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# AGREEMENT FOR DISASTER DEBRIS MANAGEMENT SERVICES

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

**SOUTHERN DISASTER RECOVERY, LLC**, a Limited Liability Company as listed with the South Carolina Division of Corporations, authorized to do business in the State of Florida, and with a business address of 109 White Oak Road, Greenville, SC 29609, hereinafter referred to as "CONTRACTOR". CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

## W I T N E S S E T H

**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,

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**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

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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

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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.

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**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

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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

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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.

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**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

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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

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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."

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**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.

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**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

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**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

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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

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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.

**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

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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

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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

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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.**

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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

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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

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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,

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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

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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 sh1ilfuse 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.

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**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

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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 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.**

**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

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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

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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

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**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.

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**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

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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, 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

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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: | Chip Patterson – VP of Operations<br>Southern Disaster Recovery, LLC<br>109 White Oak Road,<br>Greenville, SC 29609<br>Telephone No. (864) 469-9776<br>E-mail: chip@southerndr.com |
| As to CITY: | Charles F. Dodge, City Manager<br>City of Pembroke Pines<br>601 City Center Way, 4th Floor<br>Pembroke Pines, FL 33025<br>(954) 450-1040 (phone)<br>(954) 437-1149 (facsimile) |
| With a Copy to: | Director of Public Services<br>City of Pembroke Pines<br>8300 South Palm Drive<br>Pembroke Pines, FL 33025<br>(954) 518-9060 (phone)<br>(954) 435-6755 (facsimile) |
| With a Copy to: | Samuel S. Goren, Esq., City Attorney<br>Goren, Cherof, Doody & Ezrol P.A. |

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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

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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 Statues, 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:

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**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**

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**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 Graham January 20, 2022
E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY: _____

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe nuary 19, 2022
013E807C191D4FF...

Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

BY: DocuSigned by: Charles F. Dodge January 20, 2022
47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

**CONTRACTOR:**

**SOUTHERN DISASTER RECOVERY, LLC**

Signed By: _____

Name: Al McClaran

Title: CEO + Member

# 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**

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ATTACHMENTS

Attachment A: Contact Information Form
Attachment B: Non-Collusive Affidavit
Attachment C: Proposer's Background Information
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Attachment E: Specimen Contract – Disaster Debris Management Services
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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/weigh 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/weigh 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 Contractors(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 Contractors(s) shall notify the City's monitoring firm(s) of the nature and location of any such debris encountered.

The Contractors(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 Contractors(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 Contactor(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 Manger 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 Statues.

## 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 Statues, 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 x 30 points = 20 points
Firm "C": $10,000/$20,000 x 30 points = 15 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 Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,

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 they 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 Statue 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 BIDSYNC 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 Statues, 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 ☐ |
| Table of Contents | Yes ☐ |
| Letter of Interest | Yes ☐ |

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 ☐ |
| Attachment F: References | Yes ☐ |
| Tab 2 - Ability | Yes ☐ |
| Attachment H: Financial Work Sheet | Yes ☐ |
| Tab 3 – Project Understanding and Technical Approach | Yes ☐ |
| Tab 4 – Project Cost | Yes ☐ |
| Attachment J: Debris Management Proposal Form | Yes ☐ |
| Tab 5 – Other Completed Documents | Yes ☐ |
| Attachment A: Contact Information Form | Yes ☐ |
| Attachment B: Non-Collusive Affidavit | Yes ☐ |
| Attachment C: Proposer's Background Information | Yes ☐ |

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

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

# 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

**YOUR COMPANY NAME HERE**

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** | | | | | |
| | COMMERCIAL GENERAL LIABILITY | | | | EACH OCCURRENCE | $ |
| | CLAIMS MADE OCCUR | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED EXP (Any one person) | $ |
| | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | GENERAL AGGREGATE | $ |
| | policy project loc | | | | PRODUCTS - COMP/OP AGG | $ |
| | **AUTOMOBILE LIABILITY** | | | | | |
| | ANY AUTO | | | | | |
| | ALL OWNED AUTOS | | | | | |
| | SCHEDULED AUTOS | | | | | |
| | HIRED AUTOS | | | | | |
| | NON-OWNED AUTOS | | | | | |
| | **GARAGE LIABILITY** | | | | AUTO ONLY - EA ACCIDENT | $ |
| | ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | AGG | $ |
| | **EXCESS LIABILITY** | | | | EACH OCCURRENCE | $ |
| | OCCUR CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | $ |
| | DEDUCTIBLE | | | | | $ |
| | RETENTION $ | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | **OTHER** | | | | | |

**Must Include General Liability**

**SAMPLE CERTIFICATE**

**Certificate must contain wording similar to what appears below**

DESCRIPTION OF OPERATIONS/LOCATIONSIVEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

**City of Pembroke Pines**
**601 City Center Way**
**Pembroke Pines FL 33025**

**City Must Be Named as Certificate Holder**

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

(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-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 sh1ilfuse 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 Statues, 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:

_____ By: _____
MARLENE D. GRAHAM, CITY CLERK 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:

# Temporary Debris Management Sites and Work Zones

Included in this Attachment are the following items:

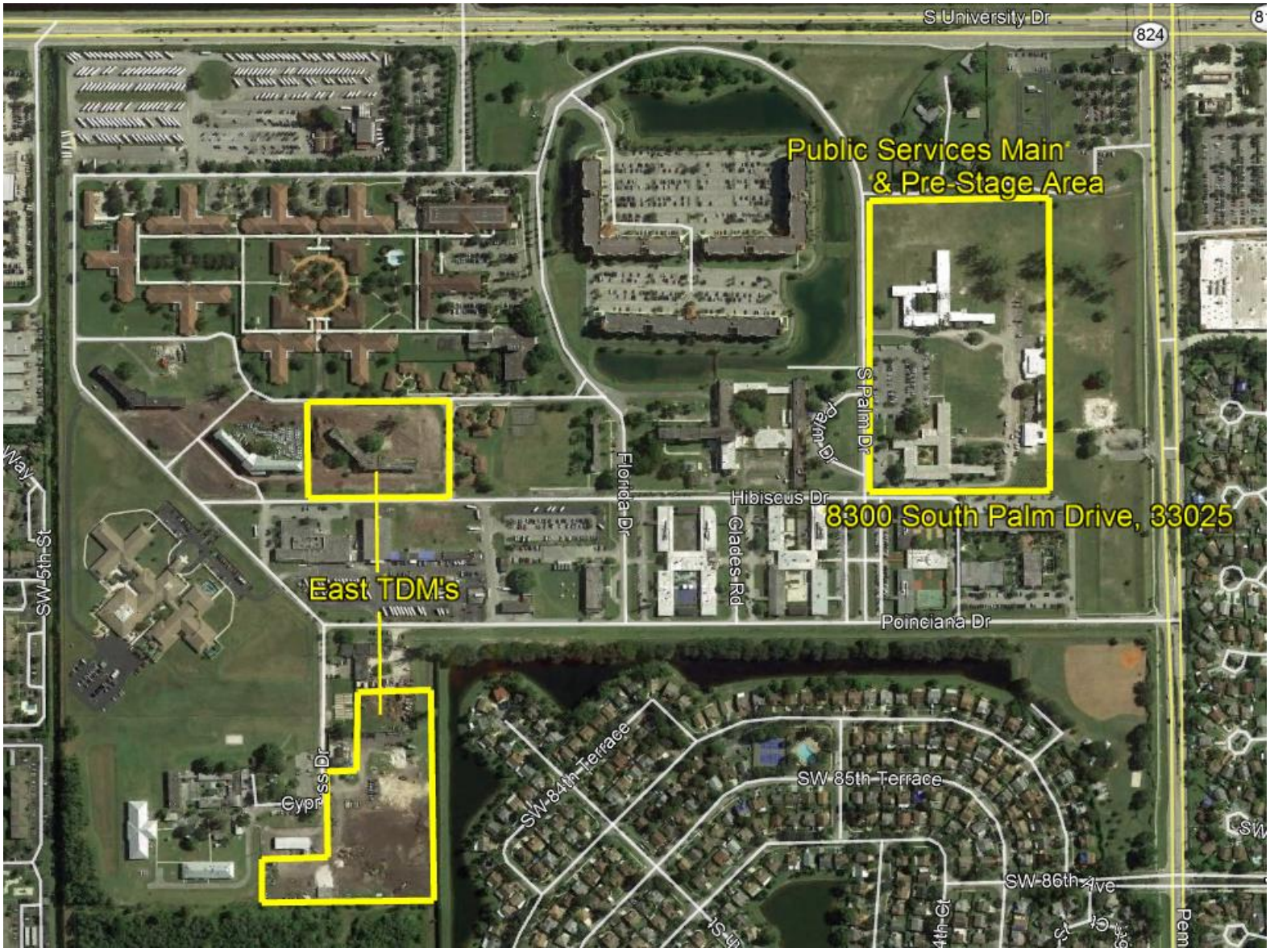
1. Map showing the Temporary Debris Management Sites (TDMS) located at the Pembroke  Pines Howard C. Forman Health Park Campus. Zone 3.

2. Map showing the Temporary Debris Management Sites (TDMS) located on Stirling Road west of I-75. Zone 12.

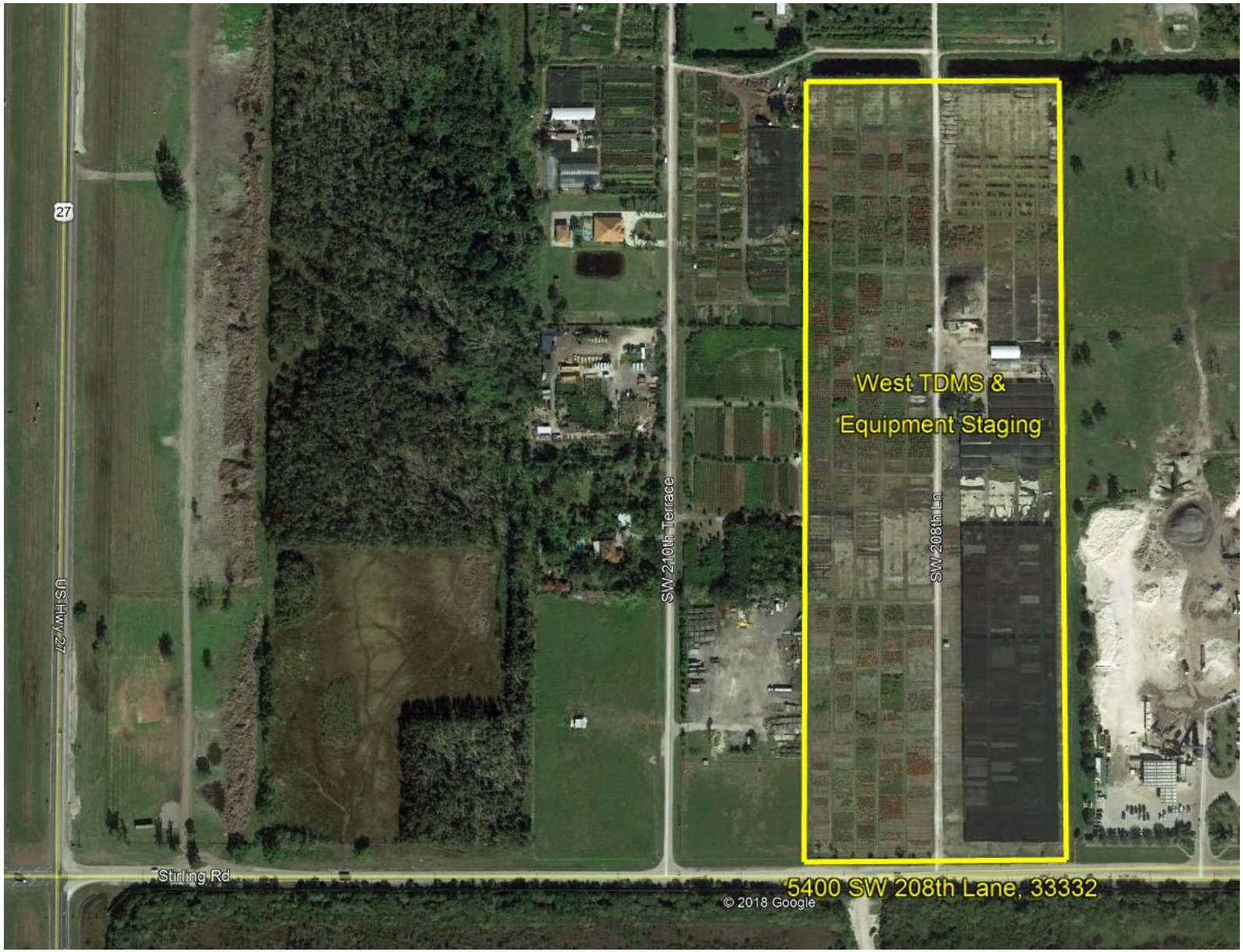
3. Map of City showing Work Zones.

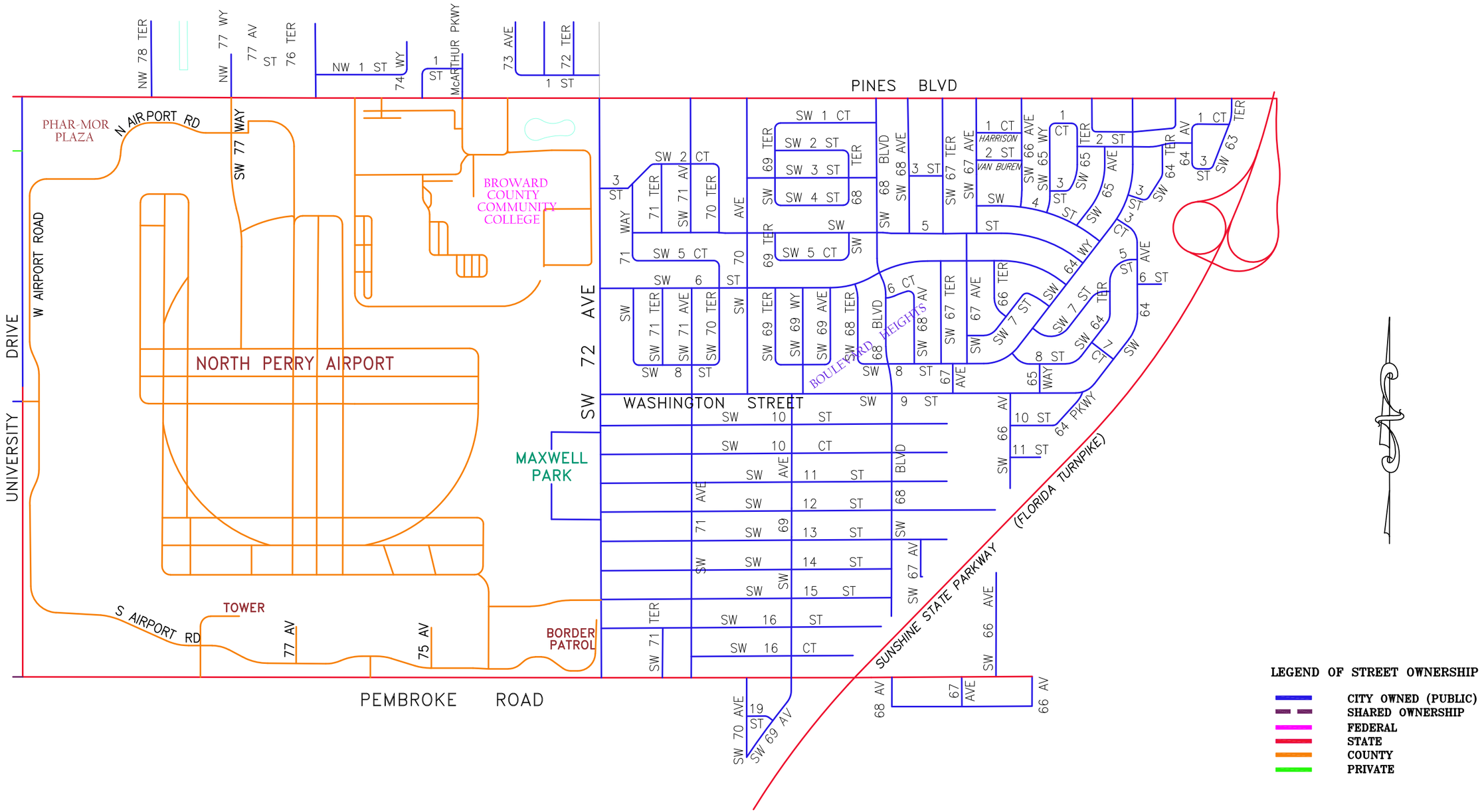
4. Individual Zone Maps.

# East TDMS, Public Services Main Office, and First Push Pre-Stage Site



# West TDMS, and First Push Pre-Stage Site

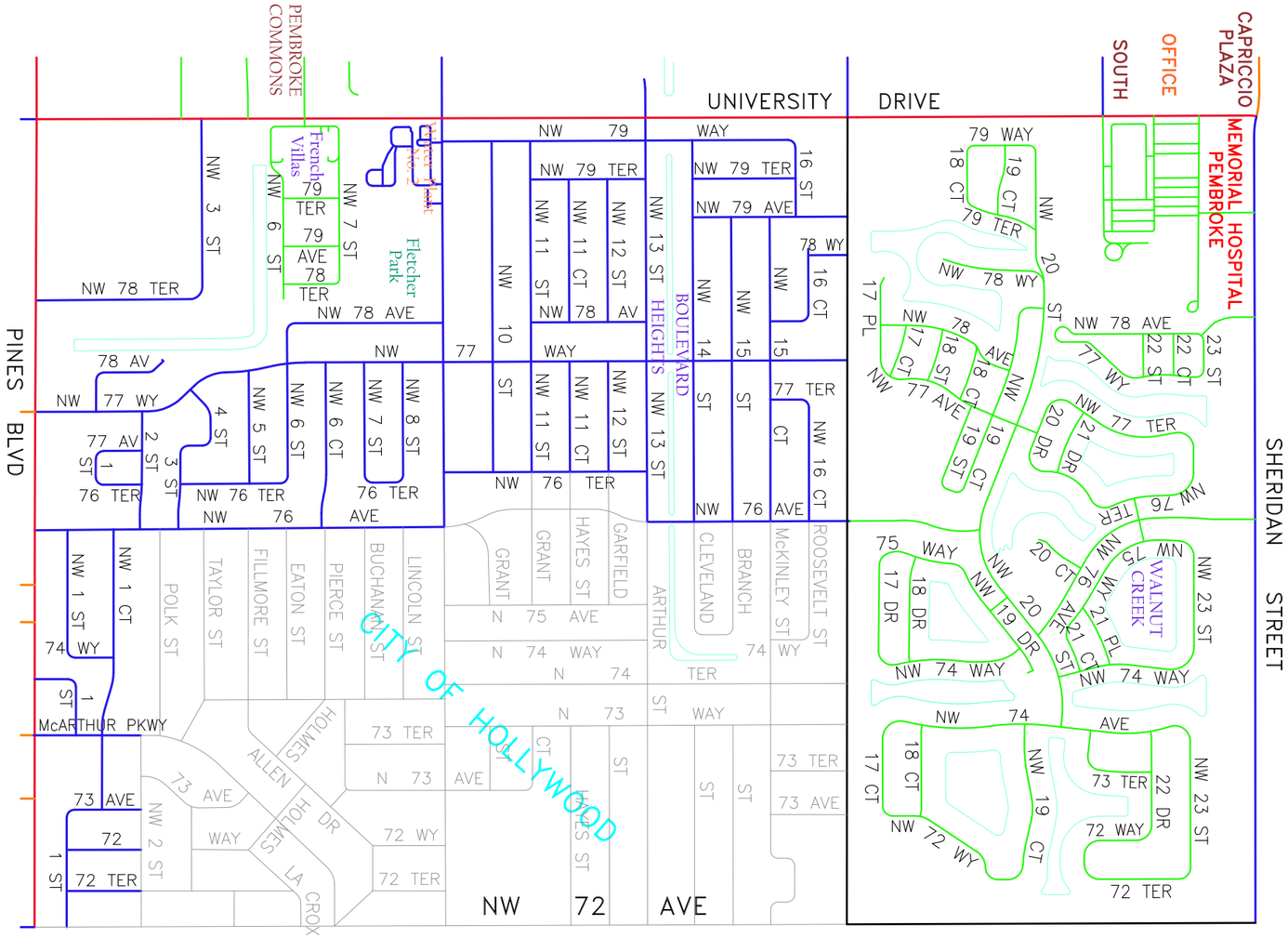





**LEGEND OF STREET OWNERSHIP**

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

**ZONE 1**

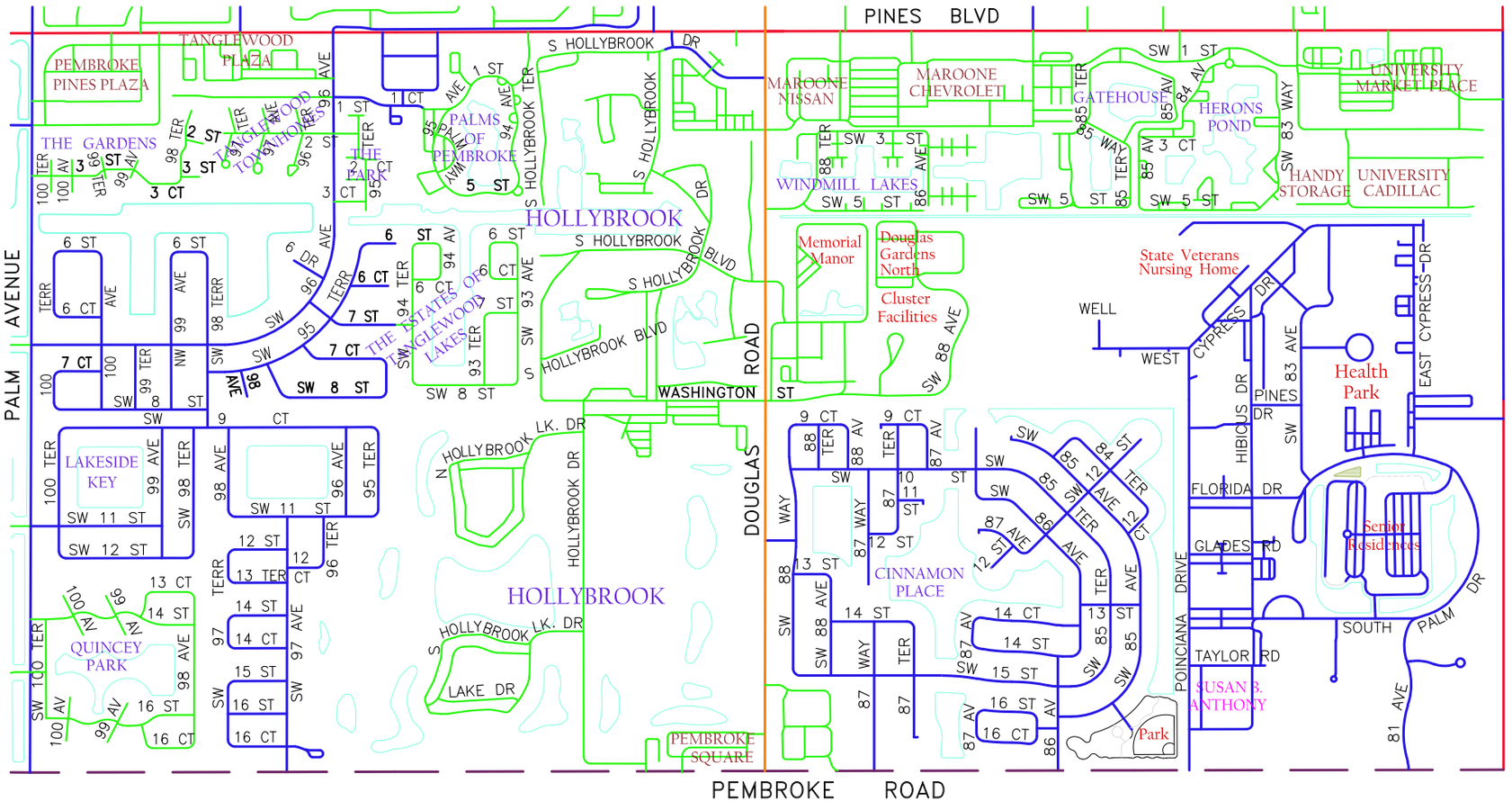



**LEGEND OF STREET OWNERSHIP**

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

**ZONE 2**

Attachment G

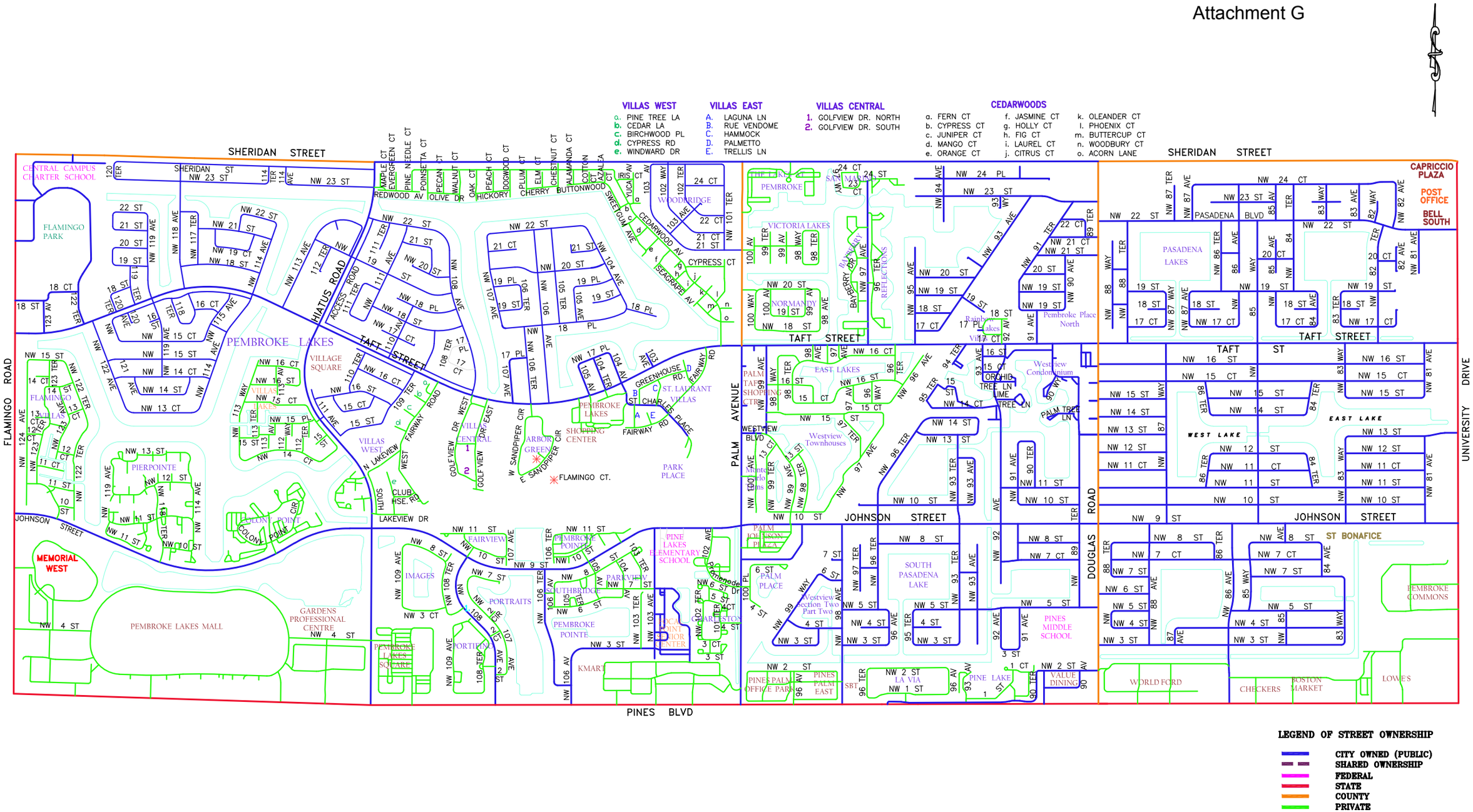



**LEGEND OF STREET OWNERSHIP**

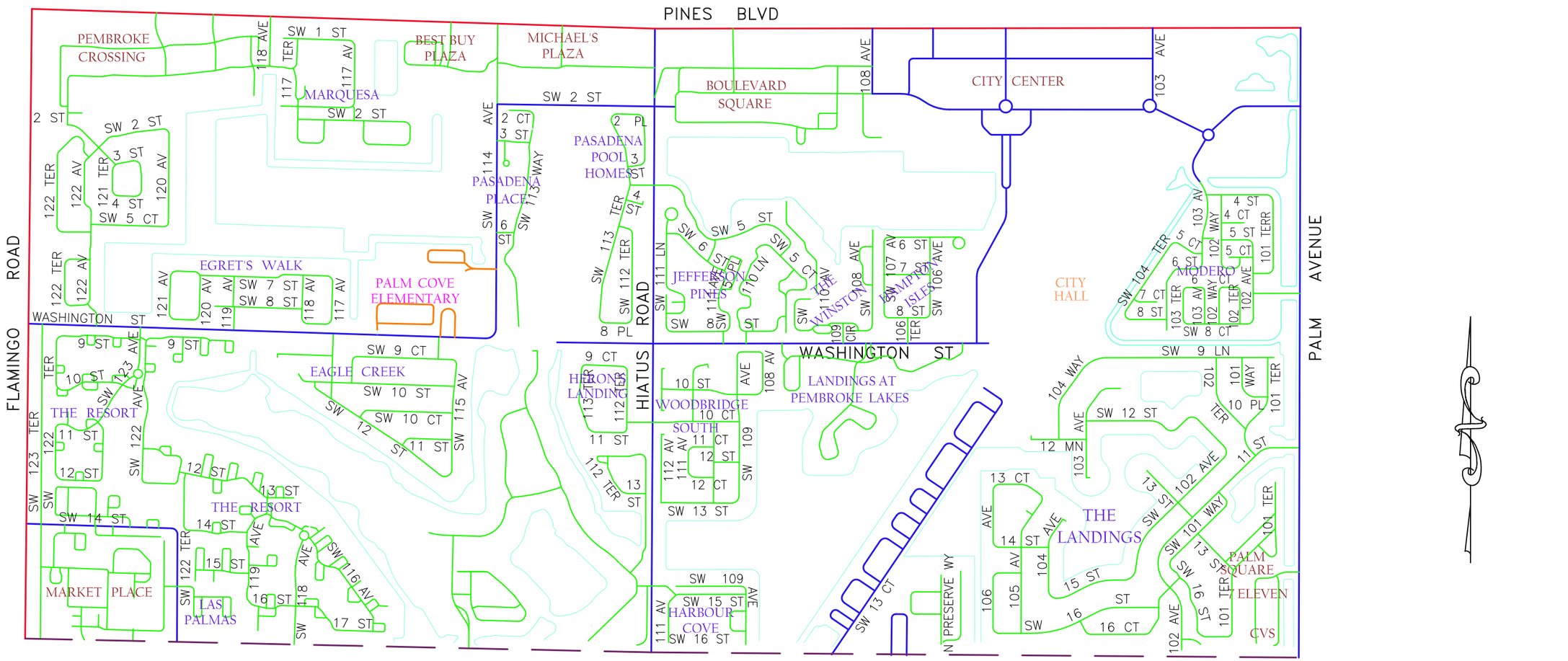
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

