	10064	
800314	1997	IngersollRand SD100D Vib.	148139	
800321	1997	Ingersoll-Rand SD100DB Vib Smooth Drum Roller	150860	
800322	2004	Cat CS533E Vibratory Padfoot Compactor	CATCS533CAK00194	





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

		Padfoot Shell Kit for 800333		
800378	1999	Hypac C530AH Pneumatic Roller	109A22201644	
800744		Ingersoll-Rand SD100D Vib Smooth Drum Roller	A22993	
		Ingersoll-Rand Sd100 Shell Kit		
802121		Caterpillar Asphalt Compactor CB114	DST00212	
800852	2000	Dynapac LP852 Trench Compactor	282	
800305		Rosco Tru-Pac 915	46194	
800433		CP433E Cat Roller	ASN00194	
800281	2010	Caterpillar CB54 XW Asphalt Compactor	JLM00281	
800114		Cat CB-114 Tandem Roller	C2Z00179	
800891	2005	Cat CP563E Vib.Single Drum	CP563CCNT00891	
800904	2005	Cat CP563E Vib.Single Drum	CP563LCNT00904	
800853	2005	Dynapack LP8500	18500086	
800710	2014	Bomag BW213 D-4	584710	
800910	2014	Bomag BW213 D-4	5850910	
800638	2011	Cat CP56 Vib.Compactor	JCS00638	
800120	2012	Cat CS56B Smooth Roller	CATCS56BCL8H00120	
800858	2005	Ingersoll-Rand SD-45DTF Vib	180858	
800018		Cat CS76XT Roller	OCS76HCYX01018	
800243	2006	Broce RJ350 Broom	405243	
800242		MQ VIPER RAMMER TRENCH ROLLER	60242	
800214		CB36B SMOOTH ROLLER	M36600214	
800344	2014	LP8504 DYNA PAC TRENCH	BGF042344	
	2019	Caterpillar CB1.8 Asphalt Roller	ERX00201	
800405	2019	Caterpillar CB13 Tandem Vibratory Roller	PWP00405	
		Caterpillar CS56B Roller	L8H01115	
800581		Caterpillar CS56B Roller	TLHC00581	
	2001	Cat 815F Compactor - straight blade with tilt	1GN01021	
	2016	Cat CS56B Roller	S5600314	
	2016	Cat CS56B Roller	S5600315	
	2016	Cat CS56B Roller	S5600318	
	2017	Volvo PT125C Pneumatic Roller	327022	
	2019	Cat CB7 59" Tandem Vibratory Compactor	NLJ00153 EQN091731	
		DYNAPAC CA-152 Roller		
FORKLIFTS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
800154		Cat DP80	1DP00154	
800221	2005	Cat TH350B telescopic Forklift	SLD01425	
800220	2002	Bobcat V518 4x4x4 Telescopic Forklift	367011188	
SKID STEER LOADERS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
Equip #	Year	Make/Model	VIN#	
800703	2006	Cat 268B	LBA01703	
806494	2007	Cat 257B	SLK06494	
801609	2014	Cat 289D	TAW01609	
801561	2015	Cat 259D	JFTL03561	
801852	2013	CAT289C2	RT00852	
801491	2012	CAT 259B3	YYZ03491	
	2018	CAT 259DXPS	CAT0259DLFTL19409	
	2018	CAT 259DXPS	CAT0259DLFTL19359	
GRINDERS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
800806		Air Curtain Burner M30F w/Cummins Engine	SN 0904880 eng(46396715)	
800807		Air Curtain Burner w/ John Deere Engine	648438	
803413	1997	Diamond Z Grinder 1463-113 800hp	1D9FX4530VN147216	
803482	1995	Diamond Z Grinder 1463-82 800hp	1D9FX4534SN147120	
803489	1995	Diamond Z Grinder 1463-89 800hp	1D9FX4538SN147136	
803490	2015	Concrete Rock Grinder Bucket	Military Grade	
803220	2018	Diamond Z Grinder DZT1463B Tub Grinder 1200hp	1R9FX4633JC722220	
803018	2018	Diamond Z Grinder DZH8000TKT Tracked Grinder 1050hp	1R9FX4305JC722018	
	2018	Diamond Z Grinder DZH6000TKT Horizontal Grinder	1R9FX4602JC722019	
MESSAGE BOARDS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
800275		Message Board Sunray	10544	
800932		Arrow Board PSI Solar	7117932	
		Arrow Board Wanco	2275	
800808		Arrow Board	9425	
800809		Arrow Board	9468	





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

800810		Arrow Board-Solar Tech 25 lights	Model#AB0525D Ser#518810	
800456		Arrow Board-Solar Tech 25 lights	Model#AB0525D Ser#518456	
800885		Arrow Board-Solar Tech 25 lights	Model#AB0525D Ser#517885	
800777		2012 Ver-Mack PCMs320	12-128777	
800761		2012 Ver-Mack PCMs320	12-128761	
800764		2012 Ver-Mack PCMs320	12-128764	
800069		2006 Precision SC SMC-1000	G301069	
800417		Sunray Message Board	S3380417	
800420		Sunray Message Board	S3380420	
ASPHALT & PAVING				
SPREADERS/ASPHALT				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
803172		Blaw Knox PF 3172 Paver	317226-32	
800153	2012	AP-1000E Asphalt Paver	T1F00153	
800816		2008 Geffs BM624 4x4 Chip Spreader BN624	70816	
800828	2000	CMI-Bomag ReclaimeR RS500	531-373	
800282	2004	CMI-Bomag ReclaimeR RS650	543-282	
800240		CMI-Bomag ReclaimeR Stabalizer RS 650	543-240	
800368	2009	Cat AP600-D Paver	TFZ00242	
800425	2015	PowerCurber 5700C	57C07-15-1032425	
800130	2015	Leicas GPS Uit for PC 5700C	3130	
800083		Wirtgen W2100	SN3920083	
800309		AP1000F PAVER	AC400309	
800990		Ingersoll-Rand Material Tran	183990	
	2006	Roadtec SB-2500D Asphalt Transfer Machine	SB-2500D-870	
	2013	Wirtgen WR2000 ReclaimeR	03WR0504	
	2007	Blaw Knox RW 195D Road Widener	193753	
		DFI Soil Stabilization Spreader - 2005 Oshkosh F2346 6x6	10TDDAC3255086730	
AIR COMPRESSORS & LIGHT PLANTS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
800185		Ingersoll Rand 185	243882UBE327	
		ACS LEROI 990A 25HP AIR COMPRESSOR PUMP		
		Ingersoll Rand 12HP Gas KDH 30 GAL (400169)	IR2475F12G	
		Ingersoll Rand UP6-15CTAS-125 W/D	UP3987U06215	
800890	2010	Terex RL4000 Light Tower	RL4103890	
800019	2010	Terex RL4000 Light Tower	RL4104019	
800015	2010	Terex RL4000 Light Tower	RL4104015	
800032		Westward Air Compressor 4B220D	L3/10/2009-00032	
800429		Hitachi Air Compressor EC2610E	21700429	
GENERATORS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
800500		J.D. 500 Generator	T4D500A6632288	
800501		Honda EB5000X	539700	
800502	1995	Multiquip DCA25SS1	3664791	
800504		Caterpillar Generator 150 KW	66D6178	
800503		Generac Generator 50W	858360	
800506	2002	Wacker Trlr Mounted G50 Portable Generator Set	5274596 TrlrVin# SAJGS13121B000257	
800507		Centurion Generator Model #0049930	4064573	
800508		Centurion Generator Model #0049930	4059067	
800550		Power Guard WW-5500	K882121	
805052		Cummings 210KW	HB-90047	
804279		Tsurumi TPG5000	1004279	
800509		Kohler 10KW w/Ford Engine	22508-F-07	
		Coleman 10hp Generator		
		Coleman 10hp Generator		
		Coleman 10hp Generator		
		Generator Lead		
		Generator Lead		
		Generator Cords (to connect to Trailers)		
		7500W Generator		
		Model DSG-411 Kohler Generator	2258-F-07-RA	
z		CT Power 7000-On concret truck		
870002		CT Power 7000		
800623		Stanley Generator		
	2000	Olympian D125P2S	16MPF1629YD026525	
MISC. HEAVY EQUIPMENT				