**ZONE 3**
**UPDATED ON 9/21/2017**

Attachment G



Attachment G

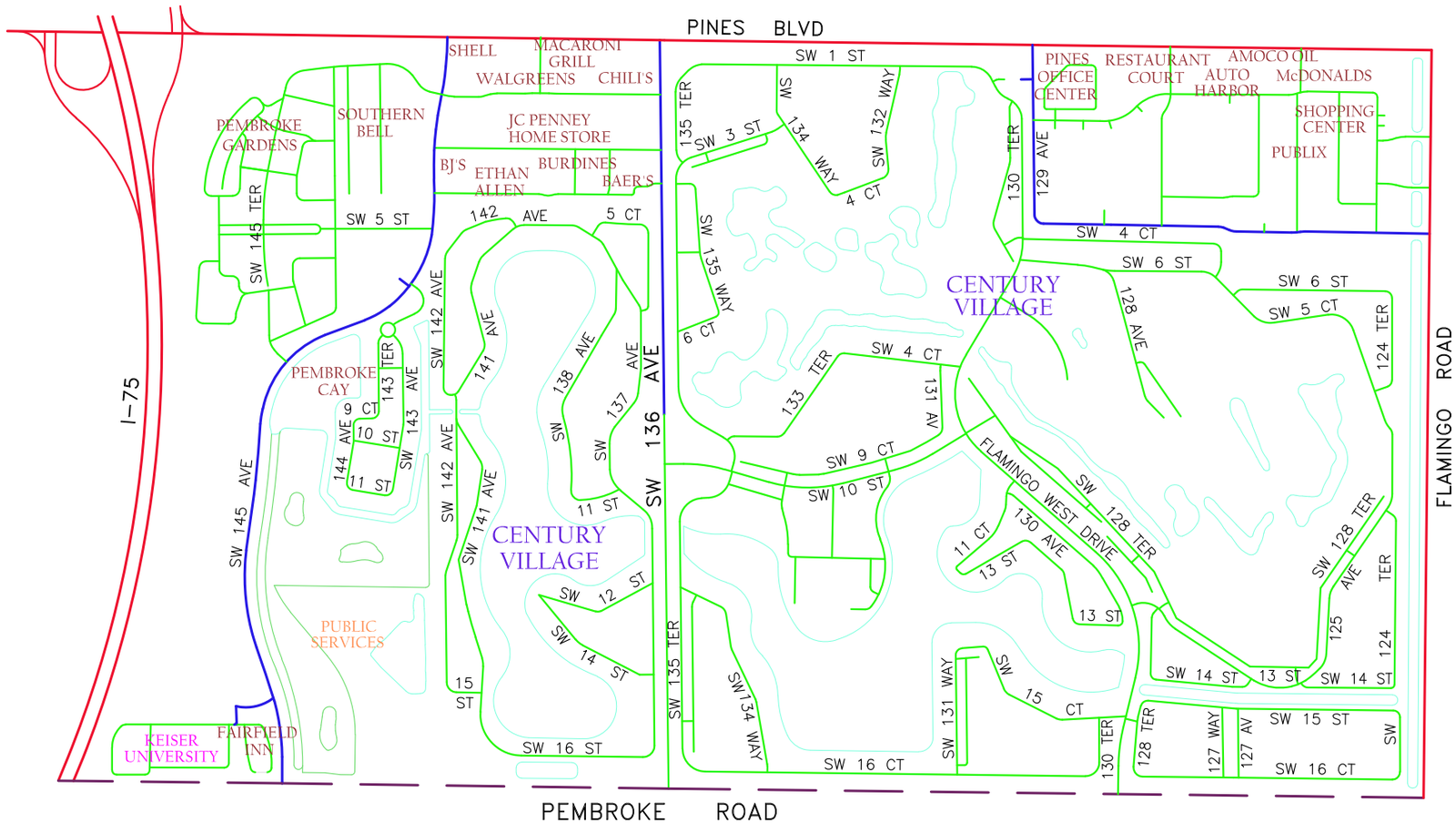



**LEGEND OF STREET OWNERSHIP**

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

**ZONE 5**

Attachment G

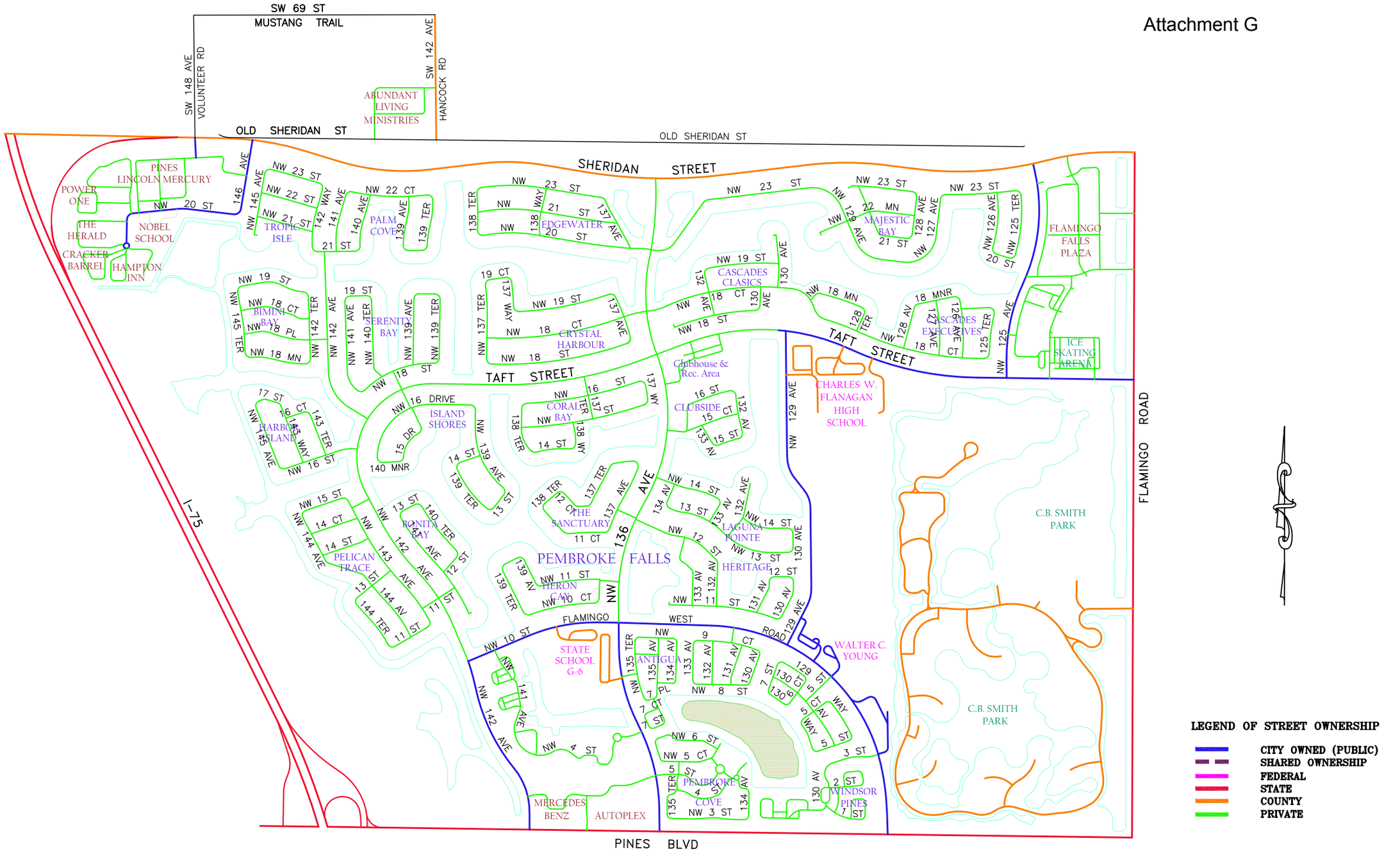



**LEGEND OF STREET OWNERSHIP**

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

**ZONE 6**
**UPDATED ON 9/21/2017**

Attachment G




**LEGEND OF STREET OWNERSHIP**

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

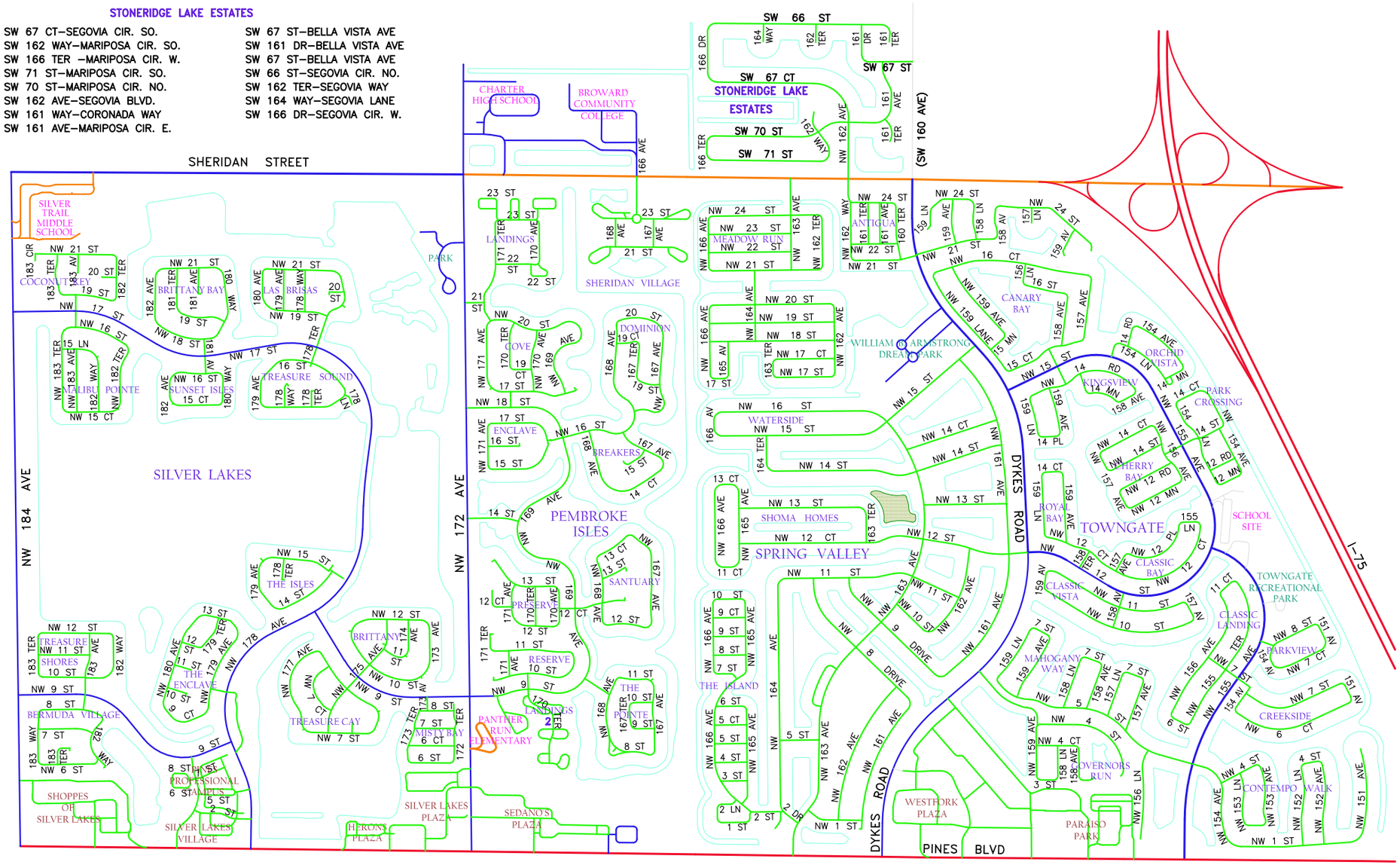
**ZONE 7**

**UPDATED ON 9/21/2017**

Attachment G

**STONERIDGE LAKE ESTATES**

SW 67 CT–SEGOVIA CIR. SO.
SW 162 WAY–MARIPOSA CIR. SO.
SW 166 TER –MARIPOSA CIR. W.
SW 71 ST–MARIPOSA CIR. SO.
SW 70 ST–MARIPOSA CIR. NO.
SW 162 AVE–SEGOVIA BLVD.
SW 161 WAY–CORONADA WAY
SW 161 AVE–MARIPOSA CIR. E.
SW 67 ST–BELLA VISTA AVE
SW 161 DR–BELLA VISTA AVE
SW 67 ST–BELLA VISTA AVE
SW 66 ST–SEGOVIA CIR. NO.
SW 162 TER–SEGOVIA WAY
SW 164 WAY–SEGOVIA LANE
SW 166 DR–SEGOVIA CIR. W.

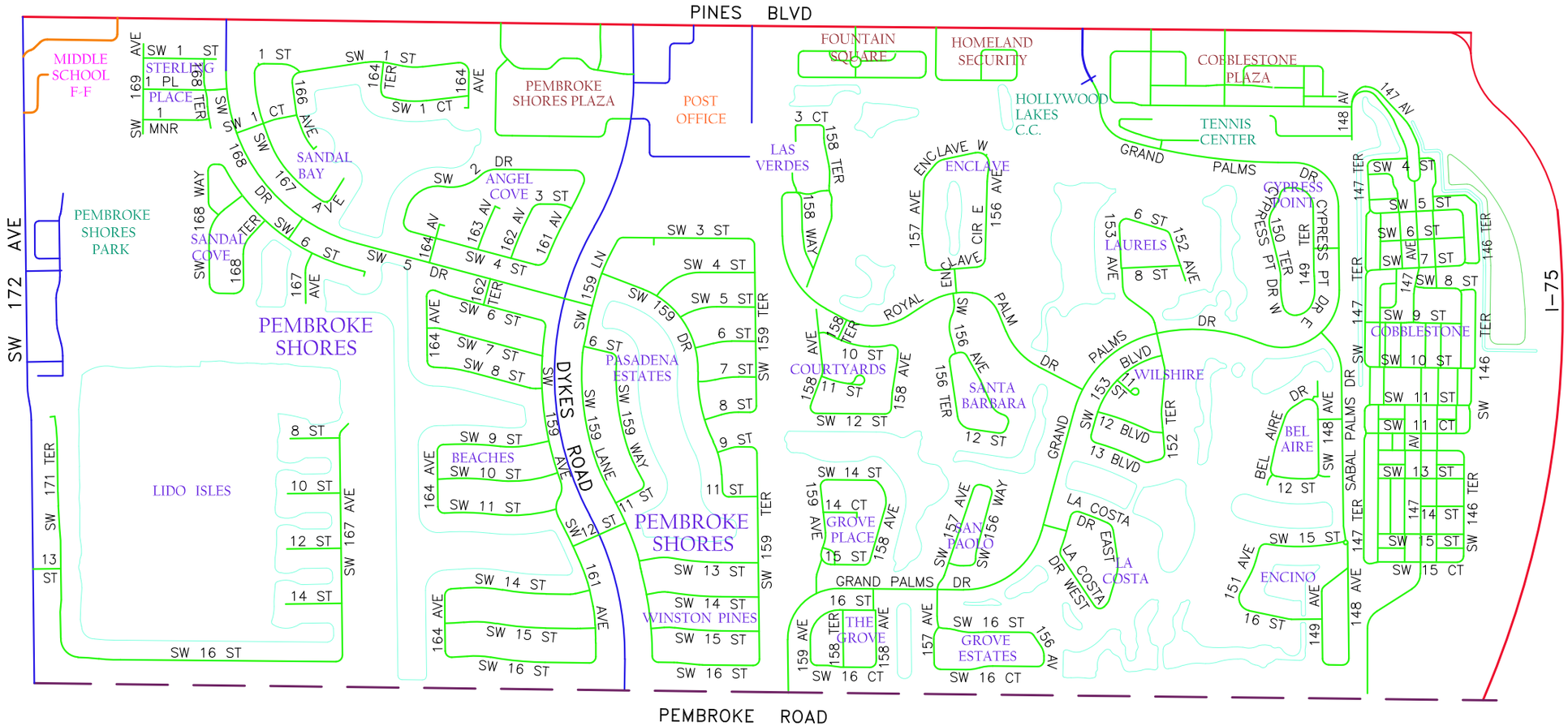



**LEGEND OF STREET OWNERSHIP**

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

**ZONE 8**
**UPDATED ON 9/21/2017**

Attachment G

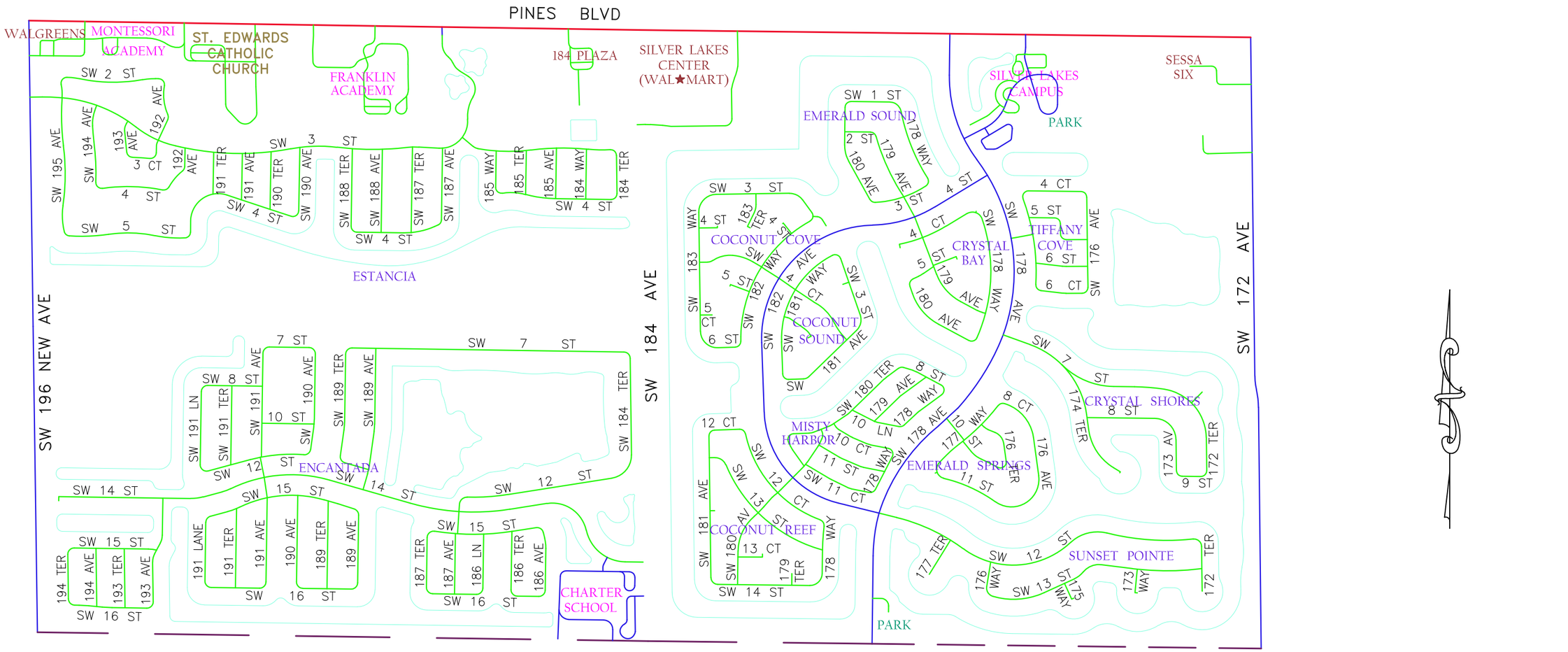



**LEGEND OF STREET OWNERSHIP**

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

**ZONE 9**
**UPDATED ON 9/21/2017**

Attachment G




LEGEND OF STREET OWNERSHIP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

ZONE 10

Attachment G

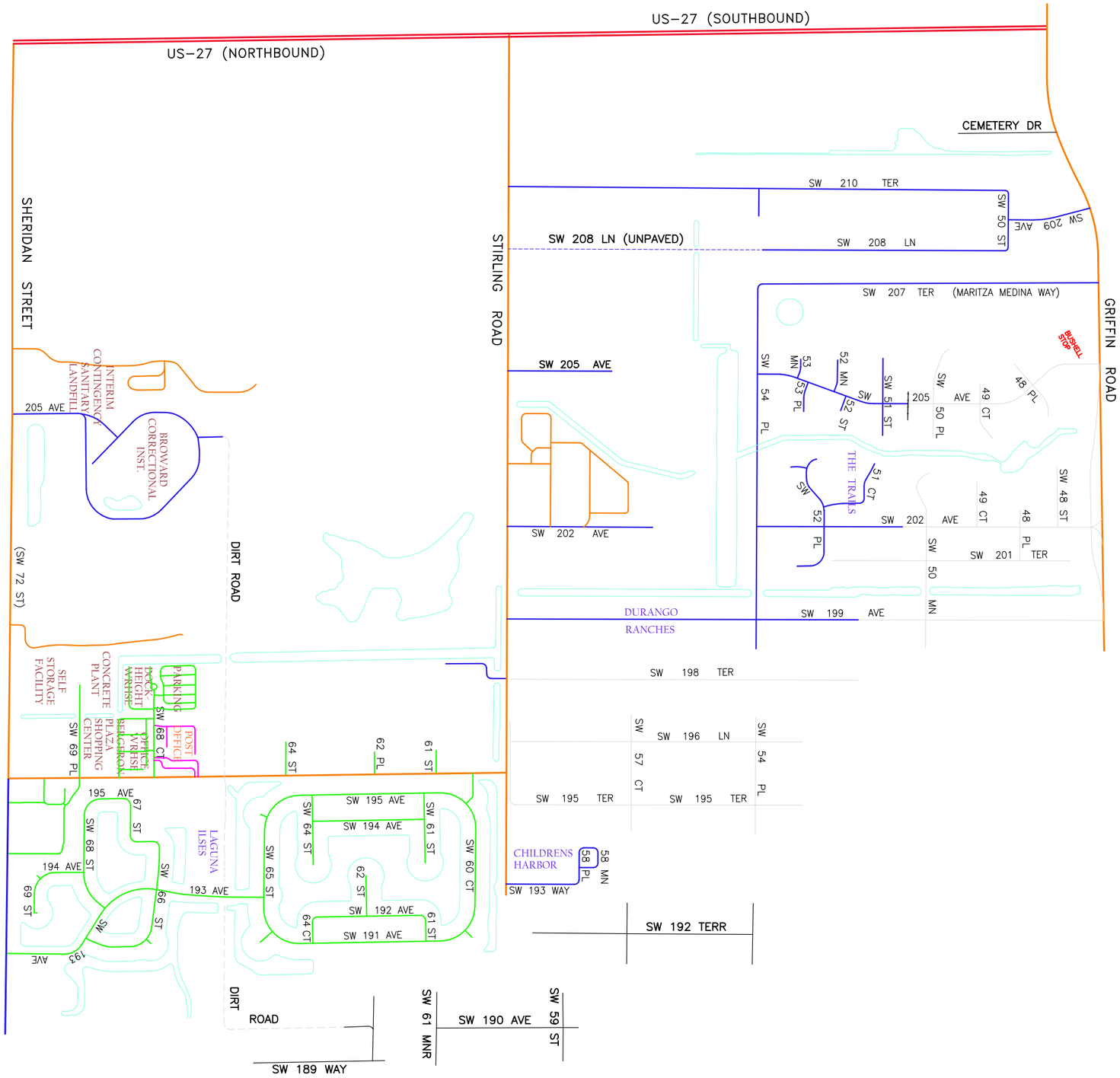



**LEGEND OF STREET OWNERSHIP**

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

**ZONE 11**

**UPDATED ON 9/21/2017**




**LEGEND OF STREET OWNERSHIP**

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

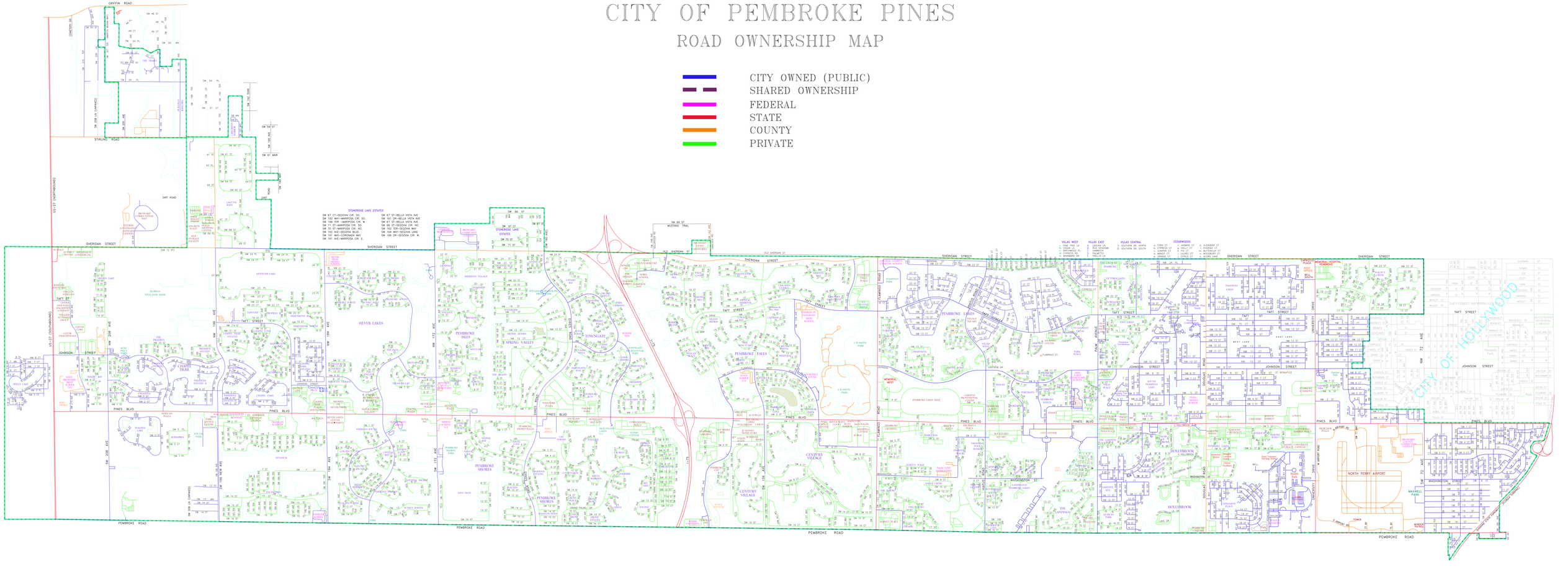
**ZONE 12**

Attachment G

# CITY OF PEMBROKE PINES

## ROAD OWNERSHIP MAP

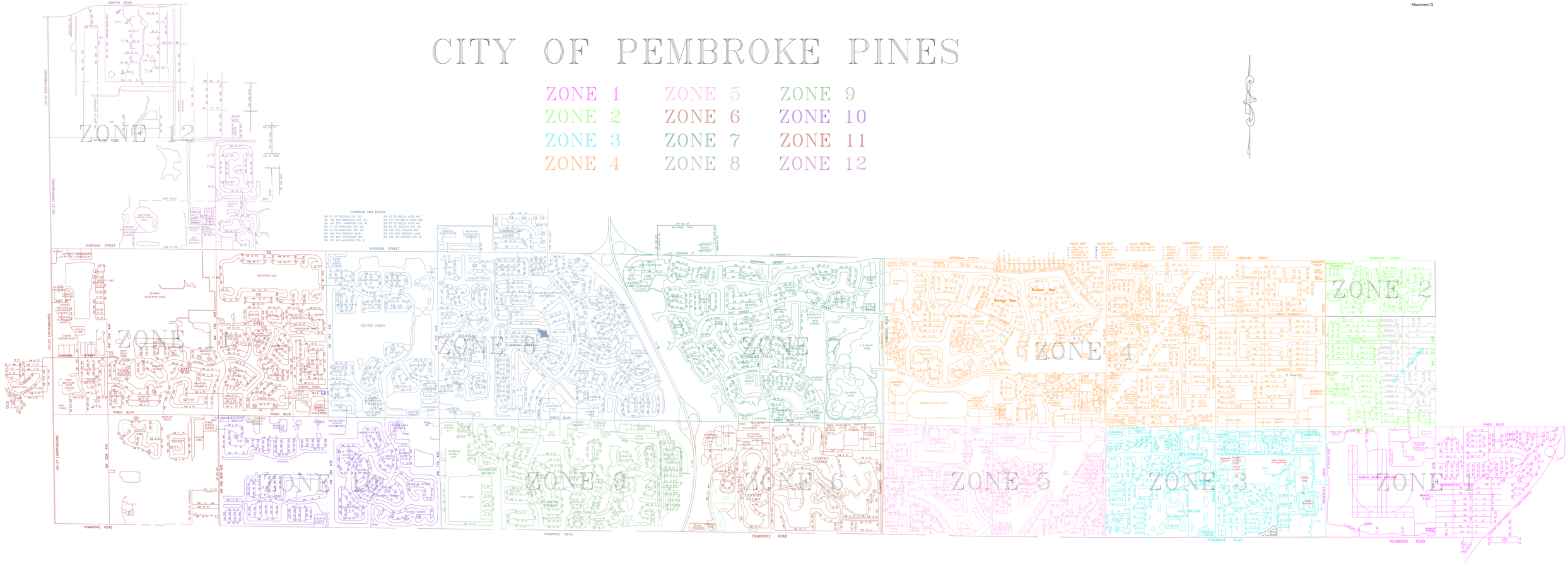
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE



Attachment G

# 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 _____
*[Current assets/ current liabilities]*

2. Debt to Asset Ratio _____
*[Total Debt/ Total Assets]*

3. Debt-To-EBITDA Leverage Ratio _____
*[Total debt / EBITDA]*

4. Return on Assets: _____
*[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

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

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)**<br>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)**<br>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)**<br>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**<br>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**<br>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**<br>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**<br>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**<br>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)**<br>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)**<br>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**<br>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**<br>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**<br>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**<br>Per pound cost, delivered on pallets in 40' semi-trailer load quantities | 1 | pound | | $ - | |
| 5.03 | **Bottled Water**<br>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**<br>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**<br>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**<br>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**<br>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**<br>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**<br>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**<br>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**<br>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**<br>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**<br>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**<br>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**<br>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**<br>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)**<br>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)**<br>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)**<br>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**<br>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**<br>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**<br>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**<br>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**<br>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.**
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**Charles F. Dodge**
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**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.

## Bid #AD-21-02 - Disaster Debris Management Services RFP

| | | | |
|---|---|---|---|
| **Time Left** | 1 day, 3 hrs | | |
| **Bid Started** | Mar 18, 2021 10:33:37 PM EDT | **Notifications** | Report |
| **Bid Ends** | May 4, 2021 2:00:00 PM EDT | **# of suppliers that viewed** | 84 (View) |
| **Agency Information** | City of Pembroke Pines, FL (view agency's bids) | **Q & A** | Questions & Answers<br>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.

â□¢ WebEx Meeting Link: https://ppines.webex.com/meet/purchasing
â□¢ Cisco Webex Meeting Number: 717 019 586
â□¢ 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 Benedit, 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 â□□BID SECURITYâ□□ (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**

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.

## Documents

Select All | Select None | Download Selected

- ☐ 1. AD-21-02 Disaster Debris Management.pdf [download]
- ☐ 2. Attachment A - Contact Information Form.docx [download]
- ☐ 3. Attachment B - Non-Collusive Affidavit [download]
- ☐ 4. Attachment C - Proposers Background Information.docx [download]
- ☐ 5. Attachment D - Sample Insurance Certificate.pdf [download]
- ☐ 6. Attachment E - Specimen Contract - Disaster Debris Management Services.pdf [download]
- ☐ 7. Attachment F - References Form [download]
- ☐ 8. Attachment G - Temporary Debris Management Sites TDMS and Work Zones.pdf [download]
- ☐ 9. Attachment H - Financial Work Sheet.pdf [download]
- ☐ 10. Attachment I - 2 CFR 200 - Uniform Administrative Requirements for Federal Awards.pdf [download]
- ☐ 11. Attachment J - Debris Management Proposal Form.xlsx [download]
- ☐ 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.