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
800124		Vermeer "Round Bale Shredder" Top Gun	1VRR16167X1000124(Jimmy Cleveland's)	
800208		Efficiency Trench Box	112428	8X20HT8
800210	2011	GME 8X20 Trench Shield	M11061210	
800099		GME 10X12 Trench Shield	M12102099	
800615		GME 10X12 Trench Shield	M12030615	
800287		GME 10X12 Trench Shield	M12020287	
800613		GME 10X12 Trench Shield	M12030613	
800210		Bantam Mulch Shredder		
802267		4233 Asphalt Crusher/Recycler	402667-Kolberg	
		Pemberton Concrete Pulverizer	177-5-0806	
800401		Littleford Power Broom	71984	
800402	1995	Walden Sweep Master II	24176	
800403	1997	Rosco RB48 SP Broom Grinders	351730	
800404		Crack Seal Trailer		
800405	1998	Crafco Crack Seal Machine	1C9SY101XX1418001	
800406		Roscoe RB48 Broom	4800-45152	
800935		John Deere 935 Mower	475476	
806002		Gomaco GT3600 Curb & Gutter	902900-421	
800869		John Deere 330 Mower	M00330X364869	
		Bush Hog 8' Off Set		
		Steam Cleaner Model 4525		
		Ice-O-Matic	06061280013619	
		New Holland 654 Round Hay Baler	957274	
		Landpride 6' Box Blade		
		Brillion Cultipacker		
		New Holland 616 Hay Cutter		
		Walk Behind Curb Machine		
		JD Bush Hog HX15	40899	
		620 Loader w/ 6" bucket Joystick & Park stands	W00620D010567	
		* installed on 706110*		
		MWS 80 Mobile Wood Shearer	SNMWS80324	
		Pressure Washer W/ Tip	ALK5181/ALK J00-15075-2	
		John Deere 467 baler w/ mega wide pu net wrap, push bar	E00467X313014	
		Spray Rig: Chem Farm	13113	
		Okada 800SC Concrete Pulvarizer	SC80085	
800318		Okada OKD 318 Hammer		
		Bush Wacker 528 15' Batwing Mower		
	2005	Lektro 2,000 LB Aircraft Dolly	A826231005D	
		Finn B260 Straw Blower w/John Deere 115hp motor	SN3027	
		Bobcat 250 (Kohler) Welder	LG071732	
		Krone KW550Th Tedder (hay fluffer)	608779	
		40' Ground Storage Unit	F1-6295	
		40' ISO Storage Container		
		40' ISO Storage Container		
		40' ISO Storage Container		
		Storage Shed Container	13128482	
		Storage Shed Container	13128483	
		Daihatsu -Off road Mini Truck	JDA00058000310236	
		Athens Offset Disk Harrow	103031	
800300		Asphalt Zipper 300 Milling Machine w/trailer	30000169	
		1590 Grain Drill	N01590X715738	
		JD 530 Mower Conditioner (impeller)	F00530T330737	
		H1400DS Hydraulic Hammer	BXB00674	
		Shell Kit for Ingersol Rand SD100D		
		Krone Tedder	608872	
		Round About Bale Wrapper	745890ld7	
		Great Plains Grain Drill	GP-4101U 97	
		Great Plains Grain Drill	GP-1199XX	
300568		Asphalt Zipper Trailer	trlr #109FS06196U023568	
		Hy-Way 58FSG Hot Oil Heater	3713	
		John Deere 468 Silage Hay Baler w/bush hog	F00468X342332	
		Bobcat 60" Hydraulic Mower		
		Krone Rake	736896	
		868 Leanbach Cultipacker		
		868 Leanbach Cultipacker		
		Landpride APS1572 Seeder	566675	
		3.5 yard IJDTCS4 loader bucket		
		3.5 yard IJDTCS4 loader bucket		
	2008	Honda Four Wheeler	1HFTE357584100885	
		Honda Foreman 4WD		





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

		HondaFour Wheeler Camo	
		Artic Cat Four Wheeler	
		Artic Cat Automatic	
		Effeciency Rock Box	132244
		Cat AccuGrade Control System/GPS	
800837		Morbark Screen	
809959		Superior Broom DT80J	809959
901777		Power Screen 50 ft Conveyor	
800812		T9B Trencher	JHA980
		John Deere 569 Round Baler	1E00569XCCD390146
		John Deere 569 Round Baler	1E00569XTCD390147
		Trimble MS992 GPS Receiver	2150J87
		Accugrade GPS System	
804479		BR0S LSPRM-8A Soil Stabilizer 4479	
		CAT H140DS Hydraulic Hammer	BXB00955
		Krone AM-283 Disc Mower	
		Krone AM-283 Disc Mower	
		JD Flex-Wing Rotary Cutter	1POHX15EKDP040899
		Trimble GCS900 Grade Control System	
		Pipe Laser Gradelight 3000	GX2141
		Trimble SNR900 GPS Radion for Grade Control	4709A79180
		Duratech Haybuster	BJ037854
800889	2012	Broce CR350 Brooom	407889
800073	2010	Broce MK1 Broom w/conveyor	500073
		Sec 54inch Excavator Grapple	Z30552
		Cat 120 Inch Root Rake	973771
		LaBounty Excavator Grapple	Ritchie Broth
		JD Hay Mower	330737
800247		Bobcat Sweeper 84 Att.	A00A00243
800243		Sweepster HB60 Att.	935247
		Fleco Dozier Direct Pin Rack	For D6
800895		Fleco Root Rack for 330	FL11895
80037		Rotovator Green	760A1377
800083		Land Pride Rake yellow	236083
800798		Cat TBT9V Trencher Atta.	800798
800742		Rome Disk Harrow 36 inch	TRCW136
800122		Indeco IHC-250 Vibrator Plate	C20122
800123		Indeco IHC-250 Vibrator Plate	C20123
800124		Indeco IHC-250 Vibrator Plate	C20124
		JD MX6 72" mower	
800153		Cat Hyrdo Cupler	PGA25153
800709		Cat Hydro Cupler	WAR1709
800666		Cat Hydro Cupler	807666 Iron Planet
800997		Cat Hydro Cupler	20997
		Trailer Dolly	JM Wood
		Solesbee's 9630 RR Stacking Rake	108576
	2007	Rosco 4820 Sweep Pro Broom	47044
	2011	Caterpillar S365C Hydraulic Rotating Shear	L1M00106
		Single Shank Crawler Tractor Ripper	
		Fleco Root Rake 152 in. Crawler Tractor	
	2018	Cat H160ES Hydraulic Hammer	
		BBA Pump - 6" Cat Diesel Engine mounted on T/A trailer	
		Grapple - fits Cat 345	
		Grapple - fits Cat 345	
		Grapple - fits Cat 345	
		Excavator Digging Bucket	
		Excavator Digging Bucket	
		Cat 56in. Excavator Digging Bucket - fits 330	
		Cat 54in. Excavator Digging Bucket	
		66in. Excavator Digging Bucket	
		Cat 42in. Excavator Digging Bucket - fits 345	
		Cat 36in. Excavator Digging Bucket - fits 330	
		Cat 36in. Excavator Digging Bucket	
		Cat 36in. Excavator Digging Bucket	
		Cat 48in. Excavator Digging Bucket - fits 345	
		Cat 48in. Excavator Digging Bucket	
		Cat 48in. Excavator Digging Bucket	
		Cat 48in. Excavator Digging Bucket	
		48in. Excavator Digging Bucket	
		Cat MP20 Multiprocessor Concrete Pulverizer	
		Cat MP20 Metal Shear	