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# 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.**



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## Southern Disaster Recovery

Bid Contact **Al McClaran**
**bei@southerndr.com**
**Ph 864-469-9776**

Address **109 White Oak Rd**
**Greenville, SC 29609**

| 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 - $236.00** | 223 / hour | **$52,628.00** | **Y** | **Y** |
| AD-21-02--01-02 | Schedule A - Crew including Equipment and Labor: Push Crew Class B | **Supplier Product Code:** | **First Offer - $191.00** | 223 / hour | **$42,593.00** | | **Y** |
| AD-21-02--01-03 | Schedule A - Crew including Equipment and Labor: Cut Crew Class A | **Supplier Product Code:** | **First Offer - $86.00** | 223 / hour | **$19,178.00** | | **Y** |
| AD-21-02--01-04 | Schedule A - Crew including Equipment and Labor: Cut Crew Class B | **Supplier Product Code:** | **First Offer - $144.00** | 223 / hour | **$32,112.00** | | **Y** |
| AD-21-02--01-05 | Schedule A - Crew including Equipment and Labor: Push Loader Crew Class A | **Supplier Product Code:** | **First Offer - $150.00** | 223 / hour | **$33,450.00** | | **Y** |
| AD-21-02--01-06 | Schedule A - Crew including Equipment and Labor: Push Loader Crew Class B | **Supplier Product Code:** | **First Offer - $95.00** | 223 / hour | **$21,185.00** | | **Y** |

Lot Total **$201,146.00**

| 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 - $7.75** | 230000 / cubic yard | **$1,782,500.00** | | **Y** |
| AD-21-02--02-02 | Schedule B - Collection of Debris & Hauling to TDMS or Final Destination: C&D & Mixed Debris Removal - Hauling 25 miles away (50 miles round trip) | **Supplier Product Code:** | **First Offer - $7.95** | 230000 / cubic yard | **$1,828,500.00** | | **Y** |

| | | | | | | |
|---|---|---|---|---|---|---|
| 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 - $75.00** | 230000 / cubic yard | **$17,250,000.00** | **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 - $0.75** | 230000 / cubic yard | **$172,500.00** | **Y** |

Lot Total **$21,033,500.00**

| 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 - $1.00** | 130000 / cubic yard | **$130,000.00** | | **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 - $2.75** | 95000 / cubic yard | **$261,250.00** | | **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 - $1.25** | 35000 / cubic yard | **$43,750.00** | | **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 - $1.00** | 1 / cubic yard | **$1.00** | | **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 - $8.25** | 31500 / cubic yard | **$259,875.00** | | **Y** |
| AD-21-02--03-06 | Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out | **Supplier Product Code:** | **First Offer - $8.75** | 2000 / cubic yard | **$17,500.00** | | **Y** |

to FDS: Haul-out of C&D Debris to a City Approved Final Disposal Site - Hauling 50 miles

Lot Total **$712,376.00**

| 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 - $0.15** | 1 / mile | **$0.15** | | **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 - $0.22** | 1 / mile | **$0.22** | | **Y** |

Lot Total **$0.37**

| 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 - $1,300.00** | 1 / acre | **$1,300.00** | | **Y** |
| AD-21-02--05-02 | Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Bagged Ice | **Supplier Product Code:** | **First Offer - $0.30** | 1 / pound | **$0.30** | | **Y** |
| AD-21-02--05-03 | Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Bottled Water | **Supplier Product Code:** | **First Offer - $12.50** | 1 / case | **$12.50** | | **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 - $94.00** | 1 / each | **$94.00** | | **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 - $45.00** | 1 / each | **$45.00** | | **Y** |
| AD-21-02--05-06 | Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Dead Animal Removal | **Supplier Product Code:** | **First Offer - $1.00** | 1 / each | **$1.00** | | **Y** |
| AD-21-02--05-07 | Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & | **Supplier Product** | **First Offer - $96.00** | 6000 / each | **$576,000.00** | | **Y** |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Stumps: Removal of Hazardous Limbs, per tree | **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 - $145.00** | 196 / each | **$28,420.00** | **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 - $295.00** | 1 / each | **$295.00** | **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 - $390.00** | 31 / each | **$12,090.00** | **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 - $485.00** | 1 / each | **$485.00** | **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 - $625.00** | 1 / each | **$625.00** | **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 - $235.00** | 1 / each | **$235.00** | **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 - $375.00** | 11 / each | **$4,125.00** | **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 - $490.00** | 1 / each | **$490.00** | **Y** |
| AD-21-02--05-16 | Schedule E - White Goods, Dead | **Supplier** | **First Offer - $560.00** | 1 / each | **$560.00** | **Y** |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Stumps - 60.01 inch diameter and above, per stump | **Product Code:** | | | | |

Lot Total **$624,777.80**

| 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 -** | **$140.00** | 1 / each | **$140.00** | **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 -** | **$195.00** | 1 / each | **$195.00** | **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 -** | **$210.00** | 1 / each | **$210.00** | **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 -** | **$220.00** | 1 / each | **$220.00** | **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 -** | **$375.00** | 1 / each | **$375.00** | **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 -** | **$465.00** | 1 / each | **$465.00** | **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 -** | **$540.00** | 1 / each | **$540.00** | **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 -** | **$665.00** | 1 / each | **$665.00** | **Y** |

Lot Total **$2,810.00**

Supplier Total **$22,574,610.17**

## Southern Disaster Recovery

Item: **Schedule A - Crew including Equipment and Labor:Push Crew Class A**

### Attachments

SDR Proposal -- City of Pembroke, FL 05.04.2021.pdf

# COVER PAGE

## Request for Proposals # AD-21-02 - Disaster Debris Management Services

**City Of Pembroke Pines, FL**
**Purchasing Division**
**8300 South Palm Drive**
**Pembroke Pines, Florida 33025**

*5/04/2021 2:00 pm*

# SUBMITTED BY


Southern Disaster Recovery
Readiness•Response•Recovery

**CONTACT INFO:**

**Chip Patterson**

**109 White Oak Rd.**
**Greenville, SC 29609**
**(Corporate Office)**

**390 North Orange Avenue**
**Suite 2300**
**Orlando, FL, US 32801**
**Florida Office)**

**(864)469-9776**
**(864)469-9642**

**chip@southerndr.com**








**CITY OF PEMBROKE PINES, GFL May 4, 2021, 2:00 pm**

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## *Disaster Debris Management Services*


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Southern Disaster Recovery

## CITY OF PEMBROKE PINES, GFL May 4, 2021, 2:00 pm


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# LETTER OF TRANSMITTAL

Due: **May 4, 2021**

**RE: RFP # AD-21-02 Disaster Debris Management Services**

**CITY OF PEMBROKE PINES, FL**
**PURCHASING DIVISION**
**8300 SOUTH PALM DRIVE, PEMBROKE PINES, FLORIDA 33025**

Dear Sir or Madam:

Southern Disaster Recovery (SDR) is pleased to submit the enclosed proposal for RFP # AD-21-02 Disaster Debris Management Services for the City of Pembroke Pines, Florida, which sets forth our ability to perform the services requested. We have included detailed information regarding SDR's organizational structure, qualifications, resources, and experience we bring to our clients. We strive for excellence and integrity in our business practices and recognize the seriousness of compliance with all laws, specifically FEMA regulations. It is our pledge to provide the City of Pembroke Pines, Florida with the utmost in ethical and professional disaster debris management services.

Since its inception, SDR has delivered superior debris recovery and removal services for the entities to which we have been contracted. When a disaster strikes, communities want the assurance that the contractor they have chosen to aid in recovering their community will provide efficient and comprehensive services. SDR has the experience and reputation to accomplish the contract requirements to the satisfaction of all parties involved.

SDR has significant available resources to manage disaster debris operations for all entities to whom we are contracted. SDR personnel have over 130 years combined experience in disaster recovery and debris management. With our management staff and safety officers, assets of over $15 million, and annual sales exceeding $45 million, we are large enough to manage multiple contracts simultaneously, without sacrificing the hands-on attention required by every entity's unique situation. In the past eight years, SDR has safety and successfully completed over 100 disaster debris contracts managing and disposing of over 7.5 million cubic yards of debris, valued over $175 million.

SDR is a corporate member of the Florida Emergency Preparedness Association as well as the Disaster Recovery Contractors Association (a Washington, DC based trade organization). Chip Patterson, our project principle, has been an officer in the Florida association (FEPA) as well as having direct responsibility for administering FEMA public assistance programs in a Florida county. Mr. Patterson was Florida's emergency manager of the year for 2005 in part due to disaster response and recovery leadership that year. Demetris Pressley, SDR Director of Client Services, is an outstanding public works professional and serves Florida communities in their readiness and first response efforts. Al McClaran, SDR's CEO, is a

109 White Oak Rd. Greenville, SC 29609 | Office 864-469-9776 | Fax 864-469-9642
www.southerndr.com

Southern Disaster Recovery

Board member of the Disaster Recovery Contractors Association and has provided key leadership on important FEMA recovery policy issues.

If awarded this contract, SDR will work closely with the City officials, Emergency Management, and Public Works to complete the project efficiently. Our commitment extends into the community with our intention to utilize the maximum amount of local resources to fulfil our contractual responsibilities. Once the Notice to Proceed is received, SDR will begin promptly with the debris recovery and removal process.

This proposal is in all respects fair and in good faith without collusion or fraud.

Al McClaran, the signer of this proposal, has the authority to bind Southern Disaster Recovery, LLC in all representations of this proposal.

SDR intends to be bound by the terms of this proposal and the prices provided herein. We look forward to the opportunity to be your supplier of Disaster Debris Management Services.

Sincerely,



Al McClaran, CEO
Southern Disaster Recovery, LLC

Below is the contact information for this contract:

| | |
|---|---|
| Company Name | Southern Disaster Recovery, LLC |
| Address 1 | 109 White Oak Rd. Greenville, SC 29609 (Corporate Office) |
| Address 2 | 390 North Orange Avenue Suite 2300, Orlando, FL, US 32801 ( Florida Office) |
| Phone | (864)469-9776 |
| Fax | (864)469-9642 |
| Email | al@southerndr.com / Chip@southerndr.com |
| Contact Person | Al McClaran / Chip Patterson |

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
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**954-450-1030**
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**Iris A. Siple**
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**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.

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# TAB 1 – QUALIFICATIONS AND EXPERIENCE

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# PAST PERFORMANCE SUMMARIES: 2014 – 2020

***This narrative is from select storm disaster during the past 6 years.***

**2020 – Iowa Derecho, Debris Removal, City of Marion, IA:** On August 10, 2020, a Derecho hit much of central and eastern Iowa with straight line winds over 100 mph that was sustained for nearly 30 minutes in many locations. Crop damage was extensive across the state and tree damage was catastrophic in the City of Marion.

Marion is a city of approximately 60,000 people in the Cedar Rapids metropolitan area and is known for it's extensive city park system that aligns mainly with low lying and drainage areas of the City. City streets, parks and natural conservation areas all had mature hard wood trees. Several estimates that upwards of 90%+ of the urban tree canopy received some sort of damage during the derecho.

SDR was selected by the City of Marion for their debris collection and disposal efforts. The project is still on-going. To date SDR has collected over 730,000 cubic yards of debris for this FEMA Public Assistance (PA) funded project.

**2019 – Hurricane Dorian, BEACH BERM RESTORATION BREVARD COUNTY, FL**: Due to damage to public beach access areas as a result of Hurricane Dorian in 2019, South Beaches from R-142 to R-213 in Brevard County, Florida shoreline required beach and dune restoration. SDR successfully completed the original unit price contract by placing 99,841 CY of sand, which was sourced from quality local mines, with a total project value of over $3.3 million. The scope of work mandated that only high-quality sand sources be utilized, and that the project's stringent timeframe be adhered to. Southern Disaster Recovery successfully met both criteria to the satisfaction of the client's Project Manager.




**2019 – Hurricane Dorian Debris Removal; Outer Banks, North Carolina:** Hurricane Dorian impacted Outer Banks North Carolina with significant storm surge flooding and wind damage. SDR had eight (8) local government contracts activated; Hyde County, Tyrrell County, Town of Columbia, Dare County, Currituck County, Town of Kill Devil Hills, Town of Duck, Town of Southern Shores. Each contract included debris management (ROW removal for woody, vegetative material; Construction and Demolition debris; Household Hazardous Wastes; White goods/Appliances). SDR operated seven (7) Temporary Debris Management Sites (TDMS); three (3) of them were in environmentally sensitive areas within the National Park Service boundaries.

**2018-2020 - California Wildfire Pacific Gas & Electric Utility Line Debris Removal:** In November 2018, California suffered the most devasting wildfire in its history. The Camp Fire burned for approximately two weeks, until it was considered 100% contained. The ensuing tree debris caused perilous conditions in many areas serviced by Pacific Gas and Electric. As a result, Southern Disaster Recovery was contracted to remove debris from those areas. In an effort to be proactive in preventing subsequent property damage and power

Southern Disaster Recovery

# PAST PERFORMANCE SUMMARIES: 2014 – 2020

outages, Southern Disaster Recovery is still completing dangerous tree removal projects for Pacific Gas and Electric in California. Thousands of trees have been cut using multiple work crews. The project total is valued at over $48 million.

**2018 - Hurricane Michael Debris & Tree Removal Wiregrass Electric Cooperative, Inc., Hartford, AL:** Following Hurricane Michael, Southern Disaster Recovery was contracted by the Wiregrass Electric Cooperative, Inc. (Wiregrass), with headquarters in Hartford, Alabama, to collect, remove, and dispose of hurricane generated debris along their 30-foot utility rights-of-way. The project scope included all the Wiregrass managed territory in Houston County, Alabama. In total, SDR processed over 52,000 cubic yards of debris valued at nearly $2.1 million.

**2018 – Tree Removal, Alligator Creek & Sampson River Flood Abatement, Board of County, FL:** Following Hurricane Irma in 2017, the Bradford County, Florida Alligator Creek and Sampson River waterways were obstructed with debris and uprooted and/or fallen trees/tree limbs. Southern Disaster Recovery successfully completed not only the original fixed price contract of 14.7 miles of waterway at $1.6 million, but also additional contract amendments, for a total project amount exceeding $2.5 million. The original project began in September 2018 and was to last no more than 220 days. With the added tributaries, the project completion date extended to April 2019.

**2018 - Hurricanes Michael & Florence:** Hurricane's Michael and Florence ravaged the Southeastern and Gulf Coasts. As the Prime Contractor for several debris removal projects, Southern Disaster Recovery (SDR) managed eleven contracts in North Carolina and South Carolina. We successfully processed over 248,200 cubic yards of Vegetative and C&D debris valued at over $5.2 million while also simultaneously performing debris removal as a result of the catastrophic California wildfires that has continued into 2019.

**2017 - Hurricane Irma:** Southern Disaster Recovery (SDR) managed multiple vegetative and C&D debris removal contracts resulting from Hurricane Irma. In Georgia, we were the prime contractor on five debris removal contracts and operated as the prime-sub on eight contracts in Florida and Georgia. In total, SDR processed over 1,500,000 cubic yards of Vegetative and C&D debris on contracts totaling $18.7 million. Outside of debris recovery and removal, SDR completed a Florida beach berm restoration project hauling over 317,000 tons of sand with a total contract valued at over $7.5 million.



**2016 - Hurricane Matthew:** Hurricane Matthew affected the coasts of Georgia, South Carolina, and North Carolina in October 2016. SDR managed multiple vegetative and C&D debris removal contracts in eight SCDOT Counties; Hunting Island, SC; the town of Summerville; the city of Lumberton, NC; and seven GDOT Counties. We processed over 1,000,000 cubic yards of Vegetative and C&D debris on contracts totaling $16.5 million.

Southern Disaster Recovery

# PAST PERFORMANCE SUMMARIES: 2014 – 2020

**2015 - Historic SC Flooding:** Severe flooding caused catastrophic damage in South Carolina during 2015. SDR managed debris removal contracts for C&D debris on state SCDOT roads in Horry and Georgetown counties, Georgetown County roads, and roads within the city of Georgetown, SC.

**2015-2016 - Butte Wildfires, California:** Following wildfires along utility lines in San Andreas, California, SDR was contracted to do a $3.5 million tree removal project employing and managing up to 100 laborers comprising 25 work crews.

**2014 - Winter Storm Pax:** SDR simultaneously directed debris removal and hauling operations for seven different contracts in four South Carolina counties, including county and SCDOT maintained roads, school and county properties, and public service authority rights-of-way as well as creek debris removal. In total, we collected and processed over 2,000,000 cubic yards of debris valued at over $48 million



*After a disaster, your full economic recovery is our priority!*

# Past Project References

| Project | Date | Total CY/ Tons | Total Dollar Amount | Contact | Brief of Descripition |
|---|---|---|---|---|---|
| | | | | REFERENCE | |
| 2020 Hurricane Zeta White, GA | Nov 2020 to Dec 2020 | 6,200 | $107,500.00 | Name: David Murphy<br>Title: EM Director<br>Phone: 706-864-9500<br>Email: dmurphy@whitecounty.net<br>Address: 1241 Helen Hwy Ste 100, Cleveland, GA 30528 | Vegetative and C&D Debris Removal |
| | | | | REFERENCE | |
| 2019 Hurricane Dorian Dare County, NC | 9/30/2019 to 1/23/2020 | 111,000 | $ 2.05 million | Name: Shanna T. Fullmer<br>Title:Public Works Director<br>Phone: 252-475-5844<br>Email: shanna@darenc.com<br>Address: 1018 Driftwood Dr. Manteo, NC 27954 | Vegetative and C&D Debris Removal |
| | | | | REFERENCE | |
| 2019 Hurricane Dorian Hyde County, NC | 9/6/2019 to 5/7/2020 | 101,620 | $3.5 million | Name: Corrine Gibbs<br>Title: County Manager<br>Phone: 252-926-4400<br>Email: cgibbs@hydecountync.gov<br>Address: 1223 Main St., Swan Quarter, NC 27885 | Vegetative and C&D Debris Removal |
| | | | | REFERENCE | |
| 2019 Hurricane Dorian Tyrrell County, NC | 10/10/2019 to 12/5/2019 | 36,070 | $648,000.00 | Name: David Clegg<br>Title: County Manager<br>Phone: 252-796-1371 Ext. 2621<br>Email: dclegg@tyrrellcounty.net<br>Address: 108 S Water Street, Columbia NC 27925 | Vegetative and C&D Debris Removal |
| | | | | REFERENCE | |
| 2019 Hurricane Michael Mitchell Co. GA | 3/21/2019 to 4/30/2019 | 43,600 | $536,000.00 | Name: Clark Harrell<br>Title:County Management<br>Phone: 229-336-2072<br>Email: charrell@mitchellcountyga.net<br>Address: 4767 Highway 37, Camilla, GA 31730 | Debris & Tree Removal<br>Flood Abatement<br>Environmental Constraints |
| | | | | REFERENCE | |
| Board of Co. Commissioners of Bradford County, FL<br>2018 Creek Debris Removal<br>Alligator Creek & Sampson River Flood Abatement | 8/28/2018 to 4/19/2019 | 500 tons | $ 2.5 million | Name: Wendy Russell<br>Title:Emergency Management Deputy Director<br>Phone: 904-966-6910<br>Email: wendy_russell@bradfordsheriff.org<br>Address: 945 North Temple Ave, Starke, FL 32091 | Debris & Tree Removal<br>Flood Abatement<br>Environmental Constraints |
| | | | | REFERENCE | |
| Brevard Beach Berm Restoration | 12/4/2017 to 5/30/2018 | 235,000 | $ 7.6 million | Name: Mike McGarry<br>Title: Beaches, Boating & Waterways Program Manager<br>Phone: 321-537-1779<br>Email: mcgarry@brevardfl.com<br>Address: 2725 Judge Fran Jamieson Way Building A, ROOM 219 Viera, FL 32940 | Placed Beach Quality Sand to Restore over 22 miles of Beach |

| | | | | | |
|---|---|---|---|---|---|
| REFERENCE | | | | | |
| 2018 Hurricane Florence<br>North Carolina DOT<br>Pamlico Co.&Craven<br>Counties | 9/30/2018<br>to<br>01/23/2019 | 150,900 | $ 4.3 million | Name: Jeremy Stroud<br>Title: Division 2 Maintenance Engineer<br>Phone: 252-775-6100<br>Email: jdstroud@ncdot.gov | Vegetative and C&D<br>Debris Removal |
| | | | | Address: 105 Pactolus Hwy (NC 33) Greenville, NC 27835 | |
| REFERENCE | | | | | |
| 2017 Hurricane Irma<br>Macon-Bibb, GA | 10/12/2017<br>to<br>02/23/2018 | 97,400 | $ 1.9 million | Name: Spencer Hawkins<br>Title: EM Director<br>Phone: 478-832-6301<br>Email: shawkins@maconbibb.us | Vegetative and C&D<br>Debris Removal |
| | | | | Address: 700 Poplar St. Macon, GA 31201 | |
| REFERENCE | | | | | |
| 2016 Hurricane Matthew<br>South Carolina DOT<br>4 Counties | 10/15/2016<br>to<br>03/28/2017 | 642,000 | $ 9.5 million | Name: David Cook<br>Title: SCDOT Maintenance Director<br>Phone: 803-315-8568<br>Email: cookdb@scdot.org | Vegetative and C&D<br>Debris Removal |
| | | | | Address: 955 Park St. Columbia, SC 29202 | |

# COMPLETED PROJECTS: 2015 - 2020

| Year Completed | Start Date | Stop Date | Job Name and Description | Owner | State | Prime Or Sub | Contract Amount | Debris Quantity CY | Status |
|---|---|---|---|---|---|---|---|---|---|
| 2021 | 9/2/2020 | 3/29/2021 | Hurricane Laura: LA DOT Districts 7 & 8 | T.F.R Enterprises, Inc. | Louisana | Sub Contractor | $ 1,509,000 | 185,000 | Completed |
| 2021 | 12/1/2020 | 3/2/2021 | Brevard Beach Berm Restoration Project | Brevard County | Florida | Prime Contractor | $ 1,614,700 | 47,200 (sand) | Completed |
| 2021 | 11/30/2020 | 2/11/2021 | Hurricane Isaias: Oak Island, NC - Sand Sifting | Oak Island | North Carolina | Prime Contractor | $ 1,025,000 | 75,620 | Completed |
| 2020 | 8/17/2020 | 12/16/2020 | Iowa Derecho: Marion, IA | City of Marion | Iowa | Prime Contractor | $ 12,988,800 | 729,900 | Completed |
| 2020 | 11/9/2020 | 12/18/2020 | Hurricane Zeta: White Co, GA | White County | Georgia | Prime Contractor | $ 107,000 | 6,000 | Completed |
| 2020 | 8/4/2020 | 9/14/2020 | Hurricane Isaias: Ocean Isle Beach, NC | Ocean Isle Beach | North Carolina | Prime Contractor | $ 215,700 | 7,000 | Completed |
| 2020 | 8/18/2020 | 10/2/2020 | Hurricane Isaias: Oak Island, NC | Oak Island | North Carolina | Prime Contractor | $ 1,154,700 | 62,400 | Completed |
| 2020 | 8/7/2020 | 9/18/2020 | Hurricane Isaias: Holden Beach, NC | Holden Beach | North Carolina | Prime Contractor | $ 60,800 | 2,150 | Completed |
| 2020 | 8/24/2020 | 9/13/2020 | Hurricane Isaias: Caswell Beach, NC | Caswell Beach | North Carolina | Prime Contractor | $ 82,100 | 5,000 | Completed |
| 2020 | 8/24/2020 | 10/9/2020 | Hurricane Isaias: Brunswick Co, NC | Brunswick County | North Carolina | Prime Contractor | $ 355,000 | 19,700 | Completed |
| 2020 | 8/27/2020 | 9/6/2020 | Hurricane Isaias: Bertie Co, NC | Bertie County | North Carolina | Prime Contractor | $ 35,900 | 465 (tons) | Completed |
| 2020 | 6/24/2020 | 9/11/2020 | SC Tornado: Hampton Co, SC | Hampton County | South Carolina | Prime Contractor | $ 482,800 | 136,300 | Completed |
| 2020 | 5/18/2020 | 5/22/2020 | SC Tornado: Barnwell Co, SC | SC DOT | South Carolina | Prime Contractor | $ 32,000 | 7,624 | Completed |
| 2020 | 4/21/2020 | 6/26/2020 | SC Tornado: Oconee Co, SC | SC DOT | South Carolina | Prime Contractor | $ 2,748,000 | 491,504 | Completed |
| 2020 | 12/1/2019 | 4/30/2020 | Brevard Beach Berm Restoration Project | Brevard County | Florida | Prime Contractor | $ 3,343,000 | 100,000 (sand) | Completed |
| 2020 | 3/9/2020 | 3/28/2020 | Spartanburg Tornado: City of Spartanburg | City of Spartanburg | South Carolina | Prime Contractor | $ 87,200 | 12,900 | Completed |
| 2020 | 9/6/2019 | 5/7/2020 | Hurricane Dorian: Hyde Co, NC - Debris Removal | Hyde County | North Carolina | Prime Contractor | $ 3,540,000 | 101,620 | Completed |
| 2020 | 9/23/2019 | 1/11/2020 | Hurricane Dorian: Dare Co, NC - Debris Removal | Dare County | North Carolina | Prime Contractor | $ 2,047,000 | 111,000 | Completed |
| 2020 | 9/21/2019 | 1/5/2020 | Hurricane Dorian: Currituck Co, NC - Debris Removal | Currituck County | North Carolina | Prime Contractor | $ 548,500 | 24,000 | Completed |
| 2019 | 10/10/2019 | 12/5/2019 | Hurricane Dorian: Tyrrell Co, NC - Debris Removal | Tyrrell County | North Carolina | Prime Contractor | $ 648,000 | 36,070 | Completed |
| 2019 | 10/9/2019 | 12/5/2019 | Hurricane Dorian: Columbia, NC - Debris Removal | City of Columbia | North Carolina | Prime Contractor | $ 114,500 | 3,900 | Completed |
| 2019 | 9/23/2019 | 10/29/2019 | Hurricane Dorian: Southern Shores, NC - Debris Removal | Southern Shores | North Carolina | Prime Contractor | $ 403,000 | 27,900 | Completed |
| 2019 | 9/24/2019 | 10/17/2019 | Hurricane Dorian: Kitty Hawk, NC - Debris Removal | Kitty Hawk | North Carolina | Prime Contractor | $ 195,500 | 11,300 | Completed |
| 2019 | 9/30/2019 | 10/7/2019 | Hurricane Dorian: Duck, NC - Debris Removal | Town of Duck | North Carolina | Prime Contractor | $ 16,000 | 1,100 | Completed |
| 2019 | 4/30/2019 | 6/25/2019 | Hurricane Michael: Baker Co, GA - Debris Removal | Baker County | Georgia | Prime Contractor | $ 1,888,000 | 111,000 | Completed |
| 2019 | 3/21/2019 | 4/30/2019 | Hurricane Michael: Mitchell Co, GA - Debris Removal | Mitchell County | Georgia | Prime Contractor | $ 536,000 | 43,600 | Completed |
| 2019 | 3/12/2019 | 4/26/2019 | Wiregrass Electric Cooperative - Tree Removal | Wiregrass Electric CoOp | Alabama | Prime Contractor | $ 2,076,500 | 52,000 | Completed |
| 2019 | 8/28/2018 | 4/19/2019 | Bradford Co, FL - Creek Debris Removal | Bradford County | Florida | Prime Contractor | $ 2,557,000 | 500 tons | Completed |
| 2018 | 9/30/2018 | 1/23/2019 | Hurricane Florence: Pamlico - Debris Removal | NC DOT | North Carolina | Prime Contractor | $ 3,432,500 | 111,900 | Completed |
| 2019 | 11/13/2018 | 4/30/2020 | Pacific Gas & Electric: Utility Line Clearing | Pacific Gas & Electric | California | Prime Contractor | $ 48,317,000 | N/A | Completed |
| 2018 | 11/2/2018 | 12/19/2018 | Hurricane Florence: Beaufort Co, NC - Debris Removal | Beaufort County | North Carolina | Prime Contractor | $ 178,700 | 18,700 | Completed |
| 2018 | 10/1/2018 | 12/6/2018 | Hurricane Florence: City of Goldboro, NC - Debris Removal | City of Goldsboro | North Carolina | Prime Contractor | $ 370,000 | 45,100 | Completed |
| 2018 | 11/5/2018 | 11/17/2018 | Hurricane Florence: Craven - Debris Removal | NC DOT | North Carolina | Prime Contractor | $ 943,000 | 39,000 | Completed |
| 2018 | 11/3/2018 | 11/7/2018 | Hurricane Michael: Kitty Hawk, NC - Debris Removal | Kitty Hawk | North Carolina | Prime Contractor | $ 38,000 | 3,400 | Completed |
| 2018 | 10/29/2018 | 11/2/2018 | Hurricane Michael: Town of Duck, NC - Debris Removal | Town of Duck | North Carolina | Prime Contractor | $ 22,100 | 2,000 | Completed |
| 2018 | 10/18/2018 | 10/29/2018 | Hurricane Michael: Kill Devil Hills, NC - Debris Removal | Kill Devil Hills | North Carolina | Prime Contractor | $ 111,800 | 10,400 | Completed |
| 2018 | 10/2/2018 | 10/27/2018 | Hurricane Florence: Marion - Debris Removal | SC DOT | South Carolina | Prime Contractor | $ 162,000 | 8,000 | Completed |
| 2018 | 10/9/2018 | 10/19/2018 | Hurricane Florence: Chesterfield - Debris Removal | SC DOT | South Carolina | Prime Contractor | $ 24,000 | 800 | Completed |
| 2018 | 10/10/2018 | 10/17/2018 | Hurricane Florence: Town of Bogue, NC - Debris Removal | Town of Bogue | North Carolina | Prime Contractor | $ 62,200 | 8,900 | Completed |
| 2018 | 7/3/2018 | 8/23/2018 | Town of New Fairfield - Debris Removal | Supreme Industries | Connecticut | Sub Contractor | $ 909,500 | 86,600 | Completed |
| 2018 | 7/24/2018 | 8/20/2018 | Town of Beacon Falls - Debris Removal | Supreme Industries | Connecticut | Sub Contractor | $ 222,000 | 14,600 | Completed |