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

		Cat HYD Shear S365C	L1M00141	
	2015	CemenTech CT-270P Portable Cement Silo	1C9STE125F1195846	
	2017	IW IROCK TC20 Track Crushing Plant - Rock Crusher	EQN002117 - 10044200	
	2017	IW IROCK TS620 Track Screen	EQN009942 - 88163	
		Cat MP324 Multi Processor	EQN113758 - MP300533	
	2019	Superior SM74CZS Front Mounted Broom	EQN071308	
	2013	Broce MK1 Broom w/conveyor	500150	
		Skeleton Bucket	BKT336D66SKEL-AFT	
		Aggregate Belt Conveyor		
MISC. EQUIPMENT				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
800801		Sand Plates		
800802		Tamps		
800803		1000gl. Fuel Tanks Trlr Mntd		
800804		Pumps (mud)		
800806		Air Curtain Burner M30F w/Cummins Engine	SN 0904880 eng(46396715)	
800807		Air Curtain Burner w/ John Deere Engine	648438	
		Wisconsin Concrete Sidewalk Saw		
		Root Rakes D-6		
		Blades - miscellaneous		
		American 1300 Air Hammer	8401	
		American 1300 Air Hammer	8708	
		Kent KS39 Rock Drill	3950	
		Kent KS48A Rock Drill	3880	
		Kent KS38A Rock Drill	3709	
		Caterpillar Rake IT18-28	3923	
		Caterpillar 980 Forks		
		10' Loader Stacking Rake for JD 644J	2 each	
		8' Wide Skid Steer Type Bucket w/hyd.clamps	3 each	
		for Bobcat Versa Handler 763		
		8' Hydraulic Skid Steer Stacking Rake	3 each	
		for Bobcat Versa Handler 763		
		6'6" Hydraulic Skid Steer Stacking Rake 1.0	6 @ 3995.00 each	
		Trash Grapple 5'x4' w/archimedes rotator & 2 hyd. Cyl for Cat M318		
		Trash Grapple - 345		
		Coleman Portable Light Plants		
		Kubota Model D380		
		Bodine Grapples		
		CAT 950F Side Dump Bucket		
		JD 544G 4YD Bucket		
		5TH Trailer Dolly		
		Dot Sign Message Board	1155	
	1990	Specialty GS25K Portable BD	908822	
	New	John Deere 702 Rake	E00702A150039	
		3 JCB Bobcat Couplers		1318.00 ea.
		Gencor AF50 Asphalt Burner w/ controls	1319J	
		Tie Bucket		
		24" Fastcut Grinder Attachment		
		Wacker BTS935 14" Saw	5229981	
		Wacker BTS935 14" Saw	5406878	
	2 ea	Wacker BTS935 14" Saw		
		Wacker BTS935 14" Saw		
		Wacker BTS935 14" Saw		
		Wacker BTS935 14" Saw		
		Wacker BTS935 14" Saw		
		Wacker BTS935 14" Saw		
		Wacker BTS935 14" Saw		
		14" Wacker Cutoff Saw		
		Wacker BTS935 14" Saw		
		Stow VCP85 Plate Tamp w/ Water T	L01220411287	
		Okada OKB308 Hydraulic Hammer	3049	
	2001	Thomas 48" Forks		
		Sight Level with Tripod (DW LP6-20)	SS201160	
		Sight Level with Tripod (DW LP6-20)	SS201195	
901782		Stow VCP85 Plate Tamp	101-220-41-1782	
901767		Stow VCP85 Plate Tamp	101-220-41-1767	
		Stow VCP85 Plate Tamp	5000-0044	
		Sand/Plate Tamp	72006595	
		Plate Tamp with Honda Engine		
		Plate Tamp with Honda Engine		





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

		Plate Tamp AP2000	
		Plate Tamp AP2000	
		Manhole Tester	CH100168
		DS720 Wacker Tamp	5390814
		BS600 OI Wacker Tamp	
		15' Bat Wing Bush Hog Rotary Cutter	
		Sharp AR-651 Copier	
		EZ-GO 4x4 Golf Car	2245293
		Core Drill Machine	2512
		Heater w/ Thermostat 170000BTU	
		Master Heater w/ Thermostat 150000BTU	
		Bucket GP-N	
		Trash Grapple	
		Trash Grapple	
		Marden 10' Chopper	
		John Deere 8' Flail Mower	1823
		42" bucket	
		36" bucket	
		30" bucket	
		30" bucket	
		48" bucket (fits Cat 325)	
		48" bucket	06WJ00225
		Caterpillar LR15 Landscape Rake	ADP00388
		Bobcat 250(Kohler) welder	LF199266
		MUL H604 Air Op tapping machine for water taps	
		Slab Crab for Cat 330	
		105 gal. Fuel tank w/ 12V DC fuel pump	
		105 gal. Fuel tank w/ 12V DC fuel pump	
		105 gal. Fuel tank w/ 12V DC fuel pump	
		100 gal. Fuel Tank	
		100 gal. Fuel Tank w/ 12V Fillrite pump	
		100 gal. Fuel Tank w/ 12V Fillrite pump	
		100 gal. Fuel Tank w/ 12V Fillrite pump	
		100 gal. L-Shaped Fuel tank	
800222		Kawasaki Mule 3010	JK1AFCK126B506222
		Stone Saver 7YD Stone Box	
		Pemberton Root Rake	158930503J
		Pemberton Root Rake	
		Pemberton Root Rake	
		JRB Q/C Root Rake	
		Cat 966F Root Rake	7ZW00071
800812	2006	Rockram SG8090 Hydraulic Rotating Grapple	80903027
		Shop Hydraulic Press	1850
		Press Accessory Set	1882
		Honda 30 gal 13hp compressor	ING2475F13GH
		Cooltech R134A Freon Recovery Machine	
		G4200 Way Way Grapple for Cat 225	
	2006	Volvo CE BKT1220 Loader Bucket	R43578
		Disc Mower Caddy	75410
		Harrow Tractor attachment	
		John Deere 542 bucket assembly for 5420	W00542C014757
		John Deere 535 Round Hay Bailer	E00535X806107
		Rainbow Pumping Unit	PE606CT669430
		Hay Rake KUHN SR110	#170075
		Trimble GCS900 Grade Control System	
800213		Allu DH3-17 Screener Bucket	3173213
800777		Allu 70" Screener/Crusher Bucket	
	2015	Gentec HT1035 Hydraulic Thumb	
		Volvo Wheel Loader Forks	
		JD Bush Hog HX15/ 9239980010	19713
		JD Bush Hog HX15/ 9239980010	17706
		Newton Grouch Spreader	8/3/51
		JD Hay Bailer R-02	3/7/68
		JD Hay Bailer R-01	390146
		Hardee MFG 110 Spray Tank	9246612
		55 Gal Boomless Spray tank	
		Roto Mix VXT 425	800156449
		Frontline Manure Spreader	4000002
800292		PIONEER 6" PUMP, MTD ON S/A TRAILER, DEUTZ DIESEL EN	
		SNIPES FARM/CONSTRUCTION 8' X 20' WAGON	
		SNIPES FARM/CONSTRUCTION 8' X 20' WAGON	





D&J Enterprises, Inc.

-

RFP AD-21-02

-

May 4, 2021

-

City of Pembroke Pines, FL

800252	READ RD-25B SCREEN ALL, R A MITCHELL DIESEL ENGINE	2343890	
	Cat 72 inch Wheel LD Forks	B1H05304	
	Manhole Box MH10DW		
	Manhole Box MH 4/8	MO6092854	
	39 cy Open Top Roll Off Container *Red	13131626	
	39 cy Open Top Roll Off Container *Red	13131630	
	39 cy Open Top Roll Off Container *Red	13131637	
	39 cy Open Top Roll Off Container *Red	13131627	
	21 cy Open Top Roll Off Container	13131477	
	21 cy Open Top Roll Off Container	13131478	
	21 cy Open Top Roll Off Container	13131479	
	21 cy Open Top Roll Off Container	13131480	
	21 cy Open Top Roll Off Container	13131481	
	30 cy Open Top Roll Off Container *Red	13131721	
	30 cy Open Top Roll Off Container *Red	12121722	
	30 cy Open Top Roll Off Container *Red	13131723	
	30 cy Open Top Roll Off Container *Red	13131728	
	30 cy Open Top Roll Off Container *Red	13131730	
	39 cy Open Top Roll Off Container *Red	13131834	
	39 cy Open Top Roll Off Container *Red	13131835	
	39 cy Open Top Roll Off Container *Red	13131836	
	39 cy Open Top Roll Off Container *Red	13131837	
	30 cy Open Top Roll Off Container *Red	13133639	
	30 cy Open Top Roll Off Container *Red	13133641	
	30 cy Open Top Roll Off Container *Red	13133642	
	30 cy Open Top Roll Off Container *Red	13125057	
	30 cy Open Top Roll Off Container *Red	13125058	
	39 cy Open Top Roll Off Container *Red	13133703	
	39 cy Open Top Roll Off Container *Red	13133709	
	39 cy Open Top Roll Off Container *Red	13133712	
	39 cy Open Top Roll Off Container *Red	13133713	
	30 cy Open Top Roll Off Container *Red	10020029875	
	30 cy Open Top Roll Off Container *Red	10020029876	
	30 cy Open Top Roll Off Container *Red	10020029877	
	30 cy Open Top Roll Off Container *Red	10020029878	
	30 cy Open Top Roll Off Container *Red	10020029879	
	20 cy Open Top Roll Off Container *Red	55712	
	20 cy Open Top Roll Off Container *Red	55671	
	20 cy Open Top Roll Off Container *Red	55713	
	20 cy Open Top Roll Off Container *Red	55673	
	20 cy Open Top Roll Off Container *Red	55672	
	30 cy Open Top Roll Off Container Red	77968	
	30 cy Open Top Roll Off Container Red	77965	
	30 cy Open Top Roll Off Container Red	77967	
	30 cy Open Top Roll Off Container Red	77971	
	30 cy Open Top Roll Off Container Red	77970	
	30 cy Rudco Open Top Roll-off Container	30011	
	30 cy Rudco Open Top Roll-off Container	30025	
	30 cy Cooper Roll-off Container	30049	
	30 cy Cooper Roll-off Container	30078	
	30 cy Rudco Open Top Roll-off Container	30019	
	30 cy Cooper Roll-off Container	30024	
	30 cy Cooper Roll-off Container	30032	
	30 cy Cooper Roll-off Container	30054	
	30 cy Rudco Open Top Roll-off Container	30018	
	30 cy Rudco Open Top Roll-off Container	30027	
	30 cy Cooper Roll-off Container	30047	
	30 cy Cooper Roll-off Container	30052	
	20 cy Cooper Roll-off Container		
	20 cy Cooper Roll-off Container		
	20 cy Cooper Roll-off Container		
	20 cy Cooper Roll-off Container		
	20 cy Cooper Roll-off Container		
	20 cy Cooper Roll-off Container		
	20 cy Cooper Roll-off Container		
	20 cy Cooper Roll-off Container		
	20 cy Cooper Roll-off Container		
	20 cy Cooper Roll-off Container		
	10 cy Rudco Roll-off Container		
	10 cy Rudco Roll-off Container		





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

		10 cy Rudco Roll-off Container		
		10 cy Rudco Roll-off Container		
400291		Kawasaki Mule 600	JKIAFEB198B512291	
800115	2012	Kawasaki Mule 4010	4115	
800526		cat 120es Hammer	HHE00526	
800640		Cat Hyd. Thumb 308D		
800390		Reed Screen RD25B	234390	
800641		Fusion Coupler Fits Cat 950H		
800357		Bobcat Yardley Pulverizer		
800685		Waldon Hyd Broom	22685	
901269		Wacker DS 70 Tamp	24347269	
801663		OKADA TOP 35 HAMMER	1663	
901539		WACKER DS70 TAMP	5754539	
900735		EZ Go Workhorse Golf Cart	1423735	
800175		WACKER PT6LT TRASH PUMP		
804479		BROS SOIL STABILIZER	18106150	
800494		Cat 120 Hammer	HHE00494	
	2015	EZ GO Terrain 250 Cart - gas engine - dump bed	3099100	
		EZ GO Golf Cart - gas engine - rear seat		
		Fleco Quick Coupler 349F QHF		
		Hydraulic Kit FQ4 6089T		
		HYD Conversion Kit - 336 - FL336DPHC		
	2016	Polaris 900 UTV	4XARVAD16GT130191	
	2016	Polaris 900 UTV	4XARVAD12GT129326	
	2015	EZ GO Terrain 250 Cart - gas engine - dump bed	3099100	
		EZ GO Golf Cart - gas engine - rear seat		
	2015	Polaris Ranger UTV 4x4	3NSRMA574FE824718	
		PSC SMC1000 Arrowboard Message Board	5574	
		PSC SMC1000 Arrowboard Message Board	5575	
LASERS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
		AGL S-352	1232915	
		AGL SL-352	G-01521	
		Dialagrade 1055	327	
		Apache Pipe Laser		
		Gradelight 2500 Laser/GL2500H	GG1005	
		Laser, TP-L4B Pipe with Remote	VG4152	
		handle mount for laser		
		laser trivet w/ height adjustment TP-L3		
		Surveying Total Station		
RADIOS				
EQUIPMENT #	YEAR	MAKE/MODEL	VIN/SERIAL #	TAG #
		Motorola Base Station W/150' Tower		
		Motorola Base		
		Mobile Radio Units		
		Hand Units		
		Mobile Telephones		
		ICOM Mobile Radio w/charger & adapter	2144128	
		ICOM Mobile Radio w/charger & adapter	2144127	
		2019 Trimble CB460 Control Box		
		2019 Trimble MS995 Receiver		
		2019 Trimble SNR930 Radio		
ASPHALT PLANT - VULCAN				
		ASTEC New/Used Double Barrell Plant		





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

PRICE PROPOSAL

Attachment J: Debris Management Proposal Form

Note: The vendor must provide their pricing through the designated lines items listed on the BidSync website.

To be considered as the Prime Contractor, bidders must bid on all of the categories of the Debris Management Proposal Form, and must provide pricing for each item within all categories of the Debris Management Proposal Form. Failure to do so will render the bid as incomplete and the bidder's submittal will not be considered for the Prime Contractor position.

The City will also contract with the remaining qualified Contractors to form a pool of vendors in order to insure adequate resources at the time of an event. These Contractors may be called upon in order of ranking to replace the Prime Contractor as a whole, or to supplement the Prime Contractor as needed. Bidders are encouraged, but not required, to submit pricing for every item in the Debris Management Proposal Form to be considered for this supplemental role.

The contractor shall supply an Operations Manager with a cell phone and 1/2 ton pickup or SUV at no additional cost. The Operations Manager must remain within the City of Pembroke Pines and on call during all hours of operation.