# COMPLETED PROJECTS: 2015 - 2020

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2018 | 12/4/2017 | 5/30/2018 | Brevard Beach Berm Restoration Project | Brevard County | Florida | Prime Contractor | $ 7,554,000 | 235,400 (sand) | Completed |
| 2018 | 3/10/2017 | 5/26/2018 | Seagrape Trail Beach Berm Restoration Project | HOAs: Baytree, Sea Colony, Sea Oaks | Florida | Prime Contractor | $ 250,000 | 6,100 (sand) | Completed |
| 2018 | 12/3/2017 | 2/25/2018 | Hurricane Irma: Banks Co, GA - Debris Removal | Banks County | Georgia | Prime Contractor | $ 1,086,000 | 27,100 | Completed |
| 2018 | 10/12/2017 | 2/23/2018 | Hurricane Irma: Macon Bibb, GA- Debris Removal | Macon-Bibb County | Georgia | Prime Contractor | $ 1,924,000 | 96,800 | Completed |
| 2018 | 9/19/2017 | 2/13/2018 | Hurricane Irma: Nassau Co, FL- Debris Removal | Crowder Gulf | Florida | Sub Contractor | $ 2,639,000 | 206,000 | Completed |
| 2018 | 9/16/2017 | 2/11/2018 | Hurricane Irma: Clay Co, FL - Debris Removal | Crowder Gulf | Florida | Sub Contractor | $ 4,383,000 | 423,600 | Completed |
| 2018 | 10/2/2017 | 2/10/2018 | Hurricane Irma: Lumpkin Co, GA- Debris Removal | Lumpkin County | Georgia | Prime Contractor | $ 944,000 | 35,200 | Completed |
| 2018 | 11/14/2017 | 2/2/2018 | Hurricane Irma: Putnam Co, FL- Debris Removal | Crowder Gulf | Florida | Sub Contractor | $ 3,199,000 | 315,000 | Completed |
| 2018 | 11/10/2017 | 1/13/2018 | Hurricane Irma: Forsyth Co, GA- Debris Removal | Forsyth County | Georgia | Prime Contractor | $ 92,000 | 7,200 | Completed |
| 2017 | 9/24/2017 | 12/10/2017 | Hurricane Irma: City of Deltona, FL - Debris Removal | Crowder Gulf | Florida | Sub Contractor | $ 2,853,000 | 274,900 | Completed |
| 2017 | 10/8/2017 | 12/10/2017 | Hurricane Irma: DeSoto County, FL - Site Mngmt | Crowder Gulf | Florida | Sub Contractor | $ 530,000 | 78,900 | Completed |
| 2017 | 10/16/2017 | 12/3/2017 | Hurricane Irma: White, GA - Debris Removal | White County | Georgia | Prime Contractor | $ 111,000 | 8,900 | Completed |
| 2017 | 10/5/2017 | 11/21/2017 | Hurricane Irma: City of Palmetto, FL -Debris Removal | Crowder Gulf | Florida | Sub Contractor | $ 184,000 | 17,700 | Completed |
| 2017 | 10/8/2017 | 11/19/2017 | Hurricane Irma:City of Arcadia, FL - Site Mngmt | Crowder Gulf | Florida | Sub Contractor | $ 42,000 | 34,700 | Completed |
| 2017 | 10/6/2017 | 11/8/2017 | Hurricane Irma: City of Miami, FL - Debris Removal | Crowder Gulf | Florida | Sub Contractor | $ 441,000 | 14,400 | Completed |
| 2017 | 10/1/2017 | 11/5/2017 | Hurricane Irma: City of St. Marys, GA- Debris Removal | Barnett Southern | Georgia | Sub Contractor | $ 286,400 | 25,700 | Completed |
| 2017 | 9/18/2017 | 10/3/2017 | Hurricane Irma: City of Sarasota, FL- Debris Removal | Ceres Environmental | Florida | Sub Contractor | $ 36,000 | 4,300 | Completed |
| 2017 | 6/30/2017 | 7/7/2017 | City of Pembroke, GA - Tree Clearing | Pembroke, GA | Georgia | Prime Contractor | $ 99,000 | 836 trees | Completed |
| 2017 | 4/1/2017 | 4/9/2017 | Hurricane Matthew: Hunting Island, SC - Debris Removal | South Carolina Parks & Rec | South Carolina | Prime Contractor | $ 748,000 | N/A | Completed |
| 2017 | 3/31/2017 | 4/2/2017 | Hurricane Matthew: Brantley County, GA - Debris Grinding | Brantley County | Georgia | Prime Contractor | $ 79,000 | 28,500 | Completed |
| 2017 | 2/28/2017 | 3/19/2017 | Hurricane Matthew: Evans County, GA - Debris Burning | Evans County | Georgia | Prime Contractor | $ 40,000 | 26,700 | Completed |
| 2017 | 3/6/2017 | 3/19/2017 | Hurricane Matthew: SCDOT Bamberg - Debris Grinding | South Carolina DOT | South Carolina | Prime Contractor | $ 9,000 | 1,700 | Completed |
| 2017 | 1/30/2017 | 2/26/2017 | Hurricane Matthew: GDOT Screven - Debris Removal | Georgia DOT | Georgia | Prime Contractor | $ 123,000 | 10,200 | Completed |
| 2017 | 2/4/2017 | 2/26/2017 | GA Tornadoes: Thomas County, GA - Debris Removal | Thomas County | Georgia | Prime Contractor | $ 106,000 | 12,200 | Completed |
| 2017 | 11/18/2016 | 2/12/2017 | Hurricane Matthew: GDOT Bryan - Debris Removal | Georgia DOT | Georgia | Prime Contractor | $ 376,000 | 23,500 | Completed |
| 2017 | 11/10/2016 | 2/12/2017 | Hurricane Matthew: GDOT Effingham - Debris Removal | Georgia DOT | Georgia | Prime Contractor | $ 192,000 | 11,200 | Completed |
| 2017 | 11/29/2016 | 2/7/2017 | Hurricane Matthew: GDOT Bulloch - Debris Removal | Georgia DOT | Georgia | Prime Contractor | $ 731,000 | 53,300 | Completed |
| 2017 | 11/10/2016 | 2/6/2017 | Hurricane Matthew: City of Lumberton, NC - Debris Removal | Lumberton, NC | North Carolina | Prime Contractor | $ 930,000 | 29,000 | Completed |
| 2017 | 10/27/2016 | 2/3/2017 | Hurricane Matthew: Effingham County, GA - Debris Removal | Effingham County | Georgia | Prime Contractor | $ 274,000 | 13,700 | Completed |
| 2017 | 10/13/2016 | 1/30/2017 | Hurricane Matthew: SCDOT Georgetown - Debris Removal | South Carolina DOT | South Carolina | Prime Contractor | $ 4,523,000 | 284,200 | Completed |
| 2017 | 12/14/2016 | 1/29/2017 | Hurricane Matthew: SCDOT Jasper - Debris Removal | Ceres Environmental | South Carolina | Sub Contractor | $ 361,000 | 36,300 | Completed |
| 2017 | 10/27/2016 | 1/29/2017 | Hurricane Matthew: SCDOT Lee - Debris Removal | South Carolina DOT | South Carolina | Prime Contractor | $ 310,000 | 17,000 | Completed |
| 2017 | 10/15/2016 | 1/25/2017 | Hurricane Matthew: SCDOT Marion - Debris Removal | South Carolina DOT | South Carolina | Prime Contractor | $ 3,799,000 | 251,000 | Completed |
| 2017 | 11/22/2016 | 1/25/2017 | Hurricane Matthew: GDOT Evans - Debris Removal | Georgia DOT | Georgia | Prime Contractor | $ 81,000 | 5,700 | Completed |
| 2017 | 11/11/2016 | 1/21/2017 | Hurricane Matthew: GDOT Glynn - Debris Removal | Georgia DOT | Georgia | Prime Contractor | $ 153,000 | 7,600 | Completed |
| 2017 | 11/6/2017 | 1/20/2017 | Hurricane Matthew: GDOT Camden - Debris Removal | Georgia DOT | Georgia | Prime Contractor | $ 84,000 | 4,300 | Completed |
| 2017 | 10/26/2016 | 1/19/2017 | Hurricane Matthew: Hampton County, SC - Debris Removal | Hampton County | South Carolina | Prime Contractor | $ 657,000 | 23,700 | Completed |

## COMPLETED PROJECTS: 2015 - 2020

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2017 | 11/10/2016 | 1/14/2017 | Hurricane Matthew: SCDOT Hampton - Debris Removal | Ceres Environmental | South Carolina | Sub Contractor | $ 755,000 | 61,600 | Completed |
| 2017 | 10/26/2016 | 1/5/2017 | Hurricane Matthew: SCDOT Berkeley - Debris Removal | Ceres Environmental | South Carolina | Sub Contractor | $ 693,000 | 48,400 | Completed |
| 2017 | 10/26/2016 | 1/1/2017 | Hurricane Matthew: SCDOT Clarendon - Debris Removal | South Carolina DOT | South Carolina | Prime Contractor | $ 922,000 | 53,700 | Completed |
| 2016 | 10/23/2016 | 12/31/2016 | Hurricane Matthew: Pawleys Plantation - Debris Removal | Pawleys Plantation POA | South Carolina | Prime Contractor | $ 229,000 | 13,200 | Completed |
| 2016 | 10/9/2016 | 11/14/2016 | Hurricane Matthew: Summerville, SC - Debris Removal | Summerville, SC | South Carolina | Prime Contractor | $ 468,000 | 44,300 | Completed |
| 2016 | 11/5/2016 | 11/13/2016 | Hurricane Matthew: Beaufort County, NC - Debris Removal | Beaufort County | North Carolina | Prime Contractor | $ 28,000 | 3,700 | Completed |
| 2015 | 10/21/2015 | 12/31/2015 | SC Flooding: Georgetown County/DOT - Debris Removal | South Carolina DOT | South Carolina | Prime Contractor | $ 676,000 | 76,300 | Completed |
| 2015 | 10/21/2015 | 12/31/2015 | SC Flooding: Horry County/DOT - Debris Removal | South Carolina DOT | South Carolina | Prime Contractor | $ 11,000 | 800 | Completed |
| 2015 | 10/21/2015 | 12/23/2015 | Butte Wildfires (CA) - Utility Line Clearing | Philips & Jordan | California | Sub Contractor | $ 3,500,000 | N/A | Completed |

# SDR COMPLETED PROJECTS IN EXCEEDING 2 MILLION PER EVENT

| Year Completed | Start Date | Stop Date | Job Name and Description | Owner | State | Prime Or Sub | Contract Amount | Debris Quantity CY | Status |
|---|---|---|---|---|---|---|---|---|---|
| 2020 | 8/17/2020 | 12/16/2020 | Iowa Derecho: Marion, IA | City of Marion | Iowa | Prime Contractor | $ 12,988,800 | 729,900 | Completed |
| 2020 | 4/21/2020 | 6/26/2020 | SC Tornado: Oconee Co, SC | SC DOT | South Carolina | Prime Contractor | $ 2,748,000 | 491,504 | Completed |
| 2020 | 12/1/2019 | 4/30/2020 | Brevard Beach Berm Restoration Project | Brevard County | Florida | Prime Contractor | $ 3,343,000 | 100,000 (sand) | Completed |
| 2020 | 9/6/2019 | 5/7/2020 | Hurricane Dorian: Hyde Co, NC - Debris Removal | Hyde County | North Carolina | Prime Contractor | $ 3,540,000 | 101,620 | Completed |
| 2020 | 9/23/2019 | 1/11/2020 | Hurricane Dorian: Dare Co, NC - Debris Removal | Dare County | North Carolina | Prime Contractor | $ 2,047,000 | 111,000 | Completed |
| 2019 | 3/12/2019 | 4/26/2019 | Wiregrass Electric Cooperative - Tree Removal | Wiregrass Electric CoOp | Alabama | Prime Contractor | $ 2,076,500 | 52,000 | Completed |
| 2019 | 8/28/2018 | 4/19/2019 | Bradford Co, FL - Creek Debris Removal | Bradford County | Florida | Prime Contractor | $ 2,557,000 | 500 tons | Completed |
| 2018 | 9/30/2018 | 1/23/2019 | Hurricane Florence: Pamlico - Debris Removal | NC DOT | North Carolina | Prime Contractor | $ 3,432,500 | 111,900 | Completed |
| 2019 | 11/13/2018 | 4/30/2020 | Pacific Gas & Electric: Utility Line Clearing | Pacific Gas & Electric | California | Prime Contractor | $ 48,317,000 | N/A | Completed |
| 2018 | 12/4/2017 | 5/30/2018 | Brevard Beach Berm Restoration Project | Brevard County | Florida | Prime Contractor | $ 7,554,000 | 235,400 (sand) | Completed |
| 2017 | 10/13/2016 | 1/30/2017 | Hurricane Matthew: SCDOT Georgetown - Debris Removal | South Carolina DOT | South Carolina | Prime Contractor | $ 4,523,000 | 284,200 | Completed |
| 2017 | 10/15/2016 | 1/25/2017 | Hurricane Matthew: SCDOT Marion - Debris Removal | South Carolina DOT | South Carolina | Prime Contractor | $ 3,799,000 | 251,000 | Completed |
| 2014 | 3/1/2014 | 8/25/2014 | Williamsburg County, SC - Debris Removal | Williamsburg County | South Carolina | Prime Contractor | $ 3,965,000 | L&H | Completed |
| 2014 | 6/13/2014 | 8/21/2014 | Horse Creek Water Trail - Debris Removal | Aiken County | South Carolina | Prime Contractor | $ 4,510,000 | 50,000 | Completed |
| 2014 | 3/1/2014 | 8/8/2014 | Aiken County, SC - Debris Removal | Aiken County | South Carolina | Prime Contractor | $ 25,842,000 | 1,433,000 | Completed |
| 2014 | 2/22/2014 | 5/13/2014 | Barnwell County, SC - Debris Removal | Barnwell County | South Carolina | Prime Contractor | $ 2,792,000 | 80,000 | Completed |

Southern Disaster Recovery

# Current Work-in-progress Contracts

| Name of Project | Owner | Value | Contracted Completion Date | % of Completion to Date |
|---|---|---|---|---|
| Waterway debris removal | City of Marion, IA | $5.5 M | June 1, 2021 | 80% |
| Severe Weather Debris | Lawrence Co, KY | $3.8 M | June 15, 2021 | 70% |
| Severe Weather Debris | Carter Co. KY | $4.1 M | June 15, 2021 | 60% |
| Severe Weather Debris | Elliot Co., KY | $3.2 M | June 15,2021 | 50% |
| 2021 GA Tornado | City of Newnan, GA | $7.5 M | May 30, 2021 | 85% |

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Southern Disaster Recovery

**Monitoring Firms that SDR has worked with in the past 5 years:**

**1, Debris Tech**
Brooks Wallace, Cindy Carter
601-658-9598
brooks@debristech.com
9235- Goodyear Blvd, Picayune, MS 39466

**2, Thompson Consulting**
Danny Gardner
dgardner@thompsoncs.net
407-792-0018
1135 Townpark Ave, Suite 2101
Lake Mary, FL 32746

**3, Tetra Tech**
Kenneth Thompson
626-351-4664
3475 East Foothill Boulevard
Pasadena, CA 91107

**4, GMC Network**
Robert Ramsey
229-883-0332
Robert.ramsey@gmcnetwork.com
2547 Lafayette Plaza Dr, Suite E
Albany, GA 31707

Southern Disaster Recovery

**2016 HURRICANE MATTHEW**
**DEBRIS, C&D REMOVAL**
**GEORGETOWN COUNTY**
**SC DOT**





**CLIENT / OWNER**

SCDOT

**TOTAL CY & VALUE**

284,200 CY
$4,523,000.00

**PROJECT FEATURES**

Debris Removal
Debris Management
FEMA PA Reimbursement

**COMPLETION**

Oct. 13, 2016 - Jan. 30, 2017

**REFERENCE**

David Cook
SCDOT Maintenance Director
cookdb@scdot.org
803.737.0676
955 Park St.
Columbia, SC 29202

**KEY STAFF ASSIGNED TO PROJECT**

Brad Dawkins – Project manager

## PROJECT DESCRIPTION

Following Hurricane Matthew in 2016, Southern Disaster Recovery managed debris contracts for removal of Vegetative and C&D Debris. SDR had contracts for removal in 8 SCDOT Counties, Hunting Island, SC, Town of Summerville, City of Lumberton, NC, (and 7 GDOT Counties). SDR processed over 284,200 cubic yards of Vegetative and C&D debris.

## PROJECT HIGHLIGHTS

Throughout this six-month FEMA PA-funded debris collection and disposal project, SDR utilized:

- 8 Bucket Trucks
- 14 Self-Loaders
- 1 Horizontal Grinders
- 1 Air Curtain Burner
- 2 High-Tip Wheel Loaders
- 2 Track Hoes
- 4 80-100 CYD Dump Trailers

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Southern Disaster Recovery

## 2016 HURRICANE MATTHEW DEBRIS, C&D REMOVAL MARION COUNTY, SC



### CLIENT / OWNER

SC Department of Transportation

### TOTAL CY & VALUE

$3,799,000.00

251,000 CY

### PROJECT FEATURES

Debris Removal

Debris Management

FEMA PA Reimbursement

### COMPLETION

Oct. 15, 2016 -Jan. 25, 2017

### REFERENCE

David Cook
SCDOT Maintenance Director
cookdb@scdot.org
803.737.0676
955 Park St.
Columbia, SC 29202

### KEY STAFF ASSIGNED TO PROJECT

Sonny Sims – Project manager



### PROJECT DESCRIPTION

Following Hurricane Matthew in 2016, Southern Disaster Recovery managed debris contracts for removal of Vegetative and C&D Debris. SDR had a contract for removal in Marion County, SC for SCDOT (as well as 7 other SCDOT Counties, Hunting Island, SC, Town of Summerville, City of Lumberton, NC, and 7 GDOT Counties. SDR processed over 251,000 cubic yards of Vegetative and C&D debris.

### PROJECT HIGHLIGHTS

Throughout this six-month FEMA PA-funded debris collection and disposal project, SDR utilized:

- 4 Bucket Trucks
- 7 Self-Loaders
- 1 Horizontal Grinders
- 2 High-Tip Wheel Loaders
- 1 Track Hoes
- 5 80-100 CYD Dump Trailers

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Southern Disaster Recovery

## ALLIGATOR CREEK & SAMPSON RIVER FLOOD ABATEMENT PROJECT – 2018 TREE REMOVAL



### CLIENT / OWNER

Board of County Commissioners of Bradford County, FL &
the Bradford County Sheriff

### VALUE

$2.5 Million

### PROJECT FEATURES

Debris & Tree Removal
Flood Abatement
Environmental Constraints

### COMPLETION

8/19/2018 – 4/19/ 2019

### REFERENCE

Wendy Russell
Emergency Management Director
904.966.6910
wendy_russell@bradfordsheriff.org

### KEY STAFF ASSIGNED TO PROJECT

### PROJECT DESCRIPTION

Following Hurricane Irma in 2017, the Bradford County, Florida Alligator Creek and Sampson River waterways were obstructed with debris and uprooted and/or fallen trees/tree limbs. Southern Disaster Recovery successfully completed not only the original fixed price contract of 14.7 miles of waterway at $1.6 million, but also additional contract amendments, for a total project amount exceeding $2.5 million. The original project began in September 2018 and was to last no more than 220 days. With the added tributaries, the project completion date extended to April 2019.

The scope of work mandated that specific criteria be adhered to in order to protect the natural wildlife habitats along the creek and river as well as the properties that bordered the affected areas. Southern Disaster Recovery successfully fulfilled the stringent requirements of the contract with minimal to no impact on the environment.

### PROJECT HIGHLIGHTS

This seven-month county funded debris removal/disposal and flood abatement project encompassed:

- 14.7 miles of waterway in 9-segment increments
- 1 Skid Steer
- 1 Excavator
- 1 Self-loader
- Turbidity Fence/Curtains Deployment
- Erosion Control Barriers
- Flat-Bottom Boats
- Vegetation Restoration
- Environmental Impact Reduction Measures



Southern Disaster Recovery

## 2020 SC TORNADO DEBRIS REMOVAL OCONEE CO. SC



### CLIENT / OWNER

Oconee County
South Carolina

### VALUE

$2,748,000
Total CY: 491,504

### PROJECT FEATURES

Debris Collection / Removal
Debris Management
FEMA PA Reimbursement

### COMPLETION

4/21/2020 – 6/26/2020

### REFERENCE

SC Department of Transportation
955 Park St. Columbia, SC 29201
David Cook
SCDOT Maintenance Director
cookdb@scdot.org
803.737.0676

### KEY STAFF ASSIGNED TO PROJECT

Sonny Sims – Project manager

### PROJECT DESCRIPTION

In April of 2020, a strong line of storms went through Oconee County, SC and was later confirmed a tornado.

SDR was selected by the South Carolina Department of Transportation (SCDOT) for debris grinding and haul out in Oconee County.

### PROJECT HIGHLIGHTS

Throughout the duration of this 10-week debris grinding and disposal project, SDR utilized:

- 49 Haul Out Trucks




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# *State of Florida*
## *Department of State*

I certify from the records of this office that SOUTHERN DISASTER RECOVERY, LLC is a South Carolina limited liability company authorized to transact business in the State of Florida, qualified on May 30, 2017.

The document number of this limited liability company is M17000004656.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on February 2, 2021, and that its status is active.

I further certify that said limited liability company 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 Second day of February, 2021***




*Secretary of State*

**Tracking Number: 3725272832CC**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

**2021 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT**

**FILED**
**Feb 02, 2021**
**Secretary of State**
**3725272832CC**

DOCUMENT# M17000004656

**Entity Name:** SOUTHERN DISASTER RECOVERY, LLC

**Current Principal Place of Business:**

109 WHITE OAK ROAD
GREENVILLE, SC 29609

**Current Mailing Address:**

109 WHITE OAK ROAD
GREENVILLE, SC 29609 US

**FEI Number: 45-5312400**

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

REGISTERED AGENTS INC.
7901 4TH ST N
STE 300
ST PETERSBURG, FL 33702 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent — Date

**Authorized Person(s) Detail :**

| | | | |
|---|---|---|---|
| Title | MBR | Title | MBR |
| Name | MCCLARAN, AL | Name | ELLIS, MARK |
| Address | 18 SUMMER GLEN DR | Address | 109 WHITE OAK ROAD |
| City-State-Zip: | SIMPSONVILLE SC 29681 | City-State-Zip: | GREENVILLE SC 29609 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: AL MCCLARAN MEMBER 02/02/2021

Electronic Signature of Signing Authorized Person(s) Detail — Date

Southern Disaster Recovery

# LITIGATION SUMMARY

Southern Disaster Recovery (SDR) takes pride in completing the projects with which we are involved with the highest level of professionalism and integrity. We hold our subcontractors and our staff to a high standard of excellence. Because of the pre-planning put into every protocol and process we employ, the entities to which we are contracted expect and experience final outcomes that are both satisfactory and economically beneficial.

***Southern Disaster Recovery can confidently state that our projects are completed safely, on time, and without consequent legal ramifications.***

SDR can proudly attest:

- We are not currently involved in any legal claims, arbitrations, administrative hearings, or lawsuits.
- Within the last ten years, SDR has not been the defendant in any litigation involving debris removal operations.
- SDR has never brought suit against an entity for any contractual relationship with which we have been party.
- SDR is not currently debarred, nor has ever been debarred, from doing FEMA related work.
- SDR has no license sanctions.
- Within the last ten years, SDR has never had any contract terminations.

***Our highest priority is to provide the necessary resources for your entity's full physical and economic recovery.***

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Southern Disaster Recovery

# TAB 2 - ABILITY

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Southern Disaster Recovery

# Company's Technical and Construction Capabilities

*Contract Management | Accounting | Administrative Practices*

## Southern Disaster Recovery, LLC

- ✓ Headquartered in the South Carolina Upstate in Greenville since 2012.
- ✓ Centrally located between Charlotte, North Carolina and Atlanta, Georgia.
- ✓ Near 3 international airports
- ✓ Satellite locations in Fairmount, GA, Orlando, FL, and Sunset Beach, NC

***Our strategic location enables us to respond quickly to the needs of our clients.***

We specialize in environmental disaster preparedness, response, and recovery, and we have the resources, skills, and expertise to assist local, state, and federal entities. Southern Disaster Recovery, LLC's (SDR) management and support staff have the knowledge to assist entities with:

- ✓ Developing a Debris Management Plan
- ✓ Training appropriate entity staff in all aspects of debris disaster recovery
- ✓ Managing comprehensive debris recovery operations:

**Response | Demolition | Collection | Reduction | Final disposal**

**SDR is skilled in all aspects of FEMA documentation criteria, which is paramount for entities to receive accurate and complete reimbursement. We ensure entities receive all federal disaster funding to which they are entitled.** We have a full-time CPA on staff with a committed administrative staff to ensure compliance with all industry standards of superior debris operations. Rest assured, SDR is able to successfully fulfill our contract obligations to the satisfaction of all parties.

As a premier Disaster Debris Recovery and Removal Contractor, SDR is committed to:

- ✓ Excellent business practices
- ✓ Professional, ethical, and safe operations
- ✓ Strict adherence to all FEMA requirements for procurement, debris tracking & invoicing

Accurate records are paramount for entities to receive the maximum amount of funds available to facilitate a full economic recovery. To that end, SDR is reliant upon the records provided by the entity's monitoring company during any recovery project. We carefully review and verify all documentation provided since this information becomes the basis for our invoicing. If an entity chooses to self-monitor, we have an automated debris management system that can be used by the applicant for accurate tracking of billable items in debris operations.

SDR has refined our debris management processes to become a leading regional debris recovery and removal contractor. There are several factors that make SDR a noteworthy provider of debris recovery and removal services:

- ❖ Our principals and management have collective experience of over 130 years in disaster recovery and debris management.
- ❖ The comprehensive abilities and experience of our project managers and safety officers.
- ❖ Assets of over $15 million.
- ❖ Annual sales exceeding $45 million.

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Southern Disaster Recovery

# Company's Technical and Construction Capabilities

*Contract Management | Accounting | Administrative Practices*

***SDR has successfully managed to completion over 100 separate debris contracts throughout the southeast and California exceeding over $174M in revenue!***

Since our beginning in 2012, SDR has experienced rapid, sustainable growth. Following a catastrophic 2014 ice storm in South Carolina, **SDR processed over 2,000,000 CY of debris valued at over $48 million**. Of that amount, we were the Prime Contractor for nearly 75 percent of the work. Hurricane Matthew provided opportunities for SDR to manage 19 separate contracts throughout North Carolina, Georgia, and South Carolina with a **combined debris total of over 1,000,000 CY**. Following Hurricanes Irma and Florence in 2018-2019, SDR handled **nearly 1,845,000 CY of debris.** Simultaneously, we also successfully undertook a beach debris removal and berm restoration project in Florida valued at over $7.5 million and completed debris clearing as a result of the catastrophic California wildfires that has continued ongoing.

Hurricane Dorian made landfall in North Carolina and produced devastating storm surge in 2019, SDR operated 7 TDMS locations and reduced debris by grinding, air curtain incineration, and compaction for the total $7.5 million value and 316,890 CY.

In 2020, a Derecho hit much of central and eastern Iowa with straight line winds over 100 mph, SDR was selected by the City of Marion for their debris collection and disposal efforts. SDR has collected 730,000 cubic yards of debris for this FEMA Public Assistance (PA) funded project.

***All our projects have been completed safely and prior to established deadlines.***



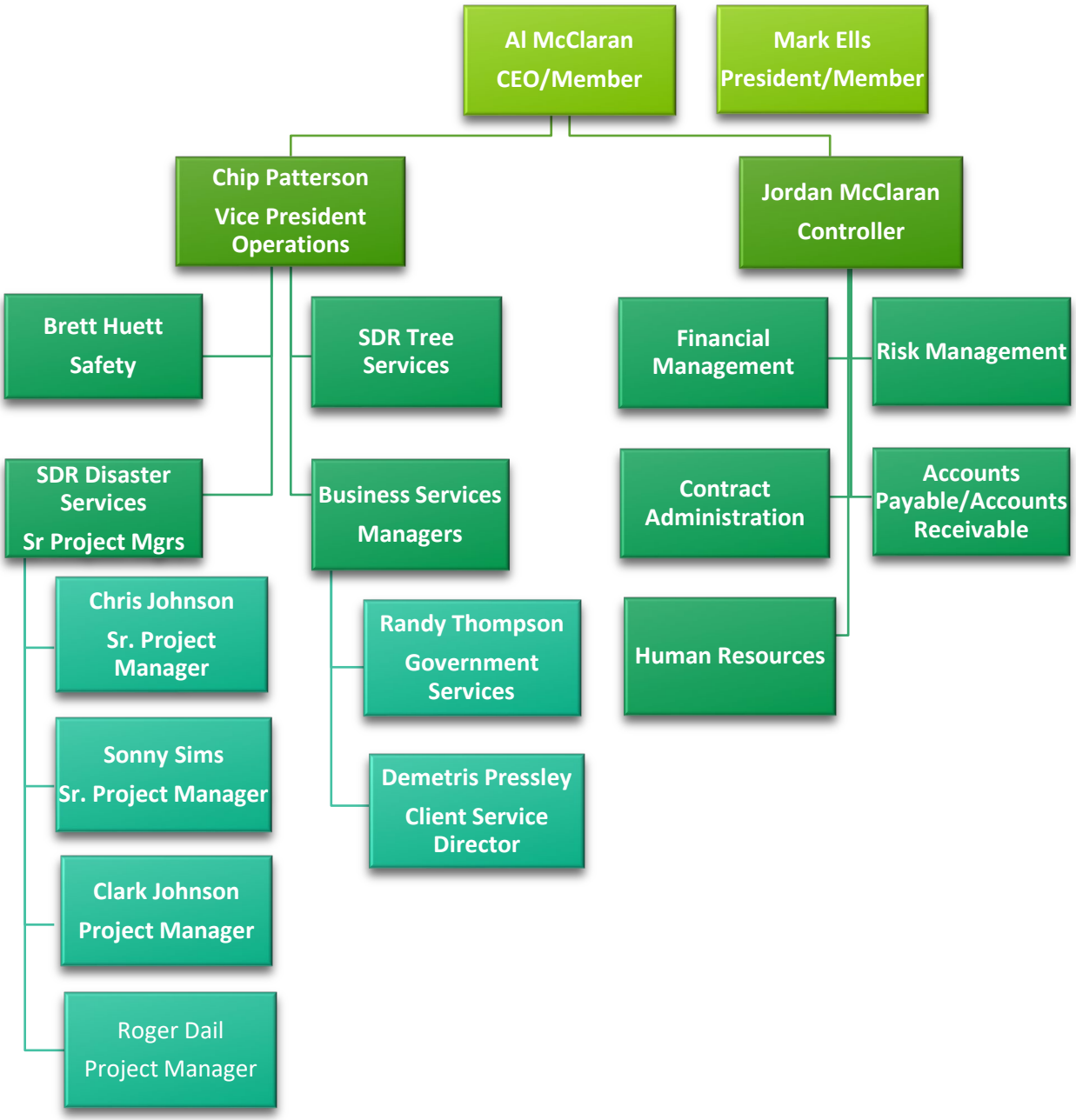




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Southern Disaster Recovery

# SDR CORPORATE ORGANIZATION STRUCTURE



Southern Disaster Recovery

# KEY PERSONNEL FOR CITY OF PEMBROKE PINES, FL

**Al McClaran – Member – Chief Executive Officer**
Mr. McClaran is responsible for the day-to-day operations of Southern Disaster Recovery (SDR). He is knowledgeable in all aspects of FEMA criteria for debris recovery operations and has completed numerous courses with FEMA's Emergency Management Institute Independent Study Program. He works closely with Emergency Management and other government agencies both before and after disaster events. Prior to an event, he helps with readiness planning and preparation, including developing debris management plans and training government personnel in debris recovery operations. After disaster strikes, Mr. McClaran coordinates all aspects of the recovery and the documentation process to assure that the applicant receives the funding to which they are entitled. He has overseen debris removal projects following hurricanes, tornados, floods, wildfires, and winter storm disasters.

**Chip Patterson – VP of Operations & Operations Manager**
Robert "Chip" Patterson has over 30 years of experience in disaster management. Chip's career includes service as Chief of Operations in State Emergency Operations Centers in two states (North Carolina and Florida if the bid is either in NC or FL); organizing and leading disaster resources to support some of the largest natural disasters in the nation during the 90's. Chip also served as a local government appointed official for over 10 years where he was responsible for leading disaster operations and administering a number of grant programs including FEMA's Public Assistance Grant Program. His work in leading the nation's first local government to be accredited in emergency management and leading Incident Management Teams to support disaster operations in Hurricane Katrina and Hurricane Wilma. He has been leading disaster debris removal operations for the past 15 years and is responsible for SDR's disaster response and recovery operations.

**Demetris Pressley –Client Service director**
Demetris Pressley, SDR Senior Client Service, has over 18 years of experience in leading public works daily and disaster operations in Florida. His work has included strategic planning, project management, contract administration, budget and finance, staff development and regulatory compliance. Demetrius supports our clients with their disaster debris management readiness (plans, procedures, training or exercises) as well as immediate disaster debris clearance operations.

**Sonny Sims – Senior Project Manager**
Sonny Sims, SDR's Senior Project Manager, an experienced and Disaster Debris Removal Project Manager who is consistent in delivering client satisfaction in our safe practices, quality control and pace of work. Mr. Sims is an ISA certified Arborist, and has completed over 89 disaster debris removal projects over 30 years.

**Brett Huet – Safety Manager**
Brett Huet's career, which began as a fire fighter/sawman and spans nearly two decades, has progressed to his current position with SDR as Safety Manager. Mr. Huet has many years of field experience

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performing various duties in debris clean up and management as well as inspection and oversight of hazardous tree removal operations. The skills he's developed in operations management and strategic development serve the SDR staff and the entities with which SDR is employed by providing comprehensive safety training and oversight. Mr. Huet's extensive knowledge and understanding of safety protocols in the disaster recovery and response industry makes him a significant member of our team.