AD-21-02 "Disaster Debris Management Services"				VENDOR NAME: D&J Enterprises, Inc.		
Bid #	Description	Qty	Unit	Price	Total	Notes
Schedule A - Crew including Equipment and Labor						
1.01	Push Crew Class A - Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone. ¾ or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.	223	hour	\$ 325.00	\$ 72,475.00	
1.02	Push Crew Class B - Cat 289 or equal compact track loader/grapple and operator with cell phone. ¾ or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.	223	hour	\$ 325.00	\$ 72,475.00	
1.03	Cut Crew Class A - ¾ or 1 ton truck with chainsaw operator, one laborer, cell phone, and related supplies and equipment.	223	hour	\$ 170.00	\$ 37,910.00	
1.04	Cut Crew Class B - ¾ or 1 ton truck with climber/chainsaw operator, one laborer, cell phone, and related supplies and equipment.	223	hour	\$ 170.00	\$ 37,910.00	
1.05	Push Loader Crew Class A - Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone.	223	hour	\$ 135.00	\$ 30,105.00	
1.06	Push Loader Crew Class B - Cat 289 or equal compact track loader with root rake or grapple and operator with cell phone.	223	hour	\$ 135.00	\$ 30,105.00	
					\$ 280,980.00	

Schedule B - Collection of Debris & Hauling to TDMS or Final Destination						
2.01	Vegetative Debris Removal - Hauling 25 miles away (50 miles round trip) Work consists of the collection and transportation of eligible vegetative debris on the ROW or other public property to a City approved TDMS or FDS.	230000	cubic yard	\$ 7.79	\$ 1,791,700.00	
2.02	C&D & Mixed Debris Removal - Hauling 25 miles away (50 miles round trip) Work consists of the collection and transportation of eligible C&D and mixed debris on the ROW or other public property to a City approved TDMS or FDS.	230000	cubic yard	\$ 8.41	\$ 1,934,300.00	
2.03	Canals / Waterways Debris Removal - Hauling 25 miles away (50 miles round trip) Work consists of the collection and transportation of eligible debris from public canals and waterways to a City approved TDMS or FDS.	230000	cubic yard	\$ 17.59	\$ 4,045,700.00	
2.04	Curbside Separation of Mixed Debris Work consists of separating of all mixed debris on the ROW or other public property in order for it to be transported to a City approved TDMS or City approved final disposal site.	230000	cubic yard	\$ 8.41	\$ 1,934,300.00	
					\$ 9,706,000.00	

Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS						
3.01	TDMS Management and Operation Work as described in Section 1.3.18.5. Per cubic yard of debris hauled into each TDMS.	130000	cubic yard	\$ 1.50	\$ 195,000.00	
3.02	Vegetative Debris Reduction at TDMS Work consists of reduction of eligible vegetative disaster related debris through grinding as described in Section 1.3.18.6.	95000	cubic yard	\$ 1.50	\$ 142,500.00	
3.03	C&D Debris Reduction at TDMS Work consists of reduction of eligible C&D disaster related debris through compaction as described in Section 1.3.18.6.	35000	cubic yard	\$ 1.50	\$ 52,500.00	





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

Attachment J: Debris Management Proposal Form

3.04	Separation of Mixed Debris at TDMS Work consists of separating all mixed debris at TDMS site in order for it to be reduced and transported to a City approved final destination site.	1	cubic yard	\$ 1.50	\$ 1.50	
3.05	Haul-out of Reduced Vegetative Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip) Work consists of loading and transporting of eligible reduced vegetative disaster related debris from a City approved TDMS to a City designated final disposal site.	31500	cubic yard	\$ 7.50	\$ 236,250.00	
3.06	Haul-out of C&D Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip) Work consists of loading and transporting of eligible reduced C&D disaster related debris at a City approved TDMS to a City designated final disposal site.	2000	cubic yard	\$ 7.50	\$ 15,000.00	
				\$	641,251.50	

Schedule D - Additional Hauling Mileage

4.01	Additional Hauling Mileage - Collection of Debris and Hauling to TDMS or FDS Cost for each additional mile for hauling of eligible debris picked up from the ROW, canal or waterway, or other public property to a TDMS or FDS in excess of 50 miles round trip.	1	mile	\$ 7.00	\$ 7.00	
4.02	Additional Hauling Mileage - Haul-out of Debris from TDMS to a FDS Cost for each additional mile for hauling of reduced eligible debris from a TDMS to an FDS in excess of 100 mile round trip.	1	mile	\$ 7.00	\$ 7.00	
				\$	14.00	

Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps

5.01	TDMS Remediation Per acre cost to remediate the physical features of each TDMS to its pre-use or better than condition within 30 calendar days of receiving the last load of disaster-related debris.	1	acre	\$ 7,500.00	\$ 7,500.00	
5.02	Bagged Ice Per pound cost, delivered on pallets in 40' semi-trailer load quantities	1	pound	\$ 1.00	\$ 1.00	
5.03	Bottled Water Per case cost, 16 ounce bottles in cases of 24 bottles each, delivered on pallets in 40' semi-trailer load quantities	1	case	\$ 8.00	\$ 8.00	
5.04	ROW White Goods Debris Removal - AC Units Refrigerators and freezers Work consists of the removal of eligible White Goods from the ROW to a City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area.	1	each	\$ 75.00	\$ 75.00	
5.05	ROW White Goods Debris Removal - Washers dryers stoves ovens & water heaters Work consists of the removal of eligible White Goods from the ROW to a City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area.	1	each	\$ 50.00	\$ 50.00	
5.06	Dead Animal Removal Work consists of the removal of dead animal carcasses from the ROW to a City approved FDS.	1	each	\$ 10.00	\$ 10.00	
5.07	Removal of Hazardous Limbs Work consists of removing all damaged limbs from a tree that contains one or more eligible hazardous limbs. Limbs must be cut into sizes that are manageable for collection and placed in a single pile in the safest possible location on the City ROW or public property for collection.	6000	tree	\$ 65.00	\$ 390,000.00	





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

Attachment J: Debris Management Proposal Form

5.08	Removal of Hazardous Trees - 6 inch to 12 inch diameter Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	196	tree	\$ 125.00	\$ 24,500.00	
5.09	Removal of Hazardous Trees - 12.01 inch to 24 inch diameter Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	1	tree	\$ 185.00	\$ 185.00	
5.10	Removal of Hazardous Trees - 24.01 inch to 36 inch diameter Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	31	tree	\$ 265.00	\$ 8,215.00	
5.11	Removal of Hazardous Trees - 36.01 inch to 48 inch diameter Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	1	tree	\$ 425.00	\$ 425.00	
5.12	Removal of Hazardous Trees - 48.01 inch and larger diameter Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	1	tree	\$ 495.00	\$ 495.00	
5.13	Removal of Hazardous Stumps - 24 inch to 36 inch diameter Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	1	stump	\$ 300.00	\$ 300.00	
5.14	Removal of Hazardous Stumps - 36.01 inch to 48 inch diameter Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	11	stump	\$ 400.00	\$ 4,400.00	
5.15	Removal of Hazardous Stumps - 48.01 inch to 60 inch diameter Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	1	stump	\$ 475.00	\$ 475.00	
5.16	Removal of Hazardous Stumps - 60.01 inch diameter and above Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	1	stump	\$ 525.00	\$ 525.00	
					\$ 437,164.00	

Schedule F - Other Trees, Limbs, & Stumps





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

Attachment J: Debris Management Proposal Form

6.01	Removal of Hazardous Limbs (Non-Eligible) - Hauling 25 miles away (50 miles round trip) Work consists of removing all damaged limbs from a tree that does not contain any eligible hazardous limbs. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.	1	tree	\$ 275.00	\$ 275.00	
6.02	Removal of Hazardous Trees (Non-Eligible) - Under 6" in Diameter - Hauling 25 miles away (50 miles round trip) Work consists of removing hazardous trees under 6" in diameter, including the stumps. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.	1	tree	\$ 275.00	\$ 275.00	
6.03	Removal of Hazardous Stumps (Non-Eligible) - Under 24" - Hauling 25 miles away (50 miles round trip) Work consists of removal and disposal of stump and backfill of stump hole. Backfill must be within 24 hrs. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.	1	stump	\$ 400.00	\$ 400.00	
6.04	Stump Grinding of Flush Cuts (Non-Eligible) - Under 24" diameter Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.	1	stump	\$ 150.00	\$ 150.00	
6.05	Stump Grinding of Flush Cuts (Non-Eligible) - 24 inch to 36 inch diameter Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.	1	stump	\$ 175.00	\$ 175.00	
6.06	Stump Grinding of Flush Cuts (Non-Eligible) - 36.01 inch to 48 inch diameter Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.	1	stump	\$ 225.00	\$ 225.00	
6.07	Stump Grinding of Flush Cuts (Non-Eligible) - 48.01 inch to 60 inch diameter Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.	1	stump	\$ 275.00	\$ 275.00	
6.08	Stump Grinding of Flush Cuts (Non-Eligible) - 60.01 inch diameter and above Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.	1	stump	\$ 325.00	\$ 325.00	
				\$ 2,100.00		
				TOTAL: \$ 11,067,509.50		





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

INSURANCE



D&JENTE-02

LBSHUFELT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Laura Beth Shufelt PHONE (A/C, No, Ext): (601) 960-8218 FAX (A/C, No): (601) 208-8384 E-MAIL ADDRESS: lshufelt@fbins.com														
INSURED D & J Enterprises, Inc. 3495 Lee Road 10 Auburn, AL 36832	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Berkley National Insurance Company</td> <td>38911</td> </tr> <tr> <td>INSURER D : Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : Berkley National Insurance Company	38911	INSURER D : Illinois Union Insurance Company	27960	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Zurich American Insurance Company	16535														
INSURER B : Travelers Property Casualty Company of America	25674														
INSURER C : Berkley National Insurance Company	38911														
INSURER D : Illinois Union Insurance Company	27960														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			GLO375760011	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP375759911	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP41M4928321NF	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3757598011	2/1/2021	2/1/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			MNP1031891	2/1/2021	2/1/2022	Per Item Limit 750,000
D	Pollution Liability			CPYG4679042A002	7/11/2019	7/11/2021	Pollution 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability contains blanket additional insured wording on a primary and non-contributory basis including products-completed operations and a blanket waiver of subrogation when required by written contract. Auto Liability policy contains blanket additional insured wording on a primary and non-contributory basis and a blanket waiver of subrogation when required by written contract. Workers' Compensation policy includes a blanket waiver of subrogation when required by written contract. All coverages are subject to policy terms, conditions and exclusions. Endorsements apply only as required by written contract and applicable only as respects policy forms which are available upon request. As respects property coverage, at the time of loss, insured value will be the lesser of the ACV, market value or replacement with like kind or quality.

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD





D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

W-9

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. D&J Enterprises, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3495 Lee Road 10	Requester's name and address (optional)
6 City, state, and ZIP code Auburn, Alabama 36832	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
6	3		0	9	4	3	3	8	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 02/11/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL

EMERGENCY CONTACT LIST

NAME	TITLE	EMAIL	24-HR DIRECT PHONE NUMBER
Jason Sanders	Vice President of Operations	Jason@djenterprises.net	334-559-0106
Chip Starr	Executive Vice President	cstarr@djenterprises.net	334-740-4251
Andres Castro	Director of Operations	acastro@djenterprises.net	954-410-6102
William Liveoak	Chief Engineer	wliveoak@bellsouth.net	334-559-0107





D&J Enterprises, Inc.

- RFP AD-21-02

- May 4, 2021

- City of Pembroke Pines, FL



THANK YOU

3495 Lee Rd. 10
Auburn, AL 36832
Ph. (334)821-1249

Contact: Jason Sanders
Vice President of Operations
Jason@djenterprises.net



Supplier: D&J Enterprises, Inc**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH AD-21-02 titled “Disaster Debris Management Services” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **D&J Enterprises, Inc.**

STREET ADDRESS: **3495 Lee Rd 10**

CITY, STATE & ZIP CODE: **auburn, AL 36832**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Jason Sanders** TITLE: **VP of Operations**

E-MAIL: **Jason@djenterprises.net**

TELEPHONE: **3348211249** FAX: **3348215227**

AUTHORIZED APPROVER:

NAME: **Jason Sanders** TITLE: **VP of Operations**

E-MAIL: **Jason@djenterprises.net**

TELEPHONE: **3348211249** FAX: **3348215227**

SIGNATURE: **Jason Sanders**

B) Proposal Checklist

Did you submit the following items, as stated in section 1.5 “Proposal Submission” of the bid package?

Title Page	Yes <input checked="" type="checkbox"/>
Table of Contents	Yes <input checked="" type="checkbox"/>
Letter of Interest	Yes <input checked="" type="checkbox"/>

Did you make sure to submit the following items, as stated in section 1.5.1 “Proposal Requirements” of the bid package?

Tab 1 - Qualifications and Experience	Yes <input checked="" type="checkbox"/>
Attachment F: References	Yes <input checked="" type="checkbox"/>
Tab 2 - Ability	Yes <input checked="" type="checkbox"/>
Attachment H: Financial Work Sheet	Yes <input checked="" type="checkbox"/>
Tab 3 – Project Understanding and Technical Approach	Yes <input checked="" type="checkbox"/>
Tab 4 – Project Cost	Yes <input checked="" type="checkbox"/>
Attachment J: Debris Management Proposal Form	Yes <input checked="" type="checkbox"/>
Tab 5 – Other Completed Documents	Yes <input checked="" type="checkbox"/>
Attachment A: Contact Information Form	Yes <input checked="" type="checkbox"/>
Attachment B: Non-Collusive Affidavit	Yes <input checked="" type="checkbox"/>
Attachment C: Proposer’s Background Information	Yes <input checked="" type="checkbox"/>

Did you make sure to complete the following documents listed in section 1.6?

Vendor Information Form	Yes <input checked="" type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input checked="" type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input checked="" type="checkbox"/>
Local Business Tax Receipts	Yes <input checked="" type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input checked="" type="checkbox"/>
Equal Benefits Certification Form	Yes <input checked="" type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input checked="" type="checkbox"/>
Scrutinized Company Certification	Yes <input checked="" type="checkbox"/>
E-Verify System Certification Statement	Yes <input checked="" type="checkbox"/>
Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	Yes <input checked="" type="checkbox"/>
Debarment, Suspension and Other Responsibility Matters	Yes <input checked="" type="checkbox"/>
Minority-Owned Business Enterprise	Yes <input checked="" type="checkbox"/>
Woman-Owned Business Enterprise	Yes <input checked="" type="checkbox"/>

HUBZone-Certified Small Businesses / Labor Surplus Area Firms	Yes <input checked="" type="checkbox"/>
---	---

Supplier: **D&J Enterprises, Inc**



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Officer**,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Jason Sanders**

Title **VP of Operations**

Name of Company **D&J Enterprises, Inc.**

Supplier: **D&J Enterprises, Inc**

PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.

D&J Enterprises has been owned by Dick & Jimmy Starr for over 50 years, incorporating in 1986. D&J is a full-service, rapid response, disaster recovery, civil engineering, paving, and site work company.

D&J has over 200 full-time personnel and over \$30M in company-owned equipment.

2) At what address was that business located?

D&J Enterprises, Inc. has been located at 3495 Lee Rd 10, Auburn AL 36832 for over 50 years.

3) Have you ever failed to complete work awarded to you. If so, when, where and why?

NO

4) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

YES

5) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

D&J is capable of self-performing any project but intends to use subcontractors as needed in Pembroke Pines.

D&J will always use company-owned equipment and personnel for the operations of the DMS sites.

D&J intends to use any qualified local subcontractors but does not anticipate any one subcontractor performing more than 10% of this contract.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

6) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

7) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

N/A

- 8) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

N/A

- 9) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

N/A

- 10) Are you an ☒ Original provider, ☐ sales representative, ☐ distributor, ☐ broker, ☐ manufacturer, ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

- 11) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

- 12) Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

Hurricane Sally 2020 City of Pensacola, FL

575,000 CY's of debris

\$7,500,000.00

Hurricane Sally 2020 City of Foley, AL

800,000 CY's of debris

\$10,800,000.00

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

D&J Enterprises, Inc.