**Jordan McClaran – Controller**

Mr. Jordan McClaran manages accounts payable and provide weekly progress payment reports to subcontractors ensuring on-time progress payments. Attentive to detail and committed to accuracy, ensuring SDR clients are served with integrity and efficiency. Oversees an office staff who supplement his skills, further extending the overall precision with which disaster response and recovery project records are maintained. The administrative operations of SDR often receive high praise from the clients served, stating records are correct, often requiring little review or oversight.

| Name | Title | Phone | Email address |
|---|---|---|---|
| Al McClaran | Owner/Chief Executive Officer | 864-591-7797 | al@southerndr.com |
| Jordan McClaran | Controller/Data Tracking | 864-469-7797 | jordan@southerndr.com |
| Chip Patterson | VP of Operations<br>Operations Manager | 904-334-9690 | chip@southerndr.com |
| Demetris Pressley | Client Services | 386-479-2298 | demetris@southerndr.com |
| Sonny Sims | Senior Project Manager | 864-901-0283 | sonny@southerndr.com |
| Brett Huet | Safety Manager | 619-213-4431 | bhuet@southerndr.com |



# Chip Patterson
## Vice President of Operations

### PROFILE

- Has 30+ years of experience in Disaster Management.
- Implementing strategies and operations for disaster recovery services.
- Served in a mayoral appointed position for 10 years as the City of Jacksonville, Florida's Director for Emergency Management.
- State of Florida EOC Director.
- Chief of Operations for the North Carolina Division of Emergency Management.
- Service as a Radiological Emergency Preparedness Planner in North Carolina and 6 years in the United States Navy nuclear propulsion program.

### CONTACT

**PHONE:**
904-334-9690

**ADDRESS:**
109 White Oak Rd. Greenville, SC 29609

**EMAIL:**
chip@southerndr.com

## EDUCATION

**University of the State of New York**
*Bachelor of Science in Sociology, 1989*

**Jacksonville University**
*Master's in Business Administration, 2002*

**Associations**

Adjunct Instructor, University of NC/College of Public Health, *200-Present*
Adjunct Instructor, Flagler College/Public Administration *2006 - 2017*
US Navy Postgraduate School, Center for Homeland Security and Defense
Mobile Executive Seminars *2006 - 2019*
Florida Emergency Preparedness Association
Florida's Emergency Manager of the Year, *2005*
Board Member, Greater Jacksonville Agricultural Fair
National Hurricane Conference, Response Committee *2006-Present*

## WORK EXPERIENCE

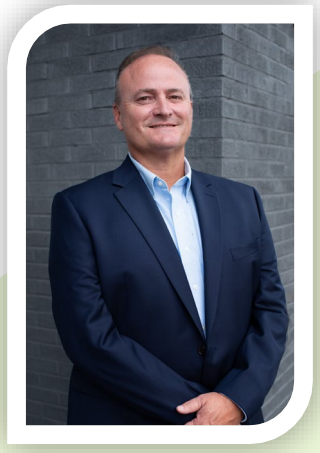
**Southern Disaster Recovery, LLC / VP of Operations**
*February 2018 – Present*
Responsible for fulfilling all contractual requirements in disaster response and recovery consistent with FEMA Public Assistance Program and Policy Guide and associated policy documents.

**J. B. Coxwell Contracting, INC / Director of Disaster Services**
*July 2006 to February 2018*
Emergency management and homeland security business development and service delivery for a 300-person civil construction firm providing services in all phases of emergency management. Public Assistance activities included debris clearance and removal in eighteen (18) jurisdictions.

**Emergency Preparedness Division Chief**
**Duval County Emergency Preparedness Director**
*January 1996 to July 2006*
Responsible for a comprehensive emergency management program that included plans and procedures development; public education; disaster response and recovery management; facilities management; program development and marketing; personnel development; press availabilities; and, interacting with elected officials in a jurisdiction of 840 square miles with a population of over 800,000. Incident Management Team Lead in Harrison County, MS for Hurricane Katrina; IMT Lead in Lee County, FL in Hurricane Wilma. Oversight of disaster recovery programs for ten Presidential declared disasters; Managed disaster response and administered FEMA Public Assistance and Hazard Mitigation programs.

**Florida Division of Emergency Management**
**Response Services Administrator**
*June 1993 to December 1995*
Managed State of Florida delivery of disaster resources (equipment, personnel and programs). Non-disaster related activities included development and maintenance of the State's Comprehensive Emergency Management Plan, Radiological Emergency Preparedness Program and management of seven field offices. Disaster-related opportunities included managing the State Emergency Operations Center. Oversight during six Presidential declared disasters.

**North Carolina Division of Emergency Management / Chief of Operations**
*March 1989 to June 1993*
Managed State of North Carolina disaster resources delivery.
Managed the 24/7 State Warning Point. Planner for Radiological Emergency Preparedness.



# John (Sonny) Sims
## Operations Manager

### PROFILE

- an experienced and Disaster Debris Removal Project Operations Manager who brings forth valuable experience in the industry with exceptional safety and client satisfaction.
- An ISA certified Arborist, and has completed over 89 disaster debris removal projects over 30 years.
- Adept at managing multiple projects at once with leadership, procedures, and safety quality.

### CONTACT

**PHONE:**
864-901-0283

**ADDRESS:**
308 Edens Ridge Dr. Six Mile, SC 29682

**EMAIL:**
sonny@southerndr.com

## EDUCATION

- *Ornamental Horticulture Degree, 1992*

### Certifications

- *IS- 00632.a Introduction to Debris Operations*
- *IS-00633 Debris Management Plan Development*
- *IS-00100.PWc Introduction to Incident Command System,*
- *ICS-100*
- *IS-00253.a Overview of FEMA Environmental and Historic Preservation Review Responsibilities*
- *HAZWOPER 40 HR*
- *ISA Board Certified Arborist*
- *Landfills and Land Application Sites 2020*
- *AT-TC3TS010-15-T1 - Maintenance of Traffic for Supervisors*

## WORK EXPERIENCE

### Southern Disaster Recovery, LLC

*Operations Manager, 2014 – Present*

- Successfully led all daily operational aspects.
- Managed and evaluated workflow and productivity, making changes where necessary.
- Developed and implemented performance standards and procedural changes to drive productivity and quality.

### Disaster Events Worked:

- 2020 SC Tornado- Hampton Co, SC
- 2020 SC Tornado-SCDOT Barnwell Co, SC
- 2020 SC Tornado-SCDOT Oconee Co, SC
- 2020 Spartanburg Tornado- Spartanburg, SC
- 2009 Ice Storm Dunklin County, Missouri
- 2018 Hurricane Florence- New Bern, NC
- 2017 Hurricane Irma- City of Miami & City of Deltona, Florida
- 2016 Hurricane Matthew- Marion County & Lumberton Co, NC
- 2014 Ice Storm Barnwell County, SCDOT, South Carolina

### Previous Experience

- 2008 Hurricane Ike- Liberty Co, San Jacinto, and Huntsville, TX
- 2005 Hurricane Wilma- Coral Gables, Lauderdale by the Sea, City of Miami, University of Miami, Miramar, and Margate, FL
- 2005 Hurricane Rita- Islamorada, Florida
- 2005 LDOT Boregard, Allan, Jefferson Davis Parish, Louisiana
- 2005 Hurricane Katrina- Coral Gables, City of Miami, University of Miami, Islamorada,
- Marathon and Dade County, Florida
- 2005 Hurricane Katrina- Gulf Breeze, Escambia Co, Florida, Mobile Alabama
- 2004 Hurricane Francis and Charlie- Winter Park, Winter Springs, and Marion County, Florida
- 2003 Hurricane Isabel- Richmond, Chesterfield Co, and Henrico County, Virginia
- 2002 Ice Storm Raleigh, North Carolina



# Demetris Pressley
## Client Service Director

### PROFILE

- Nearly 20 years of professional experience as the Environmental Compliance Coordinator for Engineering, Public Works and Utilities.
- Leading, planning, and organizing the PW operation and maintenance.
- Responsible for all contract and project management duties for all roadway and flood control infrastructure capital projects, and all grant funded projects and maintenance contracts
- Continuous review and evaluation of the efficiency and effectiveness of various methods, equipment and strategies used for service delivery to the public.

### CONTACT

**PHONE:**
386-479-2298

**ADDRESS:**
390 North Orange Avenue, Suite 2300
Orlando, FL, US 32801

**EMAIL:**
demetris@southerndr.com

## EDUCATION

**Daytona State College, Daytona Beach, FL**
*Public Relations & Marketing, 2011*
**Indian River State College, Fort Pierce, FL**
*American Public Works Association - Public Works Leadership Institute 2011*
**Professional Associations & Events:**
*APWA, ICMA, FGBC, FSA, Blue Spring Group, West Volusia Leadership 2014, FEMA Emergency Management Group, FEPA.*

- *2004 FL Hurricane Charlie DeLand FL & Jacksonville, FL*
- *2009 FL Tornado – DeLand, FL*
- *2016 FL Hurricane Matthew DeLand, FL*
- *2017 FL Hurricane Irma DeLand, FL*
- *2019 FL Hurricane Dorian DeLand, FL*
- *2020 FL Tornado – DeLand FL*

*ISC – 100, 200, 300, 400; NIMS 700 & 800*

## WORK EXPERIENCE

**Southern Disaster Recovery, LLC / Senior Director**
*Senior Director, 2021 - present*
SDR Client Service Director, has over 18 years of experience in leading public works daily and disaster operations. His work has included strategic planning, project management, contract administration, budget and finance, staff development and regulatory compliance. Demetrius supports our clients with their disaster debris management readiness (plans, procedures, training or exercises) as well as immediate disaster debris clearance operations.

**CITY OF DELAND, DELAND, FL**
*Public Works & Deputy Public Services Director, Since April 2015*
Management, supervisory and logistical responsibility for 65 (+/-) full-time employees (professional, administrative, technical, general labor, contract labor, etc.), 2 Department of Corrections work squads and multiple multi-year maintenance contracts/contractors for state roadway assets within the City.

*Deputy Public Works Director, August 2013 – March 2015*
Manages, supervisory and logistical responsibility for 45 (+/-) full-time employees (professional, administrative, technical, general labor, contract labor, etc.), 2 Department of Corrections work squads and multiple multi-year maintenance contracts/contractors for state roadway assets within the City

*Environmental Compliance Coordinator / Engineering Inspector*
*March 2005 – July 2013*
Responsible for all NPDES compliance inspections, maintenance plan development and permit compliance monitoring and reporting to state agencies (FDEP).



# Al McClaran
## CEO / Member

### PROFILE

- Focuses on integrity, honesty, efficiency, and the safe completion of any endeavors SDR undertakes Implementing strategies and operations for disaster recovery services.
- Oversaw the debris recovery and management of 15 projects because of Hurricane Irma and 19 projects from Hurricane Matthew.
- Provided the most economical and environmentally safe ways to manage debris to the complete satisfaction of the entity to which SDR is contracted.

### CONTACT


864-561-7797

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Greenville, SC 29609

al@southerndr.com


### CERTIFICATIONS

*Over 40 FEMA Certifications*
Mr. McClaran is thoroughly knowledgeable of all aspects of FEMA criteria for debris recovery operations.

## EDUCATION

**Bob Jones University, Greenville, SC**
*Master of Arts, 1983*
**Bob Jones University, Greenville, SC**
*Bachelor of Arts, 1980*

## WORK EXPERIENCE

**Southern Disaster Recovery, LLC**
**CEO & Member,** *2012 – Present*

- Responsible for the day-to-day operations of Southern Disaster Recovery.
- Works closely with Emergency Management and other government agencies both before and after disaster events
- Manages up to 30 debris hauling and cutting subcontractors during disaster events.
- Helps with readiness planning and preparation. This includes working on debris management plans and training government personnel in debris recovery operations.
- Coordinates all aspects of the recovery and the documentation process to assure that the applicant receives the funding to which it is entitled.

Disaster Events Worked:

- 2017 Hurricane Irma – 15 contracts in Florida and Georgia
- 2016 Hurricane Matthew – 19 contracts in NC, SC and GA
- 2015 Butte Wildfires – San Andreas, California.
- 2015 Flooding Event – South Carolina Department of Transportation.
- 2014 Winter Storm Pax – South Carolina Counties: Aiken,
- Barnwell, Allendale, Williamsburg.

**DTS – Greer, SC**
**Senior Project Manager,** *2009 - 2012*

- Oversaw debris removal operations
- Worked closely with Emergency Management and other government agencies both before and after disaster events

Disaster Events Worked:

- 2012 Hurricane Isaac –St. John the Baptist Parish, Louisiana
- 2011 Winter Storm Alfred – Connecticut: Fifteen Townships of Western Connecticut
- 2011 Hurricane Irene – North Carolina Counties: Edgecombe, Wayne, and Halifax
- 2011 Tornado - Rabun County, Georgia

**Brett Huet, Safety Manager** 619-213-4431
19386 SW Laurelhurst Way Bend, OR 97702 brett@southerndr.com

**Experience**

**Southern Disaster Recovery, LLC – Greenville, SC / Safety Manager** 10/2018 – Present

- Conducts on-site field visits with SDR field workers and safety team
- Conducts and coordinates within operations team worker training in safety regulations, hazardous conditions, and company policies
- Monitors the safe operations of vegetation management practices, company vehicles, and equipment
- Assists with safety training events, CPR/First Aid instruction, defensive driving instruction, and other safety-related training
- Assists with safety onboarding of new field employees
- Assists with incident investigations and analyses
- Assists leadership teams with training initiatives
- Assists in authoring written weekly and monthly safety documents
- Participates on safety conference calls within operating divisions/areas of coverage
- Attends safety related meetings and conference calls sponsored by our customers
- Responsible for managing SDR safety team
- Assists with equipment ordering
- Manages herbicide spraying in California

**BKW Inc. – Pensacola, FL / Safety Supervisor; Tree Specialist** 2/2016 – 10/2018

- Trained/supervised climbing and felling crews for PG&E FEMA/CEMA Tree Mortality contract
- Supervised felling operations on hazard tree removal for the Santa Rosa Tubbs Fire
- Ensured employees adhered to ANZI Z133 and OSHA 1910
- Managed hiring and training of project personnel
- Acted as a liaison between 1st tier contractors and 2nd tier subcontractors
- Coordinated placement of crews with work orders
- Conducted daily safety meetings and training presentations
- Oversaw daily safety meetings and documented site visits

**T2 Storm – Angels Camp, CA / Lead Arborist; Recruiter** 8/2015 – 12/2015

- Removed hazard trees along PG&E power lines in response to the Butte Fire in San Andreas, Ca
- Coordinated crews in appropriate spans to match skill sets
- Trained all sawmen and climbers in safe work practices
- Acted as the lead sawman in removing hazard trees left by other contracted felling crews
- Recruited sawmen and climbers

**Parks & Recreation Department – Carlsbad, CA / Inspector** 7/2014 – 7/2015

- Performed contract administration, inspection, and scheduling of tree care contractors
- Supervised all tree trimming and hazard tree removal operations
- Used ArcGIS software, GPS and asset management software to collect and maintain information on species type, tree size, health, location, and maintenance records for public trees
- Oversaw and inspected contractors on capital improvement projects
- Inspected installation of trees and vegetation at new community parks
- Scheduled forestry contractors to work in open space and urban forests
- Managed landscape contractors
- Oversaw general maintenance of downtown sidewalks, streets, and historic parks
- Updated and managed tree inventory database and creating pruning schedules
- Ensured ADA compliance in downtown right of way
- Supervised trail maintenance
- Conducted routine inspections of public facilities, parks, trails, and landscaping

Southern Disaster Recovery

- Conducted routine inspections of landscape and hardscape improvements
- Ensured quality control of materials and methods used by contractors
- Maintained thorough and accurate records of inspection work
- Evaluated health and safety of city trees and landscapes
- Supervised and coordinated tree planting, trimming, weed abatement, and tree removal operations
- Inspected irrigation water use for parks, community centers, schools, medians, and trails
- Managed the city's budget for tree care, landscape maintenance, and weed abatement

**Nature's Images Inc. – Lake Forest, CA / Crew Chief; Strategic Development** 11/2013 – 6/2014

- Managed crews on habitat restoration and forestry projects
- Supervised all tree removal projects
- Reported daily production updates to the Project Manager
- Managed multiple projects concurrently
- Ensured tasks were done efficiently and economically
- Ensured crews performed tasks safely and with the required PPE
- Ensured work was completed as per the project's specifications
- Maintained communications with project Inspectors and Superintendents
- Verified field materials were properly checked-in and received
- Distributed required office documents to field foreman and crews
- Oversaw equipment operations and maintenance procedures
- Supervised equipment operators and ground spotters for proper safety
- Generated production estimates on proposals and production rates while in operation
- Developed business opportunities in fuels reduction and large-scale hazard tree removal projects

**H&S Forestry – Ridgway, CO / Operations Manager** 5/2005 – 11/2011

- Specialized in hazard tree removal
- Lead sawman and climber
- Acted as a liaison between HOA's and private landowners and state and federal agencies
- Assisted stakeholders secure funding strategies to promote fuels modification projects
- Conducted site analysis and project layout for fire mitigation projects
- Participated in public education outreach for landscape scale defensible space
- Participated in revegetation projects on fire-scarred areas for wildlife and erosion purposes
- Oversaw maintenance and upkeep of landscaping projects
- Oversaw maintenance of chippers, trucks, dump trucks, skid steers, and chainsaws
- Conducted safety meetings before and after work events
- Performed duties as a fire mitigation specialist for the Log Hill Fire District
- Established short- and long-term forestry management goals
- Supervised full time employees during daily operations
- Tracked and managed budgets for all projects and equipment
- Coordinated with state and local forestry representatives on forestry projects
- Lead tours through forestry projects as examples of proper fuel reduction methods

**United States Forest Service / Bureau of Land Management**

**Montrose Interagency Fire Unit – Montrose, CO / Fire Fighter; Fuels Technician** 5/2001 – 11/2006

- Performed duties as a fire fighter and fuels technician
- Acted as lead sawman
- Oversaw crew safety during wildfire suppression operations
- Performed duties as an ignition specialist on prescribed burns and crew boss on fuels projects
- Detailed with the San Juan Type 1 Hotshots
- Detailed with the Laramie Range crew for the Space Shuttle Columbia Recovery
- Coordinated with BLM Hydrologist on rehab efforts during post fire work
- Supervised fuels crew members on large-scale fuels reduction projects



# Jordan McClaran
## Controller

### PROFILE

- Attentive to detail and committed to accuracy, ensuring SDR clients are served with integrity and efficiency.
- Oversees an office staff who supplement his skills, further extending the overall precision with which disaster response and recovery project records are maintained.
- The administrative operations of SDR often receive high praise from the clients served, stating records are correct, often requiring little review or oversight.

### CONTACT

**PHONE:**
864-469-9776

**ADDRESS:**
109 White Oak Rd.
Greenville, SC 29609

**EMAIL:**
jordan@southerndr.com

### CERTIFICATIONS

Certified Public Accountant State of SC

## EDUCATION

**Clemson University, Clemson, SC**
*Master of Professional Accountancy, August 2013*

**Bob Jones University, Greenville, SC**
*B.S., Accounting, May 2012*

## WORK EXPERIENCE

**Southern Disaster Recovery, LLC**
*Controller, 2014 – Present*

- Review and reconcile company accounts with annual revenues of $50 million.
- Communicate with clients and coordinate FEMA documentation on projects exceeding $20M.
- Manage accounts payable and provide weekly progress payment reports to subcontractors ensuring on-time progress payments.
- Oversee and facilitate SDR's procurement and contracting process.

**Cherry Bekaert, LLP - Greenville, SC**
*Audit Staff, 2013 - 2014*

- Participated in all aspects of audits and reviews for both public and private companies ranging from $200K to $750M in revenues.
- Served clients in manufacturing, distribution, banking, real estate, not-for-profit, and governmental industries.
- Managed communication with clients to determine timing of procedures as well as to ensure audit procedures would be completed based on planned timing.
- Performed walkthroughs of companies' internal control processes to identify areas of risk.
- Recommended internal control processes to mitigate identified risks.
- Researched accounting guidance on complex accounting issues
- Performed work in high-risk audit areas including revenues, inventory, and accrued liabilities.
- Drafted financial statements and communicated with managers and clients regarding financial statement edits.

**Cherry Bekaert, LLP - Greenville, SC**
*Audit Intern, 2012*

- Aided in the audits of clients in multiple industries including banking, government, and not-for-profit.
- Performed audit procedures for: Cash, PP&E, Accounts Payable, Accrued Expenses, and Single Audit
- Assisted in tax return preparation.

Southern Disaster Recovery



# TRAINING AND CERTIFICATIONS HELD BY MANAGEMENT TEAM

**Al McClaran (CEO)**

| | |
|---|---|
| IS-1 | Emergency Manager: An Orientation to the Position |
| IS-5.a | An Introduction to Hazardous Materials |
| IS-7 | A Citizen's Guide to Disaster Assistance |
| IS-10.a | Animals in Disaster: Awareness and Preparedness |
| IS-15.b | Special Events Contingency Planning for Public Safety Agencies |
| IS-22 | Are You Ready? An In-depth Guide to Citizen Preparedness |
| IS-26 | Guide to Points of Distribution |
| IS-33.12 | FEMA Initial Ethics Orientation |
| IS-35.12 | FEMA Safety Orientation |
| IS-55 | Household hazardous Materials-A Guide for Citizens |
| IS-100.a | Introduction to Incident Command |
| IS-100.Pwb | Introduction to the Incident Command System for Public Works |
| IS-208.a | State Disaster Management |
| IS-230.a | Fundamentals of Emergency Management |
| IS-235.b | Emergency Planning |
| IS-240 | Leadership and Influence |
| IS-241.a | Decision Making and Problem Solving |
| IS-242.a | Effective Communication |
| IS-253 | Coordinating Environmental and Historic Preservation Compliance |
| IS-271 | Anticipating Hazardous Weather and Community Risk |
| IS-293 | Mission Assignment |
| IS-324 | Community Hurricane Preparedness |
| IS-340 | Hazardous Materials Prevention |
| IS-403 | Introduction to Individual Assistance |
| IS-630 | Introduction to the Public Assistance Process |
| IS-632 | Introduction to Debris Operations |
| IS-634 | Introduction to FEMA's Public Assistance |
| IS-650.a | Building Partnerships with Tribal Governments |
| IS-700.a | National Incident Management System (NIMS), An Introduction |
| IS-800.b | National Response Framework, An Introduction |
| IS-801 | Emergency Support Functions (ESF) #1- Transportation |
| IS-802 | ESF #2 – Communications |
| IS-803 | ESF #3 – Public Works and Engineering |
| IS-804 | ESF #4 – Firefighting |
| IS-805 | ESF #5 – Emergency Management |
| IS-806 | ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services |
| IS-807 | ESF #7 – Logistics Management and Resource Support Annex |
| IS-808 | ESF #8 – Public Health and Medical Services |
| IS-809 | ESF #9 – Search and Rescue |
| IS-810 | ESF #10 – Oil and Hazardous Materials Response Annex |
| IS-811 | ESF #11 – Agriculture and Natural Resources Annex |
| IS-812 | ESF #12 – Energy |
| IS-813 | ESF #13 – Public Safety and Security Annex |



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Southern Disaster Recovery

## TRAINING AND CERTIFICATIONS HELD BY MANAGEMENT TEAM

| | |
|---|---|
| IS-814 | ESF #14 – Long Term Community Recovery |
| IS-820 | Introduction to NRF Support Annexes |
| EM16 | Debris Management (G202 12.0 Credit Hours) |

**Randy Thompson (Government Affairs)**

| | |
|---|---|
| NC-1002.2 | NCEMA Spring Conference |
| IS-00394.A | Protecting Your Home or Small Business from Disaster |
| IS-00453 | Introduction to Homeland Security Planning |
| IS-00230.c | Fundamentals of Emergency Management |
| G-146 | HSEEP - Homeland Security Exercise and Evaluation Program |
| IS-00548 | Continuity of Operations (COOP) Manager |
| IS-00026 | Guide to Points of Distribution |
| G-386 | Mass Fatalities Incident Response |
| G191 | ICS/EOC Interface |
| G-271 | Hazardous Weather and Flooding Preparedness |
| G-400 | ICS-400 - Advanced Incident Command System Command and General Staff – Complex Incidents |
| G-300 | ICS-300 - Intermediate Incident Command System for Expanding Incidents |
| NC771 | Brunswick WMD Training Exc |
| G-400 | ICS-400 - Advanced Incident Command System Command and General Staff – Complex Incidents |
| NC815.1 | Incident Command System 200 TTT |
| NC714 | WMD Radiological/Nuclear Awareness TTT |
| NC290 | Basic Public Information Officers (PIO) |
| NC-999.3 | Damage Assessment |
| G-288 | Local Volunteer and Donations Management |
| NC654 | Capstone Seminar |
| G280 | Public Policy in Emergency Mgmt |
| G244 | Developing Volunteer Resources |
| G652 | Managing the Search Operation |
| G241.1 | Basic Skills/Decision Making & Problem |
| G240.1 | Basic Skills/Leadership & Influence |
| G-385 | Disaster Response and Recovery Operations |
| G320 | Fundamental Course for Radiological Monitor |
| G330 | Refresher Course for Radiological Monitors |
| NC-601 | Public Officials Conference (POC) |
| G326 | Fundamental Course for Rad Response Teams |
| G305.7 | Overview of the Incident Command System |
| NC-601 | Public Officials Conference (POC) |
| G326 | Fundamental Course for Rad Response Teams |
| G652 | Managing the Search Operation |
| G-130 | Exercise Evaluation |
| G120 | Exercise Design Course |
| G242 | Basic Skills/Effective Communications |
| G243 | Basic Skills/Creative Financing |
| NC-999.3a | Damage Assessment |
| G230 | Introduction to Emergency Mgmt |



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Southern Disaster Recovery

## TRAINING AND CERTIFICATIONS HELD BY MANAGEMENT TEAM

| | |
|---|---|
| G-386 | Mass Fatalities Incident Response |
| G346 | Hospital Emergency Dept Mgmt of Rad Accident |
| G652 | Managing the Search Operation |
| G235 | Emergency Planning Course |
| G305.8 | Hazmat Workshop for EMS Providers |
| G605 | Family Preparedness |
| G651 | Managing Emergency Operations |
| G650 | New Coord/sec Workshop |
| G340 | Radiological Monitor Instructor Course |
| G323 | Fundamental Crs for Radiological Officer |
| G801 | Hazmat 1st Responder |
| ASHTO | Maintenance of Traffic for Supervisors |

**Chip Patterson (Vice President of Operations)**

Certified Emergency Manager (CEM) 2012-2017
USACE Contractor Quality Control
OSHA 30-hour Safety
OSHA HAZWOPER
ASHTO - Maintenance of Traffic for Supervisors
ICS – 100, 200, 300, 400
G-449 (FL) – ICS Curricula TtT
NIMS/ICS Instructor
Florida Professional Emergency Management (2001-2006)
IS 700.a- National Incident Management System (NIMS), An Introduction
IS630 - Introduction to the Public Assistance Process
IS631 - Public Assistance I & II
IS632 - Debris Operations in FEMA's PA Program
FEMA Instructor – Emergency Operations Center
FEMA Exercise Design Control Evaluate Certified
FEMA Integrated Emergency Management Course
Navy Postgraduate School Center for Homeland Defense and Security Mobile Executive Training SME 2006-2019
University of North Carolina, Gilling's School of Public Health, Emergency Preparedness Certificate, Adjunct Instructor 2006-present
Flagler College, Public Administration Program, Adjunct Professor, (Emergency Management; Fiscal Administration; Intergovernmental Relations) 2012-2017
North Carolina SERT Emergency Operations Chief; 1990-1993
Florida SERT Comprehensive Emergency Management Plan (CEMP) Administrator; 1993-1995
Florida SERT Emergency Operations Chief; 1993-1995
Florida SERT Hurricane Katrina Incident Management Team Lead (Harrison County, MS)
Florida SERT Hurricane Wilma Incident Management Team Lead (Lee County, FL)
Florida County (Duval) Emergency Management Director; 1996-2006
Florida's Emergency Manager of the Year - 2005
Florida Governor's Hurricane Conference 2018; Lead Trainer; "Evaluating Debris Management and Monitoring RFPs"
National Hurricane Conference; Response Planning Subcommittee; 2008-present;
US Army Emergency Operations Center Training Development Team; 2014-2016



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## TRAINING AND CERTIFICATIONS HELD BY MANAGEMENT TEAM

US Army Emergency Operations Center Training Cadre; 2014-2019
Emergency Management Accreditation Program (EMAP); Standards Subcommittee; 2015-2018

**Brett Huet (Safety Manager)**
ISA Board Certified Master Arborist
ISA Certified Utility Specialist
ISA Municipal Specialist
ISA Tree Risk Assessment Qualification
California Qualified Applicator License
TCIA Certified Tree care Safety Professional
TCIA Aerial Rescue Instructor
TCIA Chainsaw Specialist Instructor
TCIA Tree Climber Specialist Instructor
TCIA Crew Leader Instructor
NATS Chainsaw Operator Technician
NATS Train the Trainer
Qualified Line Clearance Arborist
S-131 Advanced Firefighter
S-211 Portable Pumps and Water Use
S-212 Power Saws
S-215 Fire Operations in the Urban Interface
S-216 Incident Business Management
S-230A Single Resource Boss
S-231 Engine Boss
S-260B Incident Business Management
S-390 Fire Behavior Calculations
IS-00700 National Incident Management System: FEMA
CPR/1st Aid Instructor
OSHA Outreach Approved Instructor

**Chris Johnson (Project Manager)**
IS- 00632.a Introduction to Debris Operations

**John (Sonny) Sims (Senior Project Manager)**
ISA Board Certified Master Arborist
IS -- 00632.a Introduction to Debris Operations
IS – 00633 Debris Management Plan Development
IS – 00100.PWc Introduction to Incident Command System, ICS-100
IS – 00253.a Overview of FEMA Environmental and Historic Preservation Review Responsibilities
Landfills and Land Application Sites 2020
HAZWOPER 40 HR
AT-TC3TS010-15-T1 - Maintenance of Traffic for Supervisors

**Demetris Pressley (Client Service Director)**
Advanced Certified Stormwater Inspector
Diversity: Inclusion in the Modern Workplace Certificate of Completion
Certified the American Public Works Institute



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Southern Disaster Recovery

## TRAINING AND CERTIFICATIONS HELD BY MANAGEMENT TEAM

Disaster Management for water and Wastewater Utilities
Stormwater Operator - Level 2
ICS IAP workshop (4) hours
Construction of Quality Treatments for Preventive Maintenance for FL DOT
Professional Member of ASCE

**Roger Dail (Project Manager)**
ICS 300 - Incident Command System
ICS 400 - Advanced Incident Command System
IS - 700 NIMS
IS – 01009 Conditions of the Public Assistance Grant
IS – 00632.a Introduction to Debris Operations
IS – 00633 Debris Management Plan Development
IS – 01000 Public Assistance Program and Eligibility
IS – 01001 The Public Assistance Delivery Model Orientation
Hazardous Waste Site workers - 40 hours
Hazardous Materials Incidents - 40 hours
Chemistry of Hazardous Materials

**Christopher Johnson (Project Manager)**
IS-000.35.20 FEMA Safety Orientation 2020
IS-00632.a Introduction to Debris Operations
IS-00633 Debris Management Plan Development
IS-00037.20 Managerial Safety and Health

**Jordan McClaran (Controller)**
Debris Management Planning for State, Tribal and Local Officials
IS-00632.a Introduction to Debris Operations
IS-00001.a Emergency Manager: An Orientation to the Position

**Beibei Staton (Administrative Staff)**
IS-00632.a Introduction to Debris Operations
IS-00634 Introduction to FEMA's Public Assistance Program
IS-910 Emergency Management Preparedness Fundamentals
IS-253 Coordinating Environmental and Historic Preservation Compliance



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# Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

**ALVIE MCCLARAN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700.a**
**National Incident Management System (NIMS)**
**An Introduction**

*Issued this 6th Day of December, 2010*

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Southern Disaster Recovery

# Emergency Management Institute

FEMA

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**ALVIE MCCLARAN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00800.b**
**National Response Framework, An Introduction**

*Issued this 15th Day of December, 2010*

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

# Emergency Management Institute

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has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00801**
**Emergency Support Function (ESF) #1**
**Transportation**

*Issued this 11th Day of January, 2011*

0 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

# Emergency Management Institute

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has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00802**
**Emergency Support Function (ESF) #2**
**Communications**

*Issued this 12th Day of January, 2011*

0 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

# Emergency Management Institute

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**IS-00803**
**Emergency Support Function (ESF) #3**
**Public Works and Engineering**

*Issued this 11th Day of January, 2011*

0 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

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**IS-00804**
**Emergency Support Function (ESF) #4**
**Firefighting**

*Issued this 13th Day of January, 2011*

Tony Russell
Superintendent
Emergency Management Institute

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has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00805**
**Emergency Support Function (ESF) #5**
**Emergency Management**

*Issued this 11th Day of January, 2011*

Tony Russell
Superintendent
Emergency Management Institute

0 IACET CEU

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has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00806**
**Emergency Support Function (ESF) #6**
**Mass Care,Emerg. Assistance,Housing,Human Service**

*Issued this 13th Day of January, 2011*

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Superintendent
Emergency Management Institute

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# Emergency Management Institute

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**IS-00807**
**Emergency Support Function (ESF) #7**
**Logistics Management and Resource Support**

*Issued this 14th Day of January, 2011*

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Emergency Management Institute

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**IS-00810**
**Emergency Support Function (ESF) #10**
**Oil and Hazardous Materials Response**

*Issued this 19th Day of January, 2011*

Tony Russell
Superintendent
Emergency Management Institute

0 IACET CEU

# Emergency Management Institute

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**ALVIE MCCLARAN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00811**
**Emergency Support Function (ESF) #11**
**Agriculture and Natural Resources**

*Issued this 12th Day of January, 2011*

Tony Russell
Superintendent
Emergency Management Institute

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# Emergency Management Institute

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**ALVIE MCCLARAN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.PWb**
**Introduction to the Incident Command System**
**(ICS 100) for Public Works**

*Issued this 24th Day of December, 2010*

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

# Emergency Management Institute

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This Certificate of Achievement is to acknowledge that

**ALVIE MCCLARAN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.a**
**Introduction to the Incident Command System,**
**ICS-100**

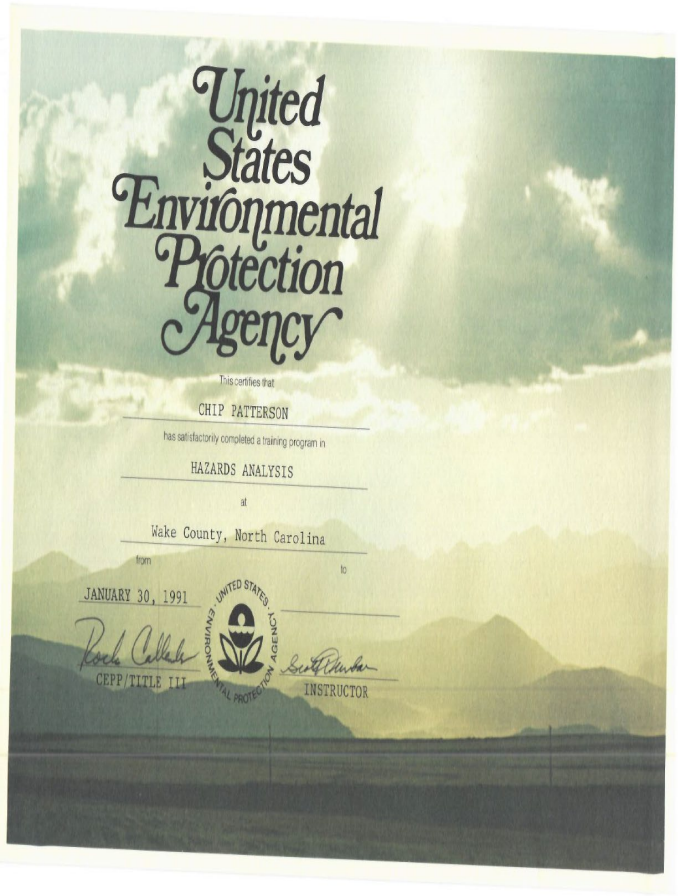
*Issued this 19th Day of April, 2010*

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

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United States Environmental Protection Agency

This certifies that

CHIP PATTERSON

has satisfactorily completed a training program in

HAZARDS ANALYSIS

at

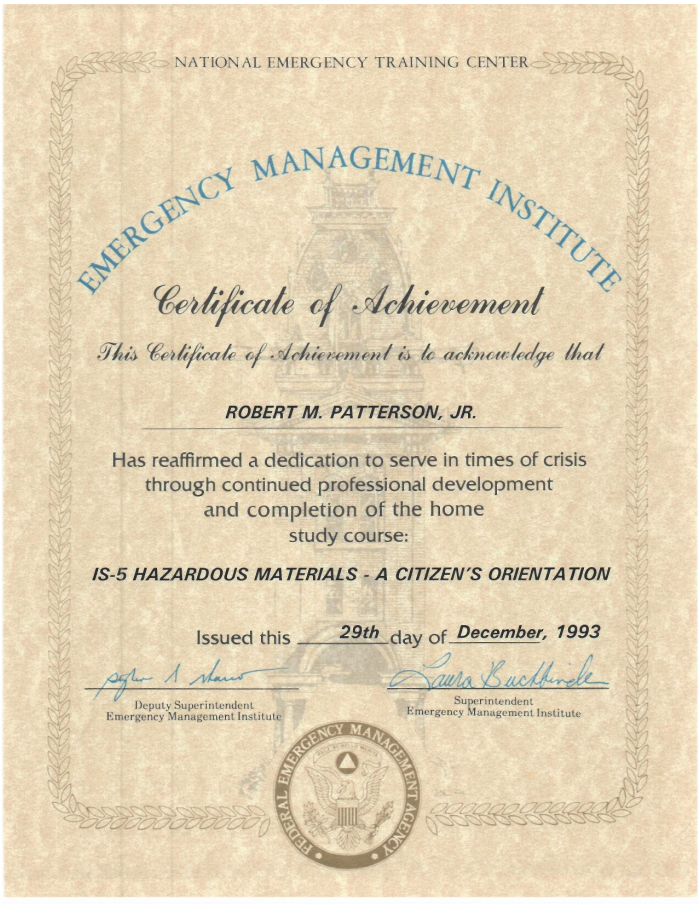
Wake County, North Carolina

from to

JANUARY 30, 1991

CEPP/TITLE III

INSTRUCTOR



NATIONAL EMERGENCY TRAINING CENTER

EMERGENCY MANAGEMENT INSTITUTE

Certificate of Achievement

This Certificate of Achievement is to acknowledge that

ROBERT M. PATTERSON, JR.

Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the home study course:

IS-5 HAZARDOUS MATERIALS - A CITIZEN'S ORIENTATION

Issued this 29th day of December, 1993

Deputy Superintendent
Emergency Management Institute

Superintendent
Emergency Management Institute

FEDERAL EMERGENCY MANAGEMENT AGENCY



32 HRS

Department of Community Affairs

Jeb Bush
Governor

Division of Emergency Management

Certificate of Achievement

Robert M. Patterson, Jr.

HAS SUCCESSFULLY COMPLETED

Exercise Design G120, Controller/Simulator Workshop G609 and Exercise Evaluator Workshop G610

Training Manager

March 25, 1999
Date

Course Manager

Steven M. Seibert, Secretary
Department of Community Affairs

Joseph F. Myers, Director
Division of Emergency Management

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Southern Disaster Recovery



# State Of North Carolina
## Department of Crime Control & Public Safety

This certifies that

ROBERT C. PATTERSON

has attended

The Division of Emergency Management

INCIDENT COMMAND SYSTEM (AWARENESS LEVEL)

on the 19 day of SEPTEMBER, 1991

Joseph W. Dean
Secretary of Crime Control & Public Safety

Joseph F. Myers
Director of Emergency Management



Regional Domestic Security Task Force III

This Certificate is awarded to

Robert Patterson

for successful completion

of I-200 and I-300, Intermediate Incident Command

June 5, 2003
DATE

INSTRUCTOR

*Certificate of Training*

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United States Coast Guard

CERTIFICATE OF COMPLETION

This certifies that

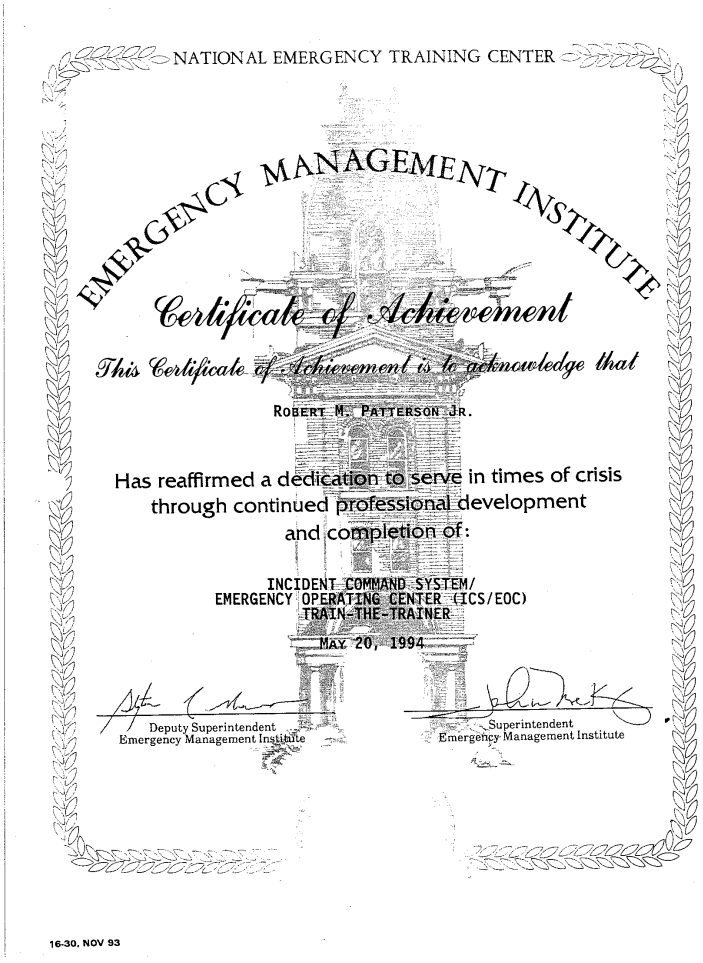
Chip Patterson

Has successfully completed
NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM (NIIMS) INCIDENT COMMAND SYSTEM
ICS–400 Advanced ICS
Direct Access Course Code: 501378

PRESENTED IN
Jacksonville, Florida
December 8, 2004

Incident Command System Instructor

Incident Command System Instructor



NATIONAL EMERGENCY TRAINING CENTER

EMERGENCY MANAGEMENT INSTITUTE

Certificate of Achievement

This Certificate of Achievement is to acknowledge that

ROBERT M. PATTERSON JR.

Has reaffirmed a dedication to serve in times of crisis
through continued professional development
and completion of:

INCIDENT COMMAND SYSTEM/
EMERGENCY OPERATING CENTER (ICS/EOC)
TRAIN-THE-TRAINER

MAY 20, 1994

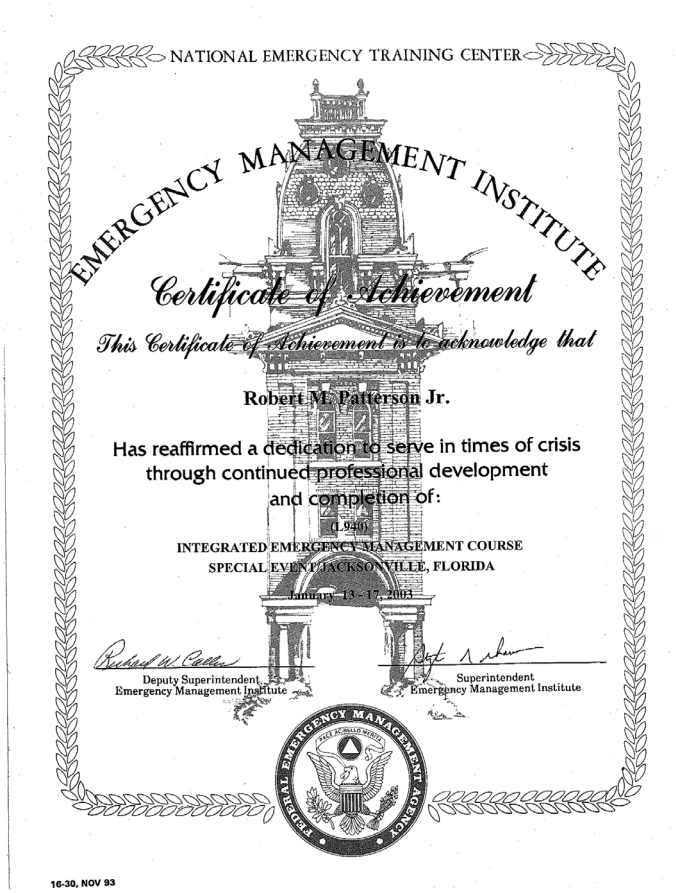
Deputy Superintendent
Emergency Management Institute

Superintendent
Emergency Management Institute

16-30, NOV 93

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NATIONAL EMERGENCY TRAINING CENTER

EMERGENCY MANAGEMENT INSTITUTE

Certificate of Achievement

This Certificate of Achievement is to acknowledge that

Robert M. Patterson Jr.

Has reaffirmed a dedication to serve in times of crisis
through continued professional development
and completion of:

G 940

INTEGRATED EMERGENCY MANAGEMENT COURSE
SPECIAL EVENT JACKSONVILLE, FLORIDA

January 13 - 17, 2003

Deputy Superintendent
Emergency Management Institute

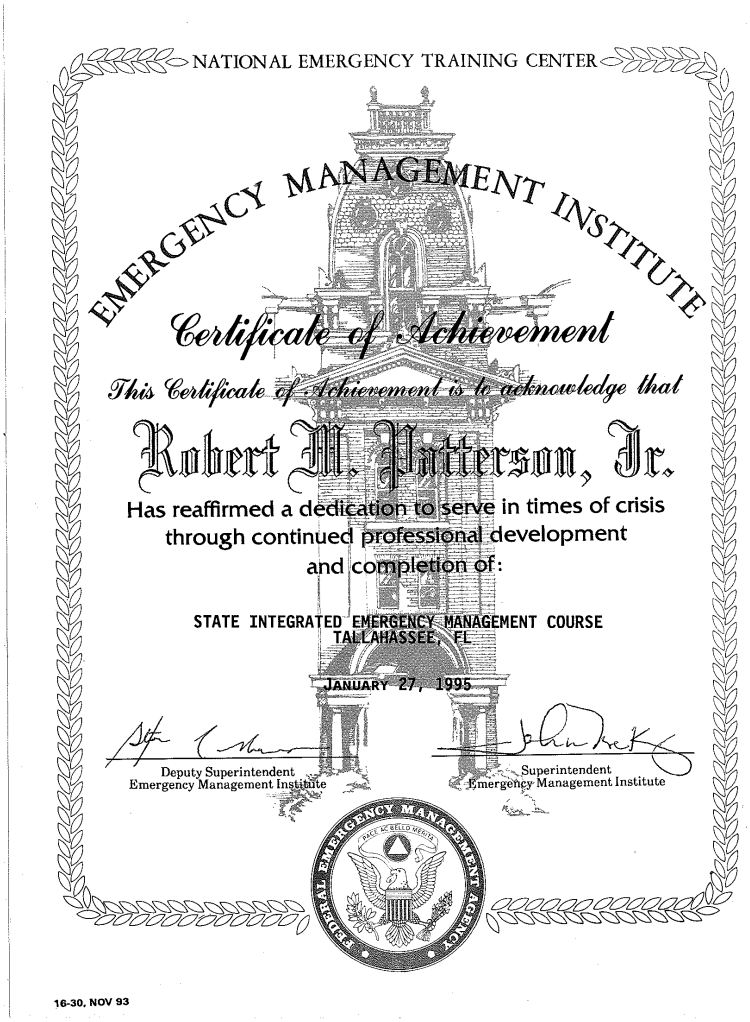
Superintendent
Emergency Management Institute

FEDERAL EMERGENCY MANAGEMENT AGENCY

16-30, NOV 93

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NATIONAL EMERGENCY TRAINING CENTER

EMERGENCY MANAGEMENT INSTITUTE

*Certificate of Achievement*

*This Certificate of Achievement is to acknowledge that*

Robert M. Patterson, Jr.

Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of:

STATE INTEGRATED EMERGENCY MANAGEMENT COURSE
TALLAHASSEE, FL

JANUARY 27, 1995

Deputy Superintendent
Emergency Management Institute

Superintendent
Emergency Management Institute

FEDERAL EMERGENCY MANAGEMENT AGENCY

16-30, NOV 93

# FEMA

**This Certificate of Achievement is to acknowledge that**

**ROBERT M. PATTERSON, JR.**

**has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:**

**IS-00700**
**National Incident Management System**
**(NIMS) an Introduction**

*Issued this 19th Day of July, 2005*

**Stephen G. Sharro**
*Director, Training Division*

0.3 CEU

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# SOUTHERN DISASTER RECOVERY, LLC

## FINANCIAL STATEMENTS

***As of and for the Years Ended December 31, 2019 and 2018***

***And Independent Accountant's Review Report***

Cherry Bekaert LLP
CPAs & Advisors

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**SOUTHERN DISASTER RECOVERY, LLC**

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Cherry Bekaert LLP
CPAs & Advisors

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## Independent Accountant's Review Report

To the Members
Southern Disaster Recovery, LLC
Simpsonville, South Carolina

We have reviewed the accompanying financial statements of Southern Disaster Recovery, LLC (the "Company"), which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of comprehensive income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

### Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Cherry Bekaert LLP

Greenville, South Carolina
April 30, 2020

Confidential

**SOUTHERN DISASTER RECOVERY, LLC**
BALANCE SHEETS

*DECEMBER 31, 2019 AND 2018*
*(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)*

| | 2019 | 2018 |
|---|---|---|
| **ASSETS** | | |
| Current Assets: | | |
| Cash | $ 2,482,414 | $ 643,310 |
| Accounts receivable | 11,179,893 | 6,478,498 |
| Unbilled revenue | 47,831 | - |
| Prepaid expenses | 127,081 | 84,238 |
| Employee receivables | 1,714 | 10,446 |
| Other assets | 4,400 | 10,759 |
| Contract asset | 964,182 | 52,500 |
| Total Current Assets | 14,807,515 | 7,279,751 |
| Long-Term Assets: | | |
| Vehicles and equipment, net | 246,651 | 12,083 |
| Total Long-Term Assets | 246,651 | 12,083 |
| **Total Assets** | $ 15,054,166 | $ 7,291,834 |
| **LIABILITIES AND MEMBERS' EQUITY** | | |
| Current Liabilities: | | |
| Accounts payable | $ 4,360,295 | $ 1,614,801 |
| Member payable | 3,161,000 | 2,125,000 |
| Line of credit | - | 500,000 |
| Accrued expenses | 54,331 | 56,382 |
| Total Current Liabilities | 7,575,626 | 4,296,183 |
| Long-Term Liabilities: | | |
| Accrued retirement plan contributions | 362,573 | 330,763 |
| Unfunded pension obligation | 409,077 | 432,396 |
| Total Long-Term Liabilities | 771,650 | 763,159 |
| Total Liabilities | 8,347,276 | 5,059,342 |
| Members' equity | 7,139,713 | 2,768,063 |
| Accumulated other comprehensive loss | (432,823) | (535,571) |
| Total Members' Equity | 6,706,890 | 2,232,492 |
| **Total Liabilities and Members' Equity** | $ 15,054,166 | $ 7,291,834 |

The accompanying notes to the financial statements are an integral part of these statements. 2

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**SOUTHERN DISASTER RECOVERY, LLC**
STATEMENTS OF COMPREHENSIVE INCOME

*YEARS ENDED DECEMBER 31, 2019 AND 2018*
*(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)*

| | 2019 | 2018 |
|---|---|---|
| Revenue | $ 48,272,372 | $ 21,317,959 |
| Costs of Revenue | 36,320,350 | 17,372,264 |
| Gross Profit | 11,952,022 | 3,945,695 |
| General and administrative | 3,302,458 | 1,598,730 |
| Loss on sale of asset | 5,875 | 2,320 |
| Loss on lease termination | - | 41,495 |
| Income from Operations | 8,643,689 | 2,303,150 |
| Other Income (Expense): | | |
| Interest income | - | 1,503 |
| Miscellaneous income | 13,241 | 4,738 |
| Interest expense | (14,865) | (6,832) |
| Other expense | (7,145) | (34) |
| Total Other Expense | (8,769) | (625) |
| Net Income | 8,634,920 | 2,302,525 |
| Other Comprehensive Gain (Loss): | | |
| Change in minimum pension liability | 102,748 | (526,933) |
| Comprehensive Income | $ 8,737,668 | $ 1,775,592 |

The accompanying notes to the financial statements are an integral part of these statements. 3

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**SOUTHERN DISASTER RECOVERY, LLC**

STATEMENTS OF CHANGES IN MEMBERS' EQUITY

*YEARS ENDED DECEMBER 31, 2019 AND 2018*
*(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)*

| | Members' Equity | Accumulated Other Comprehensive Loss | Total Members' Equity |
|---|---|---|---|
| **Balance, January 1, 2018** | $ 3,101,418 | $ (8,638) | $ 3,092,780 |
| Members' contributions | 192,650 | - | 192,650 |
| Members' distributions | (2,828,530) | - | (2,828,530) |
| Net income | 2,302,525 | - | 2,302,525 |
| Other comprehensive loss | - | (526,933) | (526,933) |
| **Balance, December 31, 2018** | 2,768,063 | (535,571) | 2,232,492 |
| Members' contributions | 20,612 | - | 20,612 |
| Members' distributions | (4,283,882) | - | (4,283,882) |
| Net income | 8,634,920 | - | 8,634,920 |
| Other comprehensive gain | - | 102,748 | 102,748 |
| **Balance, December 31, 2019** | $ 7,139,713 | $ (432,823) | $ 6,706,890 |

The accompanying notes to the financial statements are an integral part of these statements. 4

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**SOUTHERN DISASTER RECOVERY, LLC**
STATEMENTS OF CASH FLOWS

*YEARS ENDED DECEMBER 31, 2019 AND 2018*
*(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)*

| | 2019 | 2018 |
|---|---|---|
| **Cash flows from operating activities:** | | |
| Net income | $ 8,634,920 | $ 2,302,525 |
| Adjustments to reconcile net income to net cash from operating activities: | | |
| Depreciation | 22,863 | 96,273 |
| Loss on sale of property and equipment | 5,875 | 2,320 |
| Loss on lease termination | - | 41,495 |
| Changes in assets and liabilities: | | |
| Accounts receivable | (4,701,395) | (387,439) |
| Unbilled revenue | (47,831) | 116,343 |
| Prepaid expenses | (42,843) | 4,511 |
| Employee receivables | 8,732 | (10,446) |
| Other assets | 6,359 | 24,538 |
| Contract asset | (911,682) | 76,501 |
| Funded (unfunded) pension obligation | 79,429 | (14,298) |
| Accounts payable | 2,745,494 | (723,497) |
| Accrued expenses | (2,051) | 50,119 |
| Due to related parties | - | (1,438) |
| Accrued retirement plan contributions | 31,810 | 131,023 |
| Net cash from operating activities | 5,829,680 | 1,708,530 |
| **Cash flows from investing activities:** | | |
| Purchase of vehicles and equipment | (263,306) | (14,899) |
| Proceeds received from payments on note receivable | - | 53,671 |
| Net cash from investing activities | (263,306) | 38,772 |
| **Cash flows from financing activities:** | | |
| Proceeds from member payable, net | 1,036,000 | 195,192 |
| Payments (proceeds) from line of credit, net | (500,000) | 500,000 |
| Payments on capital lease obligations | - | (137,272) |
| Contributions from members | 20,612 | 192,650 |
| Distributions to members | (4,283,882) | (2,828,530) |
| Net cash from financing activities | (3,727,270) | (2,077,960) |
| Net change in cash | 1,839,104 | (330,658) |
| Cash, beginning of year | 643,310 | 973,968 |
| Cash, end of year | $ 2,482,414 | $ 643,310 |
| **Supplemental disclosures of cash flow information:** | | |
| Cash paid for interest | $ 14,865 | $ 6,832 |
| **Supplemental disclosure of non-cash transactions:** | | |
| Capital lease disposal, net of payments made | $ - | $ 341,610 |
| Change in minimum pension liability | $ 102,748 | $ 526,933 |

The accompanying notes to the financial statements are an integral part of these statements. 5

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**SOUTHERN DISASTER RECOVERY, LLC**
NOTES TO THE FINANCIAL STATEMENTS

*DECEMBER 31, 2019 AND 2018*
*(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)*

## Note 1—Organization

Southern Disaster Recovery, LLC (the "Company") is a rapid-response contractor specializing in environmental response and disaster recovery to commercial enterprises and all levels of governmental entities. The Company offers guidance in formulating debris management plans, training clients in debris disaster recovery, and managing debris recovery operations, including response, demolition, collection, reduction, and final disposal.

## Note 2—Summary of significant accounting policies

*Basis of Accounting* – The Company's financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Financial Accounting Standards Board ("FASB") has established the Accounting Standards Codification ("ASC") as the single source of authoritative accounting principles to be applied to the preparation of financial statements in accordance with U.S. GAAP.

*Revenue and Cost Recognition* – The Company has analyzed the provisions of FASB ASC Topic 606, *Revenue from Contracts with Customers*, and has concluded that no changes are necessary to conform with the new standard. The Company enters into contracts with customers that specify the rates charged for providing certain services to the customer with payment terms of 30 days. Each service is considered a performance obligation and is satisfied upon the completion of the service. The Company also enters into separate contracts with subcontractors for debris removal. These contracts specify rates charged based on cubic yards of debris removed from a specified site. Third party, independent monitors track the cubic yards of debris delivered to the waste disposal site. Revenue is recognized at a point in time when the debris has been delivered and all services have been rendered.

From time to time, the Company will enter into a fixed-price contract. Revenue is recognized over time using the percentage of completion method (cost-to-cost input approach), measured by the percentage of costs incurred to date to the total estimated costs for each contract. Revenue recognition commences only after contract progress reaches a state whereby experience is sufficient to estimate a profit on the contract. At the time a loss on a contract becomes known, the entire amount of the estimated loss is recognized. As of December 31, 2019 and 2018, the Company had one fixed-price contract.

For the years ending December 31, 2019 and 2018, the Company had $309,276 and $7,527,240, respectively, in revenue recognized over a period of time under one contract. The remaining revenue was recognized at a point in time as described above.

Contract costs include all direct material, labor and employee benefit costs, and certain indirect costs related to contract performance, such as indirect labor, equipment rentals, insurance, and tools. Selling and general and administrative costs are expensed as incurred. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and revenues, and are recognized in the period in which the revisions are determined.

The asset, *Contract asset* represents costs incurred and revenues earned in excess of amounts billed.

*Cash and Cash Equivalents* – The Company considers all cash and short-term investments with a maturity of three months or less when acquired to be cash and cash equivalents. At December 31, 2019 and 2018, the Company held no cash equivalents.

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**SOUTHERN DISASTER RECOVERY, LLC**
NOTES TO THE FINANCIAL STATEMENTS

*DECEMBER 31, 2019 AND 2018*
*(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)*

## Note 2—Summary of significant accounting policies (continued)

*Accounts Receivable* – Accounts receivable consist of trade receivables stated at cost. The Company reviews receivables on a periodic basis and considers accounts delinquent after 90 days. The Company has not recorded an allowance for doubtful accounts for the years ended December 31, 2019 and 2018, as management believes all such amounts are collectible.

*Unbilled Revenue* – The Company records services completed by the subcontractor as cost of sales at the time the service has been provided. Based on invoicing requirements contained in contracts with customers, the Company at times has situations in which work has been completed but not billed to the customer.

*Prepaid Expenses* – Prepaid expenses consist of amounts paid in advance by the Company for services that have not yet been provided to the Company. These prepaid expenses consist of insurance premiums, bond premiums, and other miscellaneous expenses paid by the Company for services that will be rendered after December 31, 2019.

*Employee Receivables* – Employee receivables consists of amounts due to the Company from employees which will be paid over time.

*Vehicles and Equipment* – Vehicles and equipment are stated at cost. Depreciation is charged to expenses by straight-line method over the estimated useful lives of the assets (5 years). Gain or loss on disposals is credited or charged to operations. See Note 3.

*Accounts Payable* – Accounts payable consist of amounts due to various subcontractors and vendors for services provided in the ordinary course of business.

*Due to Related Parties* – Due to related parties consists of amounts due from the Company to other entities owned by members of the Company. See Note 8 for additional information.

*Member Payable* – Member payable consists of a loan made to the Company by one of its members. The loan bears no interest until the account's balance exceed $4,000,000. The portion exceeding $4,000,000 will either bear the market rate of interest or the interest and fees associated with any loan the member acquired to fund the Company. No interest expense was recorded during the years ended December 31, 2019 and 2018. The loan is due on demand.

*Income Taxes* – The Company is not directly subject to federal and state income taxes. Instead, the members are liable for individual federal and state income taxes on their respective share of taxable income. Management has evaluated all other tax positions that could have a significant effect on the financial statements and determined the Company had no uncertain income tax positions at December 31, 2019 and 2018.

*Advertising Costs* – The Company expenses advertising costs as they are incurred. Advertising costs of $2,355 and $9,970 for the years ended December 31, 2019 and 2018, respectively, are included in general and administrative expenses on the statements of comprehensive income.

*Concentrations of Credit Risk* – For the year ended December 31, 2019, the Company's three largest customers accounted for approximately 84% of the Company's total revenue. These customers also represented approximately 75% of gross accounts receivable at December 31, 2019. For the year ended December 31, 2018, the Company's three largest customers accounted for approximately 68% of the Company's total revenue. These customers also represented approximately 81% of gross accounts receivable at December 31, 2018.

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**SOUTHERN DISASTER RECOVERY, LLC**
NOTES TO THE FINANCIAL STATEMENTS

*DECEMBER 31, 2019 AND 2018*
*(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)*

## Note 2—Summary of significant accounting policies (continued)

For the year ended December 31, 2019, the Company's three largest vendors accounted for approximately 56% of purchases and 61% of total accounts payable at December 31, 2019. For the year ended December 31, 2018, the Company's largest vendor accounted for approximately 25% of purchases and 75% of total accounts payable at December 31, 2018.

*Use of Estimates* – The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the accompanying notes. Actual results could differ from those estimates and those differences may be material. Management believes that the estimates used in the financial statements are reasonable based on the information currently available.

*Distributions to Members* – As described in the Company's Operating Agreement (the "Agreement") dated September 30, 2015, distributions shall be made from profits to members of the Company at the discretion of the managing members of the Company, as defined in the Agreement. Distributions to members shall be paid in accordance with the allocation of membership interests, subject to certain terms and restrictions as defined in the Agreement.

*Recently Issued Accounting Pronouncements Adopted* – On May 28, 2014, FASB issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers* ("Topic 606"). Through 2017, ASU 2014-09, was amended by the following ASUs in order to provide further clarification:

- ASU 2015-14, *Revenue from Contracts with Customers: Deferral of the Effective Date*
- ASU 2016-08, *Revenue from Contracts with Customers: Principal versus Agent Considerations (Reporting Revenue Gross versus Net)*
- ASU 2016-10, *Revenue from Contracts with Customers: Identifying Performance Obligations and Licensing*
- ASU 2016-12, *Revenue from Contracts with Customers: Narrow-Scope Improvements and Practical Expedients*
- ASU 2016-20, *Technical Corrections and Improvements to Topic 606, Revenue from Contracts with Customers*

Collectively, the ASUs described above constitute Topic 606. The core principle is that an entity will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. This standard also includes expanded disclosure requirements that result in an entity providing users of financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the entity's contracts with customers. Topic 606 is effective for the calendar year ending December 31, 2019 and, as previously described in this footnote, has been adopted by the Company. Beyond the addition of expanded footnote disclosure, the Company has determined that there are no changes required to be presented as of December 31, 2019.