(Company Name)

Jason Sanders

(Printed Name/Signature)

Supplier: **D&J Enterprises, Inc**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Foley, AL**

Address: **120 East Orchid Ave.**

City/State/Zip: **Foley, AL 36535**

Contact Name: **Darrell Russell** Title: **Public Works Director**

E-Mail Address: **drussell@cityoffoley.org**

Telephone: **251-943-8897** Fax:

Project Information:

Name of Contractor Performing the work: **D&J Enterprises, Inc.**

Name and location of the project: **Hurricane Sally 2020 Debris Removal, City of Foley, AL**

Nature of the firm's responsibility on the project: **Emergency Push operations, Leaners and Hangers removal, Load and Haul debris from right of way, debris management site operations, grinding and hauling vegetative debris to final disposal site.**

Project duration: **4 months** Completion (Anticipated) Date: **January 2021**

Size of project: **800,000 cubic yards** Cost of project: **\$10,800,000.00**

Work for which staff was responsible: **Emergency Push operations, Leaners and Hangers removal, Load and Haul debris from right of way, debris management site operations, grinding and hauling vegetative debris to final disposal site.**

Contract Type: **Disaster Debris Removal and Management**

The results/deliverables of the project: **100% FEMA Reimbursement**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be**

duplicated for each reference and any additional information that would be helpful can be attached.

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Pensacola, FL**

Address: **100 West Leonard St.**

City/State/Zip: **Pensacola, FL 32501**

Contact Name: **John Pittman** Title: **Director of Sanitation**

E-Mail Address: **jpittman@cityofpensacola.com**

Telephone: **850-435-1894** Fax:

Project Information:

Name of Contractor Performing the work: **D&J Enterprises, Inc.**

Name and location of the project: **Hurricane Sally 2020 Debris Removal, City of Pensacola, FL**

Nature of the firm's responsibility on the project: **Emergency Push operations, Leaners and Hangers removal, Load and Haul debris from right of way, debris management site operations, grinding and hauling vegetative debris to final disposal site.**

Project duration: **4 months** Completion (Anticipated) Date: **December 2020**

Size of project: **575,000 cubic yards** Cost of project: **\$7,500,000.00**

Work for which staff was responsible: **Emergency Push operations, Leaners and Hangers removal, Load and Haul debris from right of way, debris management site operations, grinding and hauling vegetative debris to final disposal site.**

Contract Type: **Disaster Debris Removal and Management**

The results/deliverables of the project: **100% FEMA Reimbursement**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **New Hanover County, NC**

Address: **3002 U.S. Highway 421 North**

City/State/Zip: **Wilmington, NC 28401**

Contact Name: **Joe Suleyman** Title: **Environmental Management Director**

E-Mail Address: **jsuleyman@nhcgov.com**

Telephone: **910-798-443** Fax:

Project Information:

Name of Contractor Performing the work: **D&J Enterprises, Inc.**

Name and location of the project: **Hurricane Florence 2018 Debris Removal, New Hanover County, NC**

Nature of the firm's responsibility on the project: **Emergency Push operations, Leaners and Hangers removal, Load and Haul debris from right of way, debris management site operations, grinding and hauling vegetative debris to final disposal site.**

Project duration: **4 months** Completion (Anticipated) Date: **January 2019**

Size of project: **1,400,000 cubic yards** Cost of project: **\$15,000,000.00**

Work for which staff was responsible: **Emergency Push operations, Leaners and Hangers removal, Load and Haul debris from right of way, debris management site operations, grinding and hauling vegetative debris to final disposal site.**

Contract Type: **Disaster Debris Removal and Management**

The results/deliverables of the project: **100% FEMA Reimbursement**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Orange, TX**

Address: **501 North 7th Street**

City/State/Zip: **Orange, TX 77630**

Contact Name: **Lee Anne Brown** Title: **Deputy Fire Chief / EM Director**

E-Mail Address: **Lbrown@orangefd.com**

Telephone: **409-883-1050** Fax:

Project Information:

Name of Contractor Performing the work: **D&J Enterprises, Inc.**

Name and location of the project: **Hurricane Harvey 2017 Debris Removal, City of Orange, TX**

Nature of the firm's responsibility on the project: **Emergency Push operations, Leaners and Hangers removal, Load and Haul debris from right of way, debris management site operations, grinding and hauling vegetative debris to final disposal site.**

Project duration: **4 months** Completion (Anticipated) Date: **December 2017**

Size of project: **280,000 cubic yards** Cost of project: **\$2,800,000.00**

Work for which staff was responsible: **Emergency Push operations, Leaners and Hangers removal, Load and Haul debris from right of way, debris management site operations, grinding and hauling vegetative debris to final disposal site.**

Contract Type: **Disaster Debris Removal and Management**

The results/deliverables of the project: **100% FEMA Reimbursement**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Gadsden County, FL**

Address: **9B East Jefferson Street**

City/State/Zip: **Quincy, FL 32353**

Contact Name: **Shawn Woods** Title: **Major of Law Enforcement / EM Director**

E-Mail Address: **shawnw@tds.net**

Telephone: **850-627-9233** Fax:

Project Information:

Name of Contractor Performing the work: **D&J Enterprises, Inc.**

Name and location of the project: **Hurricane Michael 2018 Debris Removal, Gadsden County, FL**

Nature of the firm's responsibility on the project: **Emergency Push operations, Leaners and Hangers removal, Load and Haul debris from right of way, debris management site operations, grinding and hauling vegetative debris to final disposal site.**

Project duration: **6 months** Completion (Anticipated) Date: **March 2019**

Size of project: **1,500,000 cubic yards** Cost of project: **\$29,000,000.00**

Work for which staff was responsible: **Emergency Push operations, Leaners and Hangers removal, Load and Haul debris from right of way, debris management site operations, grinding and hauling vegetative debris to final disposal site.**

Contract Type: **Disaster Debris Removal and Management**

The results/deliverables of the project: **100% FEMA Reimbursement**



D&J Enterprises, Inc.

RFP AD-21-02

May 4, 2021

City of Pembroke Pines, FL

W-9

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. D&J Enterprises, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3495 Lee Road 10	Requester's name and address (optional)
6 City, state, and ZIP code Auburn, Alabama 36832	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
6	3		0	9	4	3	3	8	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 02/11/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)





City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 3.

File ID: 21-1102

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 12/06/2021

Short Title: RFP AD-21-02 Disaster Debris Management Services
Crowdergulf

Final Action: 01/12/2022

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFP # AD-21-02 "DISASTER DEBRIS MANAGEMENT SERVICES" TO CROWDERGULF JOINT VENTURE, INC. AS THE PRIMARY CONTRACTOR; AND TO FORM A POOL WITH THE FOLLOWING CONTRACTORS IN THE ORDER OF THEIR RANKING: 2) D&J ENTERPRISES, INC., 3) CERES ENVIRONMENTAL SERVICES, INC., 4) TFR ENTERPRISES, INC., 5) EASTERN WASTE SYSTEMS, INC., 6) SOUTHERN DISASTER RECOVERY, LLC., AND 7) KDF ENTERPRISES, LLC. WHICH MAY BE CALLED UPON TO REPLACE THE PRIMARY CONTRACTOR AS A WHOLE, OR TO SUPPLEMENT THE PRIMARY CONTRACTOR AS NEEDED.

***Agenda Date:** 01/12/2022

Agenda Number: 3.