*Recently Issued Accounting Pronouncements Not Yet Adopted* – In February 2016, FASB issued ASU 2016-02, *Leases*. The standard requires all leases with lease terms over 12 months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance or operating. This distinction will be relevant for the pattern of expense recognition in the income statement. This standard will be effective for the calendar year ending December 31, 2021. The Company is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

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**SOUTHERN DISASTER RECOVERY, LLC**
NOTES TO THE FINANCIAL STATEMENTS

*DECEMBER 31, 2019 AND 2018*
*(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)*

## Note 3—Vehicles and equipment, net

Vehicles and equipment consisted of the following at December 31:

| | 2019 | 2018 |
|---|---|---|
| Vehicles and equipment | $ 268,305 | $ 12,500 |
| Accumulated depreciation | (21,654) | (417) |
| | $ 246,651 | $ 12,083 |

Depreciation expense for the years ended December 31, 2019 and 2018 was $22,863 and $96,273, respectively.

## Note 4—Line of credit

In 2018, the Company entered into a line of credit agreement for borrowings up to $500,000 with a variable interest rate (6% as of December 31, 2018). All accrued interest and principal was due in full in September 2019 and was satisfied. As of December 31, 2019, the Company had $-0- outstanding on the line. During 2019, this line of credit expired and was not renewed.

In 2019, the Company entered into a line of credit agreement for borrowings up to $2,200,000 with a variable interest rate of LIBOR plus 1.85% (4.16% as of December 31, 2019). All outstanding interest and principal is due in full on January 2, 2021. As of December 31, 2019, the Company had $-0- outstanding on the line. The line of credit agreement is subject to both financial and nonfinancial covenants. As of December 31, 2019, management was unaware of any covenant violations.

## Note 5—Cash risk of loss

The Company places its cash and cash equivalents on deposit with financial institutions in the United States. The Federal Deposit Insurance Corporation covers $250,000 for substantially all depository accounts. The Company from time to time may have amounts on deposit in excess of the insured limits. At December 31, 2019 and 2018, the Company had $1,991,734 and $280,775, respectively, which exceeded these insured amounts.

## Note 6—Cash balance pension plan

Employees and members of the Company who meet certain age and service requirements are covered by a noncontributory cash balance defined pension plan (the "Plan"). The Plan calls for benefits to be paid to eligible employees and members at retirement based primarily upon the accumulated benefits per participant as defined in the *Southern Disaster Recovery, LLC Cash Balance Plan Agreement* (the "Cash Balance Plan Agreement"). Contributions to the Plan reflect benefits allocated to employees or members of the Company based on defined calculations in the Cash Balance Plan Agreement. The Plan's investments consist of single life annuity contracts. The Company accrued $314,000 and $284,784 related to Plan contributions at December 31, 2019 and 2018, respectively, which is included in accrued retirement plan contributions on the balance sheets.

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**SOUTHERN DISASTER RECOVERY, LLC**
NOTES TO THE FINANCIAL STATEMENTS

*DECEMBER 31, 2019 AND 2018*
*(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)*

## Note 6—Cash balance pension plan (continued)

The change in the Company's projected and accumulated benefit obligation related to the Plan for the years ended December 31, 2019 and 2018 was as follows:

| | 2019 | 2018 |
|---|---|---|
| Projected and accumulated benefit obligation, beginning of year | $ 996,133 | $ 385,057 |
| Service cost | 299,894 | 301,277 |
| Interest cost | 52,296 | 35,460 |
| Actuarial loss | 49,807 | 274,339 |
| Projected and accumulated benefit obligation, end of year | $ 1,398,130 | $ 996,133 |

The change in the fair value of Plan assets for the years ended December 31, 2019 and 2018 was as follows:

| | 2019 | 2018 |
|---|---|---|
| Fair value of Plan assets, beginning of year | $ 563,737 | $ 465,296 |
| Actual return of Plan assets | 140,532 | (63,160) |
| Employer contributions | 284,784 | 161,601 |
| Benefits paid | - | - |
| Fair value of Plan assets, end of year | $ 989,053 | $ 563,737 |

The unfunded status of the Plan was as follows at December 31, 2019 and 2018:

| | 2019 | 2018 |
|---|---|---|
| Fair value of Plan assets | $ 989,053 | $ 563,737 |
| Projected benefit obligation | 1,398,130 | 996,133 |
| Unfunded status | $ (409,077) | $ (432,396) |

The Company recorded a liability on the balance sheets of $409,077 and $432,396 at December 31, 2019 and 2018, respectively, for the unfunded portion of the Plan.

Amounts recognized in accumulated other comprehensive loss related to the Plan were as follows at December 31, 2019 and 2018:

| | 2019 | 2018 |
|---|---|---|
| Beginning balance | $ 535,571 | $ 8,638 |
| Net unrealized (gain) loss | (102,748) | 526,933 |
| Total accumulated other comprehensive loss | $ 432,823 | $ 535,571 |

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**SOUTHERN DISASTER RECOVERY, LLC**
NOTES TO THE FINANCIAL STATEMENTS

*DECEMBER 31, 2019 AND 2018*
*(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)*

## Note 6—Cash balance pension plan (continued)

Net periodic pension cost of the Plan for the years ended December 31, 2019 and 2018 was as follows:

| | 2019 | 2018 |
|---|---|---|
| Service cost | $ 299,894 | $ 301,277 |
| Interest cost | 52,296 | 35,460 |
| Expected return on Plan assets | (35,306) | (27,305) |
| Unrecognized loss | 35,516 | 46,203 |
| Net periodic benefit cost | $ 352,400 | $ 355,635 |

The estimated net unrealized loss for the Plan that is expected to be amortized from accumulated other comprehensive loss into net periodic benefit cost over the next fiscal year is $35,516.

Significant assumptions used in developing the above actuarial computations were as follows:

| | 2019 | 2018 |
|---|---|---|
| Discount rate | 5.0% | 5.0% |
| Expected return on Plan assets | 5.0% | 5.0% |
| Average rate of compensation increase | 0.0% | 0.0% |
| Internal Revenue Code Section 415 Limit Projection | 0.0% | 0.0% |
| Asset valuation method | Fair Market Value | Fair Market Value |
| Termination rates | None | None |
| Measurement date | 12/31/2019 | 12/31/2018 |
| Form of payment | Straight life annuity | Straight life annuity |

## Note 7—Retirement plan

The Company maintains a profit-sharing plan under Section 401(k) of the Internal Revenue Code for all employees who have completed the eligibility requirements stated within the Plan document. Plan contribution expense totaled $48,573 and $45,979 for the years ended December 31, 2019 and 2018, respectively. As of December 31, 2019 and 2018, the Company recorded $48,573 and $45,979, respectively, on the balance sheets as accrued retirement plan contributions.

## Note 8—Related party transactions

One of the Company's members is also the owner of a real estate company that leases an office building to the Company in Simpsonville, South Carolina during the years ended December 31, 2019 and 2018 under a month to month verbal agreement. The Company made rental payments to the related real estate company totaling $19,800 and $1,700 for the years ended December 31, 2019 and 2018, respectively, which is included in general and administrative expense on the statements of comprehensive income. For the years ended December 31, 2019 and 2018, the Company did not have any outstanding amounts owed to this related party.

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**SOUTHERN DISASTER RECOVERY, LLC**
NOTES TO THE FINANCIAL STATEMENTS

*DECEMBER 31, 2019 AND 2018*
*(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)*

## Note 8—Related party transactions (continued)

One of the Company's members is also the owner of a company that rented equipment from time to time to the Company and provided other miscellaneous services. The equipment was rented for use in the ordinary course of business under daily or month to month verbal agreements. For the equipment rental, the Company paid this related party $-0- and $25,909 during the years ended December 31, 2019 and 2018, respectively, which is included in cost of sales on the statements of comprehensive income. For the additional miscellaneous expenses, the Company paid this related party $1,640 and $4,536 during the years ended December 31, 2019 and 2018, respectively, which is included in general and administrative expense on the statements of comprehensive income. For both the years ended December 31, 2019 and 2018, the Company owed this related party $-0- , which is included in due to related parties on the balance sheets.

The Company from time to time rents equipment for use in the ordinary course of business under daily or month to month verbal agreements from an additional company owned by a member of the Company. During the years ended December 31, 2019 and 2018, the Company paid this related party $-0- and $2,013, respectively, which is included in cost of sales on the statements of comprehensive income.

As discussed in Note 1, a member has an outstanding loan to the Company which is due on demand. The Company owed this member $3,161,000 and $2,125,000 as of December 31, 2019 and 2018, respectively.

## Note 9—Operating lease

The Company rents office space under an annual lease agreement, which will renew on January 1, 2020. Rent expense under this lease totaled $29,400 and $5,481 for the years ended December 31, 2019 and 2018, respectively.

Future minimum lease payments under this lease as of December 31, 2019 are $29,400 for the year ended December 31, 2020.

Certain of the operating leases provide renewal options. In the normal course of business, operating leases are generally renewed or replaced by other leases.

## Note 10—Subsequent events

The Company has evaluated subsequent events through April 30, 2020, the date which the financial statements were available to be issued.

The cash balance plan, discussed in Note 6, was terminated on February 28, 2020. The Company contributed approximately $400,000 in order to satisfy the unfunded portion of the Plan. All current amounts in plan will be distributed to an unrelated, qualified retirement account for each participant.

Towards the end of December 2019, an outbreak of a novel strain of coronavirus ("COVID-19") emerged globally. Through April 2020, there have been various mandates and/or requests from federal, state and local authorities resulting in uncertainty in the business environment. It is not currently possible to reliably estimate the length or severity of this outbreak and hence its financial impact. Management will continue to assess the impact of the outbreak on the Company's activities.

*City of Pembroke Pines*

Attachment H

# 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: Southern Disaster Recovery

Proposer's Address: 109 White Oak Rd. Greenville, SC 29609

**Independent Accounting Professional "IAP" Information:**

("IAP" that audited the most recent financial statements for the above named Proposer/ Applicant)

IAP's Company Name: Cherry Bekaert, LLP

IAP's Contact Name: Aaron Parris

IAP's Address: 110 East Court St. Suite 500, Greenville SC 29601

IAP Contact Phone #: 864-233-3981

Is the "IAP" that is preparing/assisting in the preparation of this worksheet, certified? (Y/N) Y

If certified, please indicate the certification of the "IAP" (i.e. CPA, CMA, CGMA, EA, etc.) CPA

**Financial Statement Information:**

The most recent financial statements audited by the "IAP" were for the period ending: 12/31/2020

Were these statements Compilation/Review only? (Y/N) Yes, Review

Audited? (Y/N): 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 % |
|---|---|---|---|---|---|
| 12/31/2020 | 36,657,000 | 7,875,000 | 7,822,000 | 30.5% | 21.3% |
| 12/31/2019 | 48,272,000 | 8,673,000 | 8,635,000 | 24.8% | 17.9% |
| 12/31/2018 | 21,318,000 | 2,404,000 | 2,303,000 | 18.5% | 10.8% |
| **Total** | 106,247,000 | 18,952,000 | 18,760,000 | | |

*City of Pembroke Pines*

Attachment H

Provide the following for the most recent audited fiscal year:

1. Current Ratio 4.0
*[Current assets/ current liabilities]*

2. Debt to Asset Ratio 0.29
*[Total Debt/ Total Assets]*

3. Debt-To-EBITDA Leverage Ratio 0.43
*[Total debt / EBITDA]*

4. Return on Assets: 63.9%
*[Net Income Before Taxes / Total Assets]*

reviewed

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~~. agrees with those financial statements.

| Aaron Parris | | May 3, 2021 |
|---|---|---|
| Print Name | Signature | Date |

TRAVELERS

**Michael Wyman**

*Account Executive Officer*
*Travelers Bond & Specialty Insurance*
*Construction Services*
*11440 Carmel Commons Blvd.*
*Charlotte, NC 28226*
*(704) 544-3716*

August 25, 2020

RE: Southern Disaster Recovery, LLC

To Whom It May Concern,

Please be advised that Travelers Casualty and Surety Company of America (herein after referred to as "Travelers") has handled all of the bonding requirements for Southern Disaster Recovery, LLC since early 2017. We have confidence in the financial and operations strength of the firm and are a strong supporter of their total work program. Consideration will be provided for a bond program in the $100,000,000 range.

Southern Disaster Recovery, LLC has the ability to provide Performance and Payment Bonds for projects should they be selected. Naturally, as is customary within the surety industry, the issuance of any bid or final bonds is always contingent upon a satisfactory underwriting review at the time a request for bonds is made. This review may include, but not be limited to, acceptable terms (e.g. standard warranty and damage clauses), conditions, documents, bond forms and confirmation of an acceptable financing source and payment provisions. It should be understood that any arrangement for surety bonds is a matter strictly between Southern Disaster Recovery, LLC and Travelers. We assume no liability to third parties or to you by issuance of this letter.

Travelers Casualty and Surety Company of America is listed in the Department of Treasury's Listing of Approved Sureties (Department Circular 570) dated July 1, 2020 and holds an A++ (Superior) rating by A.M. Best with a Financial Size Category XV by A.M. Best.

Please do not hesitate to contact me if there are any questions or if I may be of further assistance.

Sincerely,

Travelers Casualty and Surety Company of America

*Michael R. Wyman*

Michael R. Wyman
Account Executive Officer

# EXISTING CONTRACTS IN FL

| Entity | Contact Name and Title | Contract Type | Address | Telephone | Email Address | Termination Date |
|---|---|---|---|---|---|---|
| City of Homestead, FL | Stephen M. Taylor | Tertiary | 100 Civic Court Homestead, FL 33030 | 305.224.4401 | staylor@cityofhomestead.com | 5/31/2022 |
| South Florida Water Management District , FL | Linda Yarrish | Primary | 3301 Gun Club Road West Palm Beach, FL 33406 | 561.682.6105 | lyarrish@sfwmd.gov | 8/17/2022 |
| Lake County, FL | Ralph E. Tipton | Tertiary | 315 W. Main St. Tavares, FL 32778 | 352.343.9489 | rtipton@lakecountyfl.gov | 4/16/2023 |
| Deland City, of Lake Co. FL | Michael P. Pleus | Tertiary | 120 S. Florida Avenue DeLand, FL 32720 | 352.343.9489 | rtipton@lakecountyfl.gov | 4/16/2023 |
| Temple Terrace, of Lake Co. FL | Charles W. Stephenson | Tertiary | 5660 Strand Court Naples, FL 34110 | 352.343.9489 | rtipton@lakecountyfl.gov | 4/16/2023 |
| City of Gulfport, of Lake Co. FL | James O'Reilly | Tertiary | 2401 53rd St. S Gulfport, FL 33707 | 352.343.9489 | rtipton@lakecountyfl.gov | 4/16/2023 |
| City of Venice, FL | James Clinch | | 221 S. Seaboard Ave. Venice, FL 34285 | 941.486.2422 | jclinch@venicegov.com | 7/5/2022 |
| Village of Pinecrest, FL | Eduardo Pozas | | 12645 Pinecrest Parkway | 305.234.212 | epozas@pinecrest-fl.gov | 8/14/2021 |
| Florida Atlantic University, FL | Marc Kozlin Director/Physical Plant | Primary | 777 Glades Rd. Boca Raton, FL 33431 | 561.297.3021 | mkozlin1@fau.edu | 10/31/2021 |
| Florida Municipal Power Agency, FL | Sharon Samuels | Primary | 8553 Commodity Circle Orlando FL 32819 | 407.355.7767 | sharon.samuel@fmpa.com | 10/31/2021 |
| Amelia Island Plantation, FL | Kenny Walczak | Primary | 5542 First Coast HW. Suite 400, Fernandina Beach, FL 32034 | 904.491.9850 | kwalczak@castlegroup.com | 5/31/2021 |
| Santa Fe College, FL | David Shlafer | Primary | 3000 NW 83rd Street Gainesville, Florida 32606 | 352.395.5237 | sfpurchasing@sfcollege.edu | 10/31/2022 |
| State College of Florida Piggyback off of Santa Fe College RFP | Rebecca Ferda | Primary | P.O. Box 1849 Be=radenton , FL 34206 | 941.752.5342 | ferdar@scf.edu | 10/31/2022 |
| The school Board of Broward Co. FL | Edgar Lugo | 3rd | 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 | 754.321.0508 | edgar.lugo@browardschools.com | 10/31/2022 |
| City of Edgewood, FL | Bea Meeks/City Clerk | Primary | 405 Bagshaw Way, Edgewood, FL 32809 | 407.851.2920 | bmeeks@edgewood-fl.gov | 1/31/2023 |
| City of Kissimmee, FL | Nagel Altrui/ Stormwater Engineerr | | 101 Church St. Kissimmee FL 34741 | 407.518.2170 | naltrui@kissimmee.org | 3/23/2022 |
| NW FL Water Management District | Lyn Shiver/ Asset Management Administrative Assistant | Primary | 81 Water Management Drive Havana, Florida 32333 | 850.539.5999 -308 | Lyn.Shiver@nwfwater.com | 6/25/2025 |
| Gilchrist Co. FL | Ralph Smith Emergency Management Director | | 209 SE 1st Street Trenton, Florida 32693 | 386.935.5400 | rsmith@gcfr.org | 8/18/2023 |
| Escambia Co. FL | Paul Nobles Purchasing Manager | Primary | 213 Palafox Place Pensacola, FL 32502 | 850.595.4980 | prnobles@myescambia.com | 2/12/2023 |

Southern Disaster Recovery

## Overview of Contractor's Availability, Including Established Commitments, and the Priority of the City of Pembroke Pines, FL in the RFP# AD-21-02 Disaster Debris Management Services

SDR takes very seriously the confidence placed in our company when a contract is awarded. In order to provide our clients with a debris removal program which is effective, accelerated, and FEMA compliant, SDR is ever mindful of the number of contractual commitments undertaken in a given market or region … weighing carefully how this contract will impact the resources required to proficiently service all clients in that region. Additionally, SDR is constantly building relationships with subcontractors, DBE, MBE, and MWBE providers within the state of Florida and beyond, to ensure we have the capacity to respond with sufficient resources in any size event. SDR's database includes thousands of committed debris removal and specialty services providers who maintain a state of constant readiness, and the ability to respond within hours to any location where we are called upon for service.

In Southeast Florida, in the interest of delivering the highest quality service to our clients should a large scale or catastrophic event impact the area, SDR has been particularly deliberate in our contract pursuits. Lessons learned by witnessing some of the deficiencies faced by overcommitted debris removal providers in this region in the months following Hurricane Irma have been part of that decision process.

Should SDR have the privilege to serve the City of Pembroke Pines, FL**?** Demetris Pressley, SDR Senior Client Service, has over 18 years of experience in leading public works daily and disaster operations in Florida. His work has included strategic planning, project management, contract administration, budget and finance, staff development and regulatory compliance. In the event of a contract activation, SDR's Vice-President of Operations, Chip Patterson, former Emergency Manager in Jacksonville/Duval County, will provide mission leadership operationally to ensure that the needs of the City of Pembroke Pines, FL remain a top priority.

We have a strong team of Project Managers that are trained and experienced disaster debris managers. SDR can easily provide project management on all our contract commitments in South Florida.

SDR and our team of debris professionals are continually striving to deepen our environmental relationships and develop unique collection and disposal strategies which are exclusively tailored for the Florida market and the challenging logistics of the state.

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# SDR's CURRENT WORKLOAD AND AVAILABILITY

SDR takes very seriously the confidence placed in our company when a contract is awarded. In order to provide our clients with a debris removal program which is effective, accelerated, and FEMA compliant, SDR is ever mindful of the number of contractual commitments undertaken in a given market or region … weighing carefully how this contract will impact the resources required to proficiently service all clients in that region. Additionally, SDR is constantly building relationships with subcontractors, DBE, MBE, and MWBE providers within the state of Florida and beyond, to ensure we have the capacity to respond with sufficient resources in any size event. SDR's database includes thousands of committed debris removal and specialty services providers who maintain a state of constant readiness, and the ability to respond within hours to any location where we are called upon for service.

## LOAD/HAUL CREWS

**SDR and Subcontract Load/Haul Equipment Available**

| w/in Region | Reach Back |
|---|---|
| 18 Grapple Trucks | 248 Grapple Trucks |
| 49 Trailers | 110 Trailers |
| 15 Loaders | 58 Loaders |

In Southeast Florida, in the interest of delivering the highest quality service to our clients should a large scale or catastrophic event impact the area, SDR has been particularly deliberate in our contract pursuits. Lessons learned by witnessing some of the deficiencies faced by overcommitted debris removal providers in this region in the months following Hurricane Irma have been part of that decision process.

## TEMPORARY DEBRIS MANAGEMENT

**SDR and Subcontract TDMS Equipment Available**

| w/in Region | Reach Back |
|---|---|
| 20 Grinders | 34 Grinders |
| 34 Trackhoes/Excavators | 50 Trackhoes/Excavators |
| 16 Dozers | 29 Dozers |

Should SDR have the privilege to serve the **City of Pembroke Pines, FL,** Demetris Pressley, SDR Senior Client Service, has over 18 years of experience in leading public works and disaster operations in Florida. His work has included strategic planning, project management, contract administration, budget and finance, staff development and regulatory compliance. In the event of a contract activation, SDR's Vice-President of Operations, Chip Patterson, former Emergency Manager in Jacksonville/Duval County, will provide mission leadership operationally to ensure that the needs of the City of Pembroke Pines, FL remain a top priority.

## DISPOSAL/RECYCLING HAULING

**SDR and Subcontract Disposal/Recycling Trucks Available**

| w/in Region | Reach Back |
|---|---|
| 18 Trackhoes | 38 Trackhoes |
| 49 Trailers | 110 Trailers |

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We have a strong team of Project Managers that are trained and experienced disaster debris managers. SDR can easily provide project management on all our contract commitments in South Florida. The estimate of workload of primary contracts within a 100 mile radius is:

| KEY PERSONNEL | DISASTER DEBRIS REMOVAL COMMITMENTS WITHIN 100 MILES* | PROJECTED % OF TIME COMMITTED TO THIS PROJECT DURING DISASTER | PROJECTED MAN-HOURS PER PROJECT (PROJECT = 4 MONTHS) |
|---|---|---|---|
| Al McClaran, CEO | 2 contracts | 8% | 50 hours |
| Chip Patterson, VP of Operations | 2 contracts | 10% | 64 hours |
| Demetris Pressley, Sr. Director | 2 contracts | 33% | 213 hours |
| Sonny Sims, Sr. Project Manager | 0 | 100% | 640 hours |

- South Florida Water Management District
- Florida Atlantic University

SDR and our team of debris professionals are continually striving to deepen our environmental relationships and develop unique collection and disposal strategies which are exclusively tailored for Florida and the challenging logistics of the state.

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Southern Disaster Recovery

# SUBCONTRACTOR PROTOCOL

## *MBE | WBE | DBE | Local Participation*

Southern Disaster Recovery (SDR) is committed to the localities we serve and pledge to further assist in their recovery by offering subcontracting opportunities to local contractors. To ensure we have the labor resources needed, we will reach out to other subcontractors who have previously worked for us if local resources are inadequate. Depending on the size of the project SDR may subcontract up to sixty percent of the debris operations.

***Our highest priority is to provide the necessary resources for your entity's full physical and economic recovery.***

SDR will enlist the services of subcontractors that have been carefully vetted. SDR subcontractors:

- ✓ Meet federal and contract standards of safety
- ✓ Are experience and highly skilled
- ✓ Have all necessary liability and workers compensation insurances
- ✓ Adhere to our strict safety and drug-free work zone policies

SDR contractors are our responsibility. All management, bonding, funding, safety compliance, and documentation of subcontractors are handled by SDR's administrative staff. We utilize a comprehensive subcontractor agreement, which must be signed and on file in our office before any subcontractor begins operations on a debris removal project. That mutual agreement subordinates the subcontractor to the entity's contract with SDR.

### MBE | WBE | DBE | Local Participation

While we have a large fleet of debris removal equipment, we strive to use local, minority businesses, women's business enterprises, and labor surplus area firms are used when possible whenever possible. Upon award of a disaster debris removal contract, SDR will advertise locally announcing the opportunity for area contractors to join our efforts as a viable subcontractor. Respondents then begin SDR's vetting and training process.

SDR takes all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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.

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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.

The involvement of the entire community is crucial to the full economic and social recovery from a disaster situation. To the that end, we encourage all subcontractors in our employ to patronize and support other local businesses to further strengthen and revitalize the area throughout recovery operations.

Your satisfaction with SDR depends largely upon our subcontractors' performance. To ensure efficient and seamless operations, SDR provides:

- ✓ Quality control
- ✓ Teaming efforts with the monitoring firm
- ✓ Clear and frequent communication to ensure satisfactory outcomes

Subcontractor List:

| **Company Name** | ***TSI Disaster Recovery*** |
|---|---|
| Contract person<br>Phone / Email:<br>Address: | *Henry Elmore*<br>*407-891-8005*<br>*2323 S. Babcock Street Melbourne, FL 32901* |
| **Company Name** | ***Tree-Mendous Tree Service*** |
| Contract person<br>Phone / Email:<br>Address: | *Joel Martinez*<br>*813-956-0013*<br>*17863 Corpus Christi Spring Hill, FL 34610* |
| **Company Name** | ***Optimal Recovery, LLC*** |
| Contract person<br>Phone / Email:<br>Address: | *Brent Reedy*<br>*352-206-5541*<br>*34618 Mission Bell Ln., Dade City, FL 33523* |

Southern Disaster Recovery

# FEMA REIMBURSEMENT PROCESSES

Southern Disaster Recovery (SDR) is highly experienced and qualified to assist any entity with all aspects of FEMA reimbursement and documentation. We have the expertise to perform the tasks of the project to meet the needs of the entity and maximize funds reimbursement. Our operations are based on the Public Assistance Program as stipulated in The Stafford Act and clarified in 44 CFR, FEMA's Public Assistance Program and Policy Guide (PAPPG) and archived debris removal technical documents (FEMA's 325 Guide, the 9500 series) and various other FEMA publications on the subject of disaster debris management.

We have found that the best way to maximize your Federal reimbursement is to conduct and document our work that is fully in adherence with our contract, FEMA's Public Assistance program, national safety standards and state/federal environmental standards. As you will see in the following table; our company is aligned with this statement from top to bottom. Additionally, you will notice the expertise noted in this table is tremendous in addressing those issues that are a matter of interpretation by FEMA field reps and administrators; helping ensure your full eligible reimbursement!

To date, all SDR's clients have received their full eligible reimbursement from the FEMA Public Assistance program.

| SDR EMPLOYEE | ROLE WITHIN COMPANY | SPECIFIC EXPERIENCE WITH FEMA PUBLIC ASSISTANCE REIMBURSEMENT AND OTHER GRANT PROGRAMS |
|---|---|---|
| **Johnny Deloach** | FEMA Liaison | • Retired FEMA employee, deputy for debris in FEMA Region IV<br>• Consultant to states/counties<br>• Consultant to US Army Corps of Engineers<br>• Expertise in: Preliminary Damage Assessments (PDA's), preparation and review of Project Worksheets (PW's), securing Immediate Needs Funding and Expedited Funding |
| **Al McClaran** | CEO | • Written numerous disaster debris management plans organized to adhere to FEMA's Public Assistance program.<br>• Has worked directly with local governments in their PDA, PW's and Immediate Needs Funding<br>• Has Led and Managed over 90 disaster debris removal projects over the past nine (9) years |
| **Chip Patterson** | VP of Operations | • Operations Chief and grants manager in two State emergency management organizations (NC, FL)<br>• City/County Emergency Management Director (Jacksonville/Duval County, FL) and grants manager for over 10 years (FEMA PA, HMGP, FMAP, UASI, SHSGP, MMRS)<br>• Technical writer for FEMA's CPG 201 program; Recovery/Public Assistance program; Disaster Debris Management Plan |

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| | | |
|---|---|---|
| | | • Trainer for FEMA's CPG 201 program (Recovery, PA program, Debris Management) in urban cities<br>• Lead technical expert debris removal in catastrophic planning in urban areas (SE FL, NY/NJ, TX)<br>• Project Manager, Senior Project Manager, or Director on 27 jurisdictions' disaster debris removal contract activations |
| **Randy Thompson** | Government Affairs | • Certified Emergency Manager (CEM) with over 30 years' experience in emergency management planning, operational response, project/program management and disaster response/recovery.<br>• Local government public safety experience (Fire/Law Enforcement/Emergency Management)<br>• County Emergency Services Director (10 years) – readiness programs, PA, HMGP, SHSGP, EMPG grant management, disaster response/recovery<br>• County Elected Leader (County Commissioner)<br>• Ten (10) years providing leadership and management in disaster debris removal contract activations. |
| **Sonny Sims** | Sr. Project Manager | • Disaster Debris Removal Project Management<br>➢ 2020 SC Tornado- Hampton Co, SC<br>➢ 2020 SC Tornado-SCDOT Barnwell Co, SC<br>➢ 2020 SC Tornado-SCDOT Oconee Co, SC<br>➢ 2020 Spartanburg Tornado- Spartanburg, SC<br>➢ 2018 Hurricane Florence- New Bern, NC<br>➢ 2017 Hurricane Irma- City of Miami & City of Deltona, Florida<br>➢ 2016 Hurricane Matthew- Marion County & Lumberton Co, North Carolina<br>➢ 2014 Ice Storm Barnwell County, SCDOT, South Carolina2009 Ice Storm Dunklin County, Missouri<br>➢ 2008 Hurricane Ike- Liberty Co, San Jacinto, and Huntsville, Texas<br>➢ 2005 Hurricane Wilma- Coral Gables, Lauderdale by the Sea, City of Miami, University of Miami, Miramar, and Margate, Florida<br>➢ 2005 Hurricane Rita- Islamorada, Florida<br>➢ 2005 LDOT Boregard, Allan, Jefferson Davis Parish, Louisiana<br>➢ 2005 Hurricane Katrina- Coral Gables, City of Miami, University of Miami, *Islamorada*, Marathon and Dade County, Florida<br>➢ 2005 Hurricane Katrina- Gulf Breeze, Escambia Co, Florida, Mobile Alabama<br>➢ 2004 Hurricane Francis and Charlie- Winter Park, Winter Springs, and Marion County, Florida<br>➢ 2003 Hurricane Isabel- Richmond, Chesterfield Co, and Henrico County, Virginia<br>➢ 2002 Ice Storm Raleigh, North Carolina |

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# TAB 3 - PROJECT UNDERSTANDING AND TECHNICAL APPROACH

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# UNDERSTANDING PROJECT REQUIREMENTS

Southern Disaster Recovery (SDR) is a rapid-response contractor specializing in environmental response and disaster recovery assisting all levels of government. SDR offers guidance in establishing preposition debris contracts, formulating debris management plans, training clients in debris disaster recovery, and managing debris recovery operations – response, demolition, collection, reduction, and final disposal. SDR's staff is knowledgeable in all aspects of FEMA documentation and reimbursement criteria, thus ensuring that our clients receive all federal disaster funding to which they are entitled.

SDR believes it fully understand what is required to meet the needs of the City of Pembroke Pines, FL. SDR's work is based on the Public Assistance Program as stipulated in The Stafford Act and clarified in 44 CFR, FEMA's 325 Guide, the 9500 series and various other FEMA publications on the subject of disaster debris management. SDR's owner, Al McClaran, prepared the Jefferson County Georgia Debris Management Plan for Lamar Baxley (Jefferson County Director of Emergency Management). He conducted debris operations training for Gordon County Georgia Emergency Management and Public Works at the request of Richard Cooper, Director of Emergency Management. Furthermore, he has reviewed and assisted the Banks County Georgia Debris Management Plan prepared by Deidra Moore (Banks County Director of Emergency Management) and the Wilkes County Georgia Debris Management Plan prepared by Blake Thompson (Wilkes County Director of Emergency Management). In South Carolina, he reviewed the York County Debris Management plan.