Internal Notes:

Attachments: 1. Crowder Gulf Inc Contract (Vendor-Executed), 2. D&J Enterprises Contract (Vendor-Executed), 3. Ceres Environmental Services Inc. Contract (Vendor-Executed), 4. TFR Enterprises Inc. Contract (Vendor-Executed), 5. Eastern Waste Systems Inc. Contract (Vendor-Executed), 6. Southern Disaster Recovery Contract (Vendor-Executed), 7. KDF Enterprises, LLC Contract (Vendor-Executed), 8. Exhibit A - AD-21-02 Disaster Debris Management Services, 9. Exhibit B - CrowderGulf Joint Venture, Inc. (CrowderGulf, LLC), 10. Exhibit B - D&J Enterprises, Inc., 11. Exhibit B - Ceres Environmental Services, Inc., 12. Exhibit B - TFR Enterprises, Inc., 13. Exhibit B - Eastern Waste Systems, Inc., 14. Exhibit B - Southern Disaster Recovery, 15. Exhibit B - KDF Enterprises, LLC, 16. 09/08/2021 Meeting Minutes, 17. 09/28/2021 Meeting Minutes, 18. Conflict of Interest Forms, 19. Summary Rankings and Score Sheets, 20. Bid Tabulation

1 City Commission 01/12/2022 approve

Pass

Action Text: A motion was made by Commissioner Siple, seconded by Vice Mayor Good Jr., to approve Item 3.
The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo,
Commissioner Siple, and Commissioner Schwartz

Nay: - 0

Agenda Request Form Continued (21-1102)

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFP # AD-21-02 "DISASTER DEBRIS MANAGEMENT SERVICES" TO CROWDERGULF JOINT VENTURE, INC. AS THE PRIMARY CONTRACTOR; AND TO FORM A POOL WITH THE FOLLOWING CONTRACTORS IN THE ORDER OF THEIR RANKING: 2) D&J ENTERPRISES, INC., 3) CERES ENVIRONMENTAL SERVICES, INC., 4) TFR ENTERPRISES, INC., 5) EASTERN WASTE SYSTEMS, INC., 6) SOUTHERN DISASTER RECOVERY, LLC., AND 7) KDF ENTERPRISES, LLC. WHICH MAY BE CALLED UPON TO REPLACE THE PRIMARY CONTRACTOR AS A WHOLE, OR TO SUPPLEMENT THE PRIMARY CONTRACTOR AS NEEDED.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Proposal as "A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The city may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On March 17, 2021, the City Commission authorized the advertisement of RFP # AD-21-02 "Disaster Debris Management Services", which was advertised on March 18, 2021.

2. The purpose of this solicitation was to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris management firm to provide services to remove, process, and lawfully dispose of disaster generated debris on public property and public rights-of-way in the City of Pembroke Pines, Florida in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s).

3. On April 20, 2021 the City opened ten (10) proposals from the following vendors:

Vendor Name

Custom Tree Care, Inc.
TFR Enterprises, Inc.
D&J Enterprises, Inc.
CrowderGulf Joint Venture, Inc.
Eastern Waste Systems, Inc.
Ceres Environmental
Southern Disaster Recovery
KDF Enterprises, LLC.
DRC Emergency Services, LLC.
Tropical Touch

4. On September 8, 2021, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFP documents and listed below:

- Qualifications and Experience (20%)
- Ability (20%)
- Project Understanding and Technical Approach (15%)
- Availability of Equipment (20%)
- Project Cost (20%)
- Veteran-Owned Small Business Preference (2.5%)
- Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, and/or HUBZone-Certified Small Businesses / Labor Surplus Area Firms (2.5%)

5. The committee was informed that Custom Tree Care, Inc. and Tropical Touch had been deemed non-responsive by the Procurement Department due to the non-submittal of several

Agenda Request Form Continued (21-1102)

required portions for the scoring criteria.

6. At the September 8, 2021 meeting, the evaluation committee made a motion to deem the remaining eight (8) vendors qualified, and to schedule a second evaluation meeting where each vendor would prepare presentations followed by a question/answer period held by the evaluators. The evaluators unanimously agreed to allow five minutes for presentation and ten minutes for questions, and to meet again on September 28, 2021 for the second evaluation meeting.

7. On September 28, 2021, the City re-convened the evaluation committee for the second evaluation meeting. Prior to the meeting, the Procurement Department was informed by DRC Emergency Services, Inc. that they would be withdrawing their bid and removing themselves from the evaluation process. The evaluation committee ranked the vendors as shown below:

Rank Vendor

- | | |
|---|------------------------------------|
| 1 | CrowderGulf Joint Venture, Inc. |
| 2 | D&J Enterprises, Inc. |
| 3 | Ceres Environmental Services, Inc. |
| 4 | TFR Enterprises, Inc. |
| 5 | Eastern Waste Systems, Inc. |
| 6 | Southern Disaster Recovery |
| 7 | KDF Enterprises, LLC |

8. Based on the scoring results, the evaluation committee unanimously approved a motion to recommend the City Commission to award the primary contract for RFP # AD-21-02 "Disaster Debris Management Services" to the first ranked vendor, CrowderGulf Joint Venture, Inc., and that the remaining vendors be offered contracts to form a pool of vendors who may be called upon in order of ranking.

9. All qualified vendors have completed the Equal Benefits Certification Form and have stated that they all "currently comply with the requirements of this section."

10. Request City Commission to approve the findings and recommendation of the evaluation committee and to award RFP # AD-21-02 "Disaster Debris Management Services" to CrowderGulf Joint Venture, Inc. as the primary contractor; and to form a pool with the following contractors in the order of their ranking: 2) D&J Enterprises, Inc., 3) Ceres Environmental Services, Inc., 4) TFR Enterprises, Inc., 5) Eastern Waste Systems, Inc., 6) Southern Disaster Recovery, and 7) KDF Enterprises, LLC. which may be called upon to replace the primary contractor as a whole, or to supplement the primary contractor as needed.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.

b) Amount budgeted for this item in Account No: Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as hurricanes or other natural or manmade disasters. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be

Agenda Request Form Continued (21-1102)

used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

c) Source of funding for difference, if not fully budgeted: Not applicable.

d) 5 year projection of the operational cost of the project: Not Applicable.

e) Detail of additional staff requirements: Not Applicable.



D&JENTE-02

WRICHARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: PHONE (A/C, No, Ext): (601) 960-8200		FAX (A/C, No): (601) 208-7484
	E-MAIL ADDRESS: wrichard@fbbins.com		
INSURED D & J Enterprises, Inc. 3495 Lee Road 10 Auburn, AL 36832	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: Travelers Property Casualty Company of America		25674
	INSURER C: Berkley National Insurance Company		38911
	INSURER D: Illinois Union Insurance Company		27960
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GLO375760011	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP375759911	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	ZUP41M4928321NF	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3757598011	2/1/2021	2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			MNP1031891	2/1/2021	2/1/2022	Per Item Limit 750,000
D	Pollution Liability			CPYG4679042A003	7/11/2021	7/11/2023	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pembroke Pines is listed as an Additional Insured with regard to general liability

General Liability contains blanket additional insured wording on a primary and non-contributory basis including products-completed operations and a blanket waiver of subrogation when required by written contract. Auto Liability policy contains blanket additional insured wording on a primary and non-contributory basis and a blanket waiver of subrogation when required by written contract. Workers' Compensation policy includes a blanket waiver of subrogation when required by written contract. Umbrella coverage is written on a Follow-Form basis. All coverages are subject to policy terms, conditions and exclusions. Endorsements apply only as required by written contract and applicable only as respects policy forms which are available upon request. As respects property coverage, at the time of loss, insured value will be the lesser of the ACV, market value or replacement with like kind or quality.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Fisher Brown Bottrell Insurance, Inc.		NAMED INSURED D & J Enterprises, Inc. 3495 Lee Road 10 Auburn, AL 36832
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
For reference only: Agreement for disaster and debris management services between the City of Pembroke Pines and D & J Enterprises, Inc.
Commercial Automobile Coverage includes policy endorsement - CA99480306 - Pollution Liability- Broadened Coverage for Covered Autos