Mr. McClaran is familiar with the disaster types that may affect the City of Pembroke Pines, FL. In 2011 he oversaw the tornado recovery projects in GA. He has managed recovery efforts following ice and snow storms in Missouri, Connecticut, and South Carolina Following Hurricane Irene he worked with North Carolina DOT on debris operations in Edgecombe, Halifax, and Wayne counties. In 2012 he oversaw debris removal operations in parts of LaPlace, LA that were flooded by Hurricane Isaac.

In 2014 SDR simultaneously ran debris removal operations on seven different contracts in four South Carolina counties as a result of Winter Storm Pax. Work included load and haul operations on county and SCDOT maintained roads, school and county properties, public service authority rights-of-way and creek debris removal. SDR collected and processed over 2.5 million cubic yards of debris on contracts of approximately $50 million.

During 2015 SDR was contracted to do a $3.5 million tree removal project while it was also managing debris contracts for removal of C&D debris resulting from historic flooding in South Carolina. The project in San Andreas, California included removing trees damaged by wildfires along utility lines. On this project, SDR managed up to 100 workers comprising 25 crews. The flooding project in South Carolina included removing debris from SCDOT roads in Horry and Georgetown counties.

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In 2016 SDR completed debris operations on 19 separate contracts resulting from Hurricane Matthew. These contracts required the collection, processing and final disposal of over 1,000,000 cubic yards of vegetative and C&D storm debris.

SDR managed multiple vegetative and C&D debris removal contracts resulting from Hurricane Irma in 2017 and in 2018, as the Prime Contractor for several debris removal projects, SDR managed 11 contracts in North Carolina and South Carolina. We successfully processed over 248,200 cubic yards of Vegetative and C&D debris valued at over $5.2 million while also simultaneously performing debris removal as a result of the catastrophic California wildfires that has continued into 2019.

In 2019, Hurricane Dorian impacted Outer Banks North Carolina with significant storm surge flooding and wind damage. SDR had eight (8) local government contracts activated; Hyde County, Tyrrell County, Town of Columbia, Dare County, Currituck County, Town of Kill Devil Hills, Town of Duck, Town of Southern Shores. Each contract included debris management (ROW removal for woody, vegetative material; Construction and Demolition debris; Household Hazardous Wastes; White goods/Appliances). SDR operated seven (7) Temporary Debris Management Sites (TDMS); three (3) of them were in environmentally sensitive areas within the National Park Service boundaries.

In November 2018, California suffered the most devasting wildfire in its history. In an effort to be proactive in preventing subsequent property damage and power outages, Southern Disaster Recovery is still completing dangerous tree removal projects for Pacific Gas and Electric in California. Thousands of trees have been cut using multiple work crews. The project has completed in April 2020 and the total is valued at over $48 million.

On August 10, 2020, a Derecho hit much of central and eastern Iowa with straight line winds over 100 mph that was sustained for nearly 30 minutes in many locations. Crop damage was extensive across the state and tree damage was catastrophic in the City of Marion. SDR was selected by the City of Marion for their debris collection and disposal efforts. SDR has collected over 730,000 cubic yards of debris for this FEMA Public Assistance (PA) funded project.

Johnny DeLoach, our FEMA liaison, has served FEMA in Regions IV and VI as Deputy for Debris. His vast knowledge and experience further assure compliance with FEMA criteria for debris operations, is often called upon by various government agencies and contractors to help with reimbursement issues, audits, and closeouts. Mr. DeLoach and Mr. McClaran have worked together on several projects. SDR is pleased to have him as part of our management team.

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# APPROACH & METHOD FOR DIVERSE EVENT SCENARIOS

***INTRODUCTION*:** Debris recovery and removal methodology varies depending upon the size and intensity of the disaster. One of the first steps we pursue is to ensure an entity has a Debris Management Plan. If none exists, SDR can assist in its development. Other disaster preparations include, but are not limited to, debris eligibility and monitoring training, temporary debris management site (TDMS) selection and evaluation, and review of priority road clearance routes and priority facilities.

*SDR offers the following methodology per each defined scenario:*

## Event Type 1: Spot Jobs: Localized

***DEFINED*:** The amount of debris typically meets the minimum amount for FEMA Category A reimbursement.
***ACTION STEPS***:

- Tasks primarily consist of the initial "push" within the 70-hour time frame following the Governor's Declaration of a State of Emergency.
- Work is paid for and reimbursed as per the personnel and equipment rates in the Price Proposal.

***SDR PERSONNEL*:** Chief Executive Officer or a Senior Project Manager will have project oversight. Crews likely consist of saw men, front-end loaders, bucket truck crews, and entity work crews (if applicable). SDR's FEMA liaison will review Project Worksheets and documentation for maximum reimbursement.

## Event Type 2: Small Event: County-Wide

***DEFINED*:** The amount of debris typically exceeds the minimum amount for FEMA Category A reimbursement.
***ACTION STEPS*:**

- Initial response is similar to Event Type 1 with the goal of clearing emergency routes and access to priority facilities.
- If needed, a TDMS will be established for temporary storage.
- Non-recyclable debris waste is disposed of at a designated landfill or by burning. **NOTE:** This event shall not be so significant as to require specialized debris volume-reduction measures, such as grinding. The most economically feasible disposal solutions will be utilized as approved by the entity. If a landfill is used, SDR will pursue an "airspace reduction" reimbursement for the entity.
- If applicable, SDR will work with the entity's Debris Management Consultant to coordinate monitoring training and activities.
- By the time monitors are ready, hauling trucks will be in place for certification and debris collection.
- Operations readiness will be within forty-eight hours of receiving a Notice to Proceed.

***SDR Personnel*:** Chief Executive Officer, FEMA Liaison, and a Senior Project Manager.

## Event Type 3: Significant Event: Removal, Reduction, Hauling (Wood Debris Only): Widespread or County-Wide

***DEFINED*:** Includes and builds upon the actions taken in Events Type 1 and 2
***ACTION STEPS*:**

- Establish TDMS(s) for debris reduction through grinding.
- Prior to debris arriving at the TDMS(s), a Debris Removal Operations and Environmental Protection Plan is submitted to the entity, which specifies site preparation; operational layout for segregation and reduction of debris; traffic flow; and safety procedures.

- Environmental considerations include: A water runoff control study; dust and noise abatement; and the restoration of the site(s) to pre-event conditions.
- To control the volume of debris, grinding operations will commence a few days after the initial arrival of debris. ***SDR PERSONNEL*:** Subcontractors, Senior Project Manager, FEMA Liaison, and a Safety Officer. The Chief Executive Officer provides general oversight.

## Event Type 4: Significant Event: Removal, Reduction, Hauling and Separating (Mixed Debris): Widespread or County-Wide

***DEFINED*:** Includes the definition and action steps outlined in the previous scenarios plus the following:
***ACTION STEPS*:**

- The TDMS(s) must be able to receive mixed debris. Public Service Announcements will instruct the public as to how and where to separate debris.
- Collection contractors will be instructed to avoid mixing debris whenever possible.
  ***NOTE*:** Certain disasters make mixed debris unavoidable (e.g., tornadoes and floods).
- TDMS will receive and segregate mixed debris from clean vegetative debris.
- A lined containment area will be set aside for HHW and white goods. **NOTE:** SDR strives to collect HHW and white goods curbside, document collection, and take these items directly to a permitted landfill for final disposal.

***SDR PERSONNEL*:** Subcontractors, Senior Project Manager, FEMA Liaison, and a Safety Officer. The Chief Executive Officer provides general oversight.

## Event Type 5: Catastrophic Event: Removal, Reduction, Hauling and Separating (Mixed Debris)

***DEFINED*:** Event is so large in scope that multiple TDMSs are required to handle the volume of debris in addition to the employing the previously stated definitions.
***ACTION STEPS*:**

- SDR will follow all previously stated procedures and plans.
- Each TDMS will likely have its own grinder to reduce the vegetative debris.
- Our Automated Debris Management System or other similar methodology will be used to expedite the recovery and documentation process.

***SDR PERSONNEL*:** Subcontractors, Senior Project Manager, FEMA Liaison, and a Safety Officer. The Chief Executive Officer provides general oversight. Additional project managers and contractors are mandated as per the scope of work.

## Event Type 6: Catastrophic Event: Site Management & Burning of Vegetative Debris

***DEFINED*:** All previous steps are utilized plus the reduction of debris by burning, if permitted by the Department of Natural Resources and/or local Fire Marshall.
***ACTION STEPS*:**

- SDR will follow all previously stated procedures and plans.
- All burning restrictions will be incorporated into the TDMS Debris Removal Operations and Environmental Protection Plan. The public will be informed of burning operations.
- Smoke abatement measures will be taken.

***SDR PERSONNEL*:** Subcontractors, Senior Project Manager, FEMA Liaison, and a Safety Officer. The Chief Executive Officer provides general oversight. Additional project managers and contractors are mandated as per the scope of work.

Southern Disaster Recovery

# SUBCONTRACTOR PROTOCOL

## *MBE | WBE | DBE | Local Participation*

Southern Disaster Recovery (SDR) is committed to the localities we serve and pledge to further assist in their recovery by offering subcontracting opportunities to local contractors. To ensure we have the labor resources needed, we will reach out to other subcontractors who have previously worked for us if local resources are inadequate. Depending on the size of the project SDR may subcontract up to sixty percent of the debris operations.

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While we have a large fleet of debris removal equipment, we strive to use local, minority businesses, women's business enterprises, and labor surplus area firms are used when possible whenever possible. Upon award of a disaster debris removal contract, SDR will advertise locally announcing the opportunity for area contractors to join our efforts as a viable subcontractor. Respondents then begin SDR's vetting and training process.

SDR takes all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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.

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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.

The involvement of the entire community is crucial to the full economic and social recovery from a disaster situation. To the that end, we encourage all subcontractors in our employ to patronize and support other local businesses to further strengthen and revitalize the area throughout recovery operations.

Your satisfaction with SDR depends largely upon our subcontractors' performance. To ensure efficient and seamless operations, SDR provides:

- ✓ Quality control
- ✓ Teaming efforts with the monitoring firm
- ✓ Clear and frequent communication to ensure satisfactory outcomes

Subcontractor List:

| **Company Name** | ***TSI Disaster Recovery*** |
|---|---|
| Contract person<br>Phone / Email:<br>Address: | *Henry Elmore*<br>*407-891-8005*<br>*2323 S. Babcock Street Melbourne, FL 32901* |
| Working Percentage: | *30%* |
| **Company Name** | ***Tree-Mendous Tree Service*** |
| Contract person<br>Phone / Email:<br>Address: | *Joel Martinez*<br>*813-956-0013*<br>*17863 Corpus Christi Spring Hill, FL 34610* |
| Working Percentage: | *30%* |
| **Company Name** | ***Optimal Recovery, LLC*** |
| Contract person<br>Phone / Email:<br>Address: | *Brent Reedy*<br>*352-206-5541*<br>*34618 Mission Bell Ln., Dade City, FL 33523* |
| Working Percentage: | *30%* |

Southern Disaster Recovery

# MOBILIZATION AND OPERATIONS PLAN

## READINESS – RESPOND - RECOVER

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Demolition, Removal, and Disposal of Damaged or Condemned Structures
Asbestos Removal

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  - Personal Safety Statements (Draft)
  - Debris Removal Instructions (Draft)
  - Assistance with Private Property Debris Removal (Draft)
  - First/Second/Third Pass Notice (Draft)

❖ ***NOTE: This plan will be refined and updated following award in consultation with the City of Pembroke Pines. This plan is written referencing and in full compliance with:***

- Archived Documents:
  - FEMA 321 Public Assistance Policy Digest
  - FEMA 322 Public Assistance Guide
  - FEMA 325 Public Assistance Debris Management Guide
  - FEMA 329 Debris Management Brochure
  - FEMA Disaster Assistance Policy
    DAP 9523.11: Hazardous Stump Extraction and Removal Eligibility
    DAP 9523.12: Debris Operations; Hand loaded trucks and trailers
    DAP 9523.13: Debris Removal from Private Property
    DAP 9523.4: Demolition of Private Structures
  - FEMA Fact Sheets
    9580.1 Public Assistance Debris Operations Job Aid
    9580.4 Debris Operations
    9580.201 Debris Removal – Applicant's Contracting Checklist
    9580.203 – Debris Monitoring
- FP 104-009-1 Public Assistance Program and Policy Guide (FEMA PAPPG)
- FEMA Stafford Act Sections 403 & 407
- FEMA Stafford Act Section 316
- 44 CFR 10.8(d)(2) Determination of requirement for environmental reviews
- 44 CFR 206.44 Implementing CoBRA
- National Environmental Protection Act (NEPA)
- FHWA/ER Program - 23 CFR 668 Subpart A
- USACOE EM 385-1-1 Safety Guidance/Accident Prevention Plan

Southern Disaster Recovery

# MOBILIZATION AND OPERATIONS PLAN

## READINESS – RESPOND - RECOVER

### SDR Actions to Support the City of Pembroke Pines Readiness

***This plan is prepared uniquely for the City of Pembroke Pines, and will be updated following contract award and consultation with the City.***

PLANNING:

FEMA states that "applicants with a FEMA accepted Debris Management Plan at the time of an event can increase effectiveness of its debris management mission". SDR has written and supported planning for numerous FEMA approved plans. Our management team includes experienced State and Local government emergency managers who are deeply experienced in disaster debris removal operations. We will support the City of Pembroke Pines in all debris removal planning activities.

TRAINING:

SDR is proficient in leading training and workshops to improve disaster readiness. We teach the FEMA Debris Management Course and conduct readiness workshops for our customers. SDR would lead or support debris management training efforts of the City of Pembroke Pines.

EXERCISES:

Disaster debris management operations are a multi-discipline effort for most jurisdictions. Tabletop exercises (scenario-based discussions) are an important readiness activity to reinforce principles learned in Planning and Training. SDR would lead or support tabletop exercise (TTX) development and conduct for the City of Pembroke Pines and the debris management team.

TEMPORARY DEBRIS MANAGEMENT SITE ASSESSMENTS:

Detailed site assessment for Temporary Debris Management Sites and "pre-permitting", if possible, are important pre-cursers to starting disaster debris removal operations rapidly. If TDMS locations are not properly permitted and constructed, debris removal operations cannot commence. SDR uses a very thorough documentation tool to organize TDMS assessments and document site conditions for proper permitting and construction. SDR will lead or support the City of Pembroke Pines in conducting TDMS site assessments.

### Mobilization and Operations Plan Objectives

- **Debris Clearance** – Roadways shall be cleared of debris as soon as possible to enable emergency and relief organizations to complete their missions in serving the public.
- **Debris Removal** – Debris shall be removed quickly and efficiently to support the community's social and economic efforts by adhering to federal funding/reimbursement requirements to maximize recovery funds for the City.

Southern Disaster Recovery

# MOBILIZATION AND OPERATIONS PLAN

## READINESS – RESPOND - RECOVER

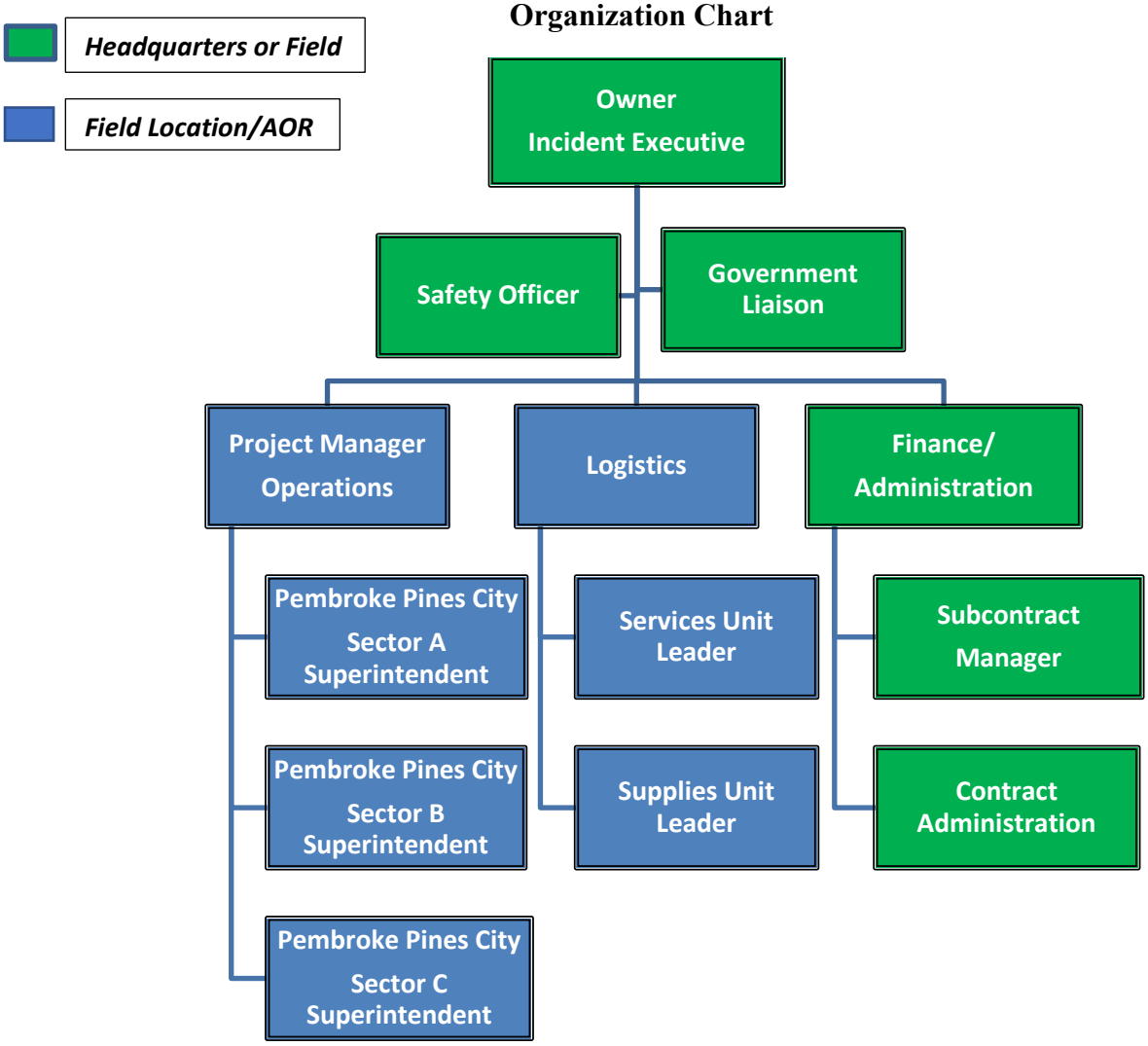
### SDR Organizational Structure to Support the City of Pembroke Pines Disaster Recovery

SDR uses incident command system principles to organize and manage our mission to clear disaster debris in the City of Pembroke Pines. Important ICS principles in our concept of operation include; a manageable span of control, unity of command, an action planning process (work plan) and an organization structure that can expand or contract based on the work plan's objectives. The following Organization Chart illustrates our disaster operations organization chart that is then tailored to the specific disaster size and complexity. Demetris Pressley will be the City of Pembroke Pines liaison and will meet the City officials at the designated rendezvous location. Demetris is based out of Florida and will be available to meet anywhere within the City of Pembroke Pines.

**Experienced Management Team**

*SDR has successfully managed to completion over 60 separate debris contracts in the Northeast US, Southeast US, Mississippi Valley and California exceeding over $120M in revenue!*

**SDR Project Management Organization Chart**



Southern Disaster Recovery

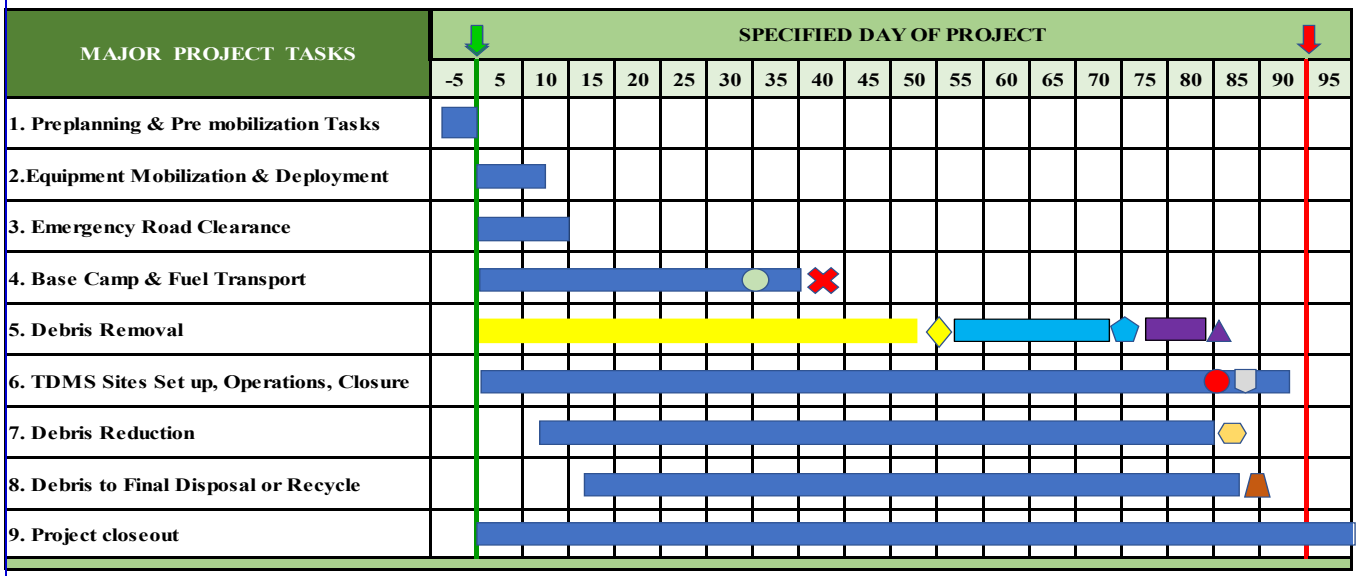
# MOBILIZATION AND OPERATIONS PLAN

## READINESS – RESPOND - RECOVER

### Disaster Debris Removal Mission General Process Map

This General Process Map (Gantt Chart) illustrates major aspects of the Scope of Work, their scheduling and timing relationship. The significance of the disaster and the interests of the City of Pembroke Pines will dictate the actual length of the disaster debris removal mission.

**Sample Task Order Timeline**




| Legend |
|---|
| First Pass Work |
| Second Pass Work |
| Third Pass Work |

| Key Dates | | | | | |
|---|---|---|---|---|---|
| Day 0 | | Notice to Proceed | Day 82 | | TDMS Closure for Receiving Debris |
| Day 30 | | Fuel Available Locally | Day 82 | | Debris Reduction Complete |
| Day 35 | | Base Camp Closes | Day 82 | | TDMS Clear of Debris |
| Day 50 | | First Pass Complete | Day 83 | | TDMS Final Inspection Complete |
| Day 70 | | Second Pass Complete | Day 92 | | Project Comopletion Date |
| Day 80 | | Third Pass Complete | Day 104 | | Ongoing Project Closeout Ends |

### Post-Storm Emergency Clearance of Roads and Rights-of-Way:

EMERGENCY ROAD CLEARANCE

Actions pertaining to the mobilization of SDR personnel, equipment and coordination with the City. In disaster response "with notice" much of this effort will occur before the disaster strikes to facilitate a minimum of 24 hours response time:

**Typical Debris Clearance Crew**

- Front end loader (150 hp) with operator
- Equipment transport
- 2 chainsaw men
- Foreman with communications

- Available personnel staffing in the local area.
- Identify and confirm landfill, transfer station locations, debris management sites, hours of operation, and availability in the local area.
- Initial notification/contact of major subcontractors committed to Team SDR.
- Establish coordination with the City and other local officials important to mission execution.

Southern Disaster Recovery

# MOBILIZATION AND OPERATIONS PLAN

## READINESS – RESPOND - RECOVER

- Identify streets with limited access – small width, dead end, proximal ditches.
- Project Administration and Accountability – Advance coordination with subcontractors.
- Payroll and Equipment Inventory Status updates.
- Test and verify all communications.

**DEBRIS CLEARANCE CREWS**

**SDR and Subcontract Debris Clearance Crews Committed**

| w/in Region | Reach Back |
|---|---|
| 15 Loaders | 58 Loaders |
| 49 Chainsawmen | 110 Chainsawmen |
| 22 Equipment Transports | 33 Equipment Transports |

After the event has passed, SDR will immediately mobilize to the affected area. The Project Manager will arrive at the designated Post-Storm meeting location and initiate recovery activities as conditions permit within 8 hours of notice to proceed.

SDR will provide a minimum of 5 crews to commence debris clearance operations within 24 hours of issuance of a notice to proceed.

Team SDR will begin debris clearance along the primary transportation routes, rights-of-way, easements, streets, and roads identified and directed by the City. Crews will be deployed from the pre-arranged staging areas to clear debris from roads, bridges and emergency vehicle paths as required. Absent specific guidance:

- **First priority** will be given to main arterial roadways and access routes leading to EOC's, fire, police and health care facilities.
- **Second priority** will be given to streets and thoroughfares providing access to major utility systems and services, such as electric, water and gas.
- **Third priority** will be given to major highways and commercial streets, followed by residential streets and alleyways.

**Quality Check**

- **Five fully equipped crews operational within 24 hours.**
- **Pre work safety checks of equipment and work site completed**
- **Crew members trained in the use of equipment**
- **100% use of appropriate Personal Protective Equipment**
- **Timely tracking and accounting for hourly equipment.**

### DEBRIS REMOVAL OPERATIONS

### MOBILIZATION:

Upon receiving the *Notice to Proceed*, Southern Disaster Recovery (SDR) will immediately mobilize resources and initiate actions item as per the contract kick-off meeting and the *Notice to Proceed*.

Examples of kick off meeting expectations include:

- Establish City priorities
- Establish City clean-up goals
- Establish City's point of contact
- Establish contractor project management points of contact
- Determine how project monitoring will be accomplished
- Establish debris monitor points of contact
- Discuss any additional reporting requirements

Immediate action and planning requirements to be accomplished:

- Develop the initial Operational Period Action Plan
- Mobilize and stage equipment
- Organize debris removal assignments (Sectors and Zones)

Southern Disaster Recovery

# MOBILIZATION AND OPERATIONS PLAN

## READINESS – RESPOND - RECOVER

- Establish temporary debris management site(s) (TDMS)
  - ✓ Confirm proper permitting and/or acquire permits
  - ✓ Establish site layout as per permit(s)

EQUIPMENT - Size and type determined by overall accessibility of rights-of-way and the location overhead utilities.

For maximum and safety and efficiency, SDR will apply the following standards:

***Loading Equipment*** – All loading and moving equipment will be operated from the roadway, streets, alleys, or rights-of-way using clam shell loaders, booms, or grapple devices to collect and load debris into collection vehicles. No equipment will be operated behind the curb or outside the defined roadway shoulder/swale section or in an area that may endanger operators or work crews, unless specifically directed to do so by emergency officials.

***Hauling Equipment*** – All trucks and trailers used debris will be capable of rapidly and independently dumping loads, and, will be equipped with a tailgate. Trucks will be equipped with a tarp or net secure loose materials during transport to the disposal facility or site. The tarp/net will not exceed truck body/trailer measurements.

**LOAD/HAUL CREWS**

**SDR and Subcontract Load/Haul Equipment Committed**

| w/in Region | Reach Back |
|---|---|
| 18 Grapple Trucks | 248 Grapple Trucks |
| 49 Trailers | 110 Trailers |
| 15 Loaders | 58 Loaders |

to haul

to

the

***Truck Measurements and Signage*** – Trucks will be measured accurately and identifying data will be fully documented. The inspection/measuring will be performed by City and SDR representatives, documented, and signed-off by the jurisdiction. The dimensions will be the inside measurements of the trailer. The truck specifications will be on file with the jurisdiction. Signage and vehicle numbers will be prepared and ready prior to deployment. SDR identification placards will be affixed to the sides of each piece of heavy equipment and trucks.

***Hours of Operation*** – Debris removal operations that generate excessive noise levels will take place during daylight hours, seven days a week. Adjustments to the hours of operation, based on working conditions and scope of work, may require a coordinated change with the approval of the City's designated official.

SUBCONTRACTING PRACTICES AND PROCEDURE

- ✓ As per our written *Subcontractor Protocol*, we often use subcontractors to ensure our resources are sufficient to complete operations efficiently for prompt emergency debris removal and restoration operations. We have an extensive pool of dependable subcontractors that can mobilize immediately upon notification. SDR ensures: Our subcontractors are fully vetted as to insurance, safety procedures, experience, pricing, and resources.
- ✓ We will pursue local and MBE/WBE/DBE as it is economically feasible to do so.

**STRATEGY TO RETAIN RESOURCES**

***Our disaster experience has proven that subcontractors remain on the project and maintain high production levels as long as they are properly incentivized.***

- ✓ **On the Positive Incentive Side**
  - **SDR pays subcontractors weekly**
  - **Production incentives associated with Sector assignments**
  - **SDR pays a wage where a crew can make a living**
- ✓ **On the Negative Incentive Side**
  - **By contract, leaving a project without completion and/or a release results in retainage being held.**
  - **Poor production, safety or quality performance results in less desirable sector assignment**

Southern Disaster Recovery

# MOBILIZATION AND OPERATIONS PLAN

## READINESS – RESPOND - RECOVER

TEMPORARY DEBRIS MANAGEMENT SITE SET-UP AND OPERATION

### 1. General

Southern Disaster Recovery (SDR) will provide all management, equipment, operators, and laborers required for the establishment, operation, and maintenance to accept, process, reduce, incinerate, and dispose of disaster related debris. These Temporary Debris Management Sites (TDMSs) may utilize air curtain incineration and/or mechanical chipping/grinding to reduce vegetative and clean woody debris. The TDMSs may also be used as transfer points for depositing mixed Construction and Demolition (C&D) debris prior to reloading for final transport to an authorized landfill. SDR will manage the TDMSs to accept debris collected under other contracts.
Site selection will be done by the Contracting Authority at its own cost.

### 2. Site Operations Plan

Following identification by the contracting authority of the TDMSs, SDR will develop a Site Operations Plan for each site.

The plan will address the following:

- ✓ Site management, to include point-of-contact and organizational chart
- ✓ Site ingress and egress
- ✓ Site preparation, including clearing, erosion control, and grading
- ✓ Traffic control procedures
- ✓ Site security
- ✓ Site safety
- ✓ Site layout/segregation plan, to include: air curtain incineration areas, mechanical chipping/grinding areas, ash storage or disposal areas, hazardous waste containment area, contractor work area, inspection tower, and safety zone clearance areas (100-foot clearance area between stockpiled debris and incineration operations, and 1000-foot clearance area from structures)
- ✓ Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, safety buffer zones, storm water runoff, historic preservation, wetlands, and endangered species as appropriate

**TEMPORARY DEBRIS MANAGEMENT**

**SDR and Subcontract TDMS Equipment Committed**

| w/in Region | Reach Back |
|---|---|
| 20 Grinders | 34 Grinders |
| 34 Trackhoes/Excavators | 50 Trackhoes/Excavators |
| 16 Dozers | 29 Dozers |

### 3. TDMS Foreman - Day/Night Operations

SDR will provide site foremen for both day and night operations, who will be responsible for all oversight, including traffic control, dumping operations, segregation of debris, incineration and mechanical grinding operations, and site safety.

Both foremen will be responsible for monitoring and documenting all equipment and labor utilized on the site. This information will be compiled with other daily reporting data and will be provided to the contracting authority by the Debris Operations Manager.

If multiple TDMSs are in operation, SDR will assign a site manager for all necessary oversight.

## 4. Site Assessment

Immediately upon taking occupancy of any site, SDR will conduct an initial site assessment to determine baseline conditions. This assessment will include visual inspection in the presence of a Contracting Authority representative, documentation of any existing improvements to or on the site, aerial and/or ground photography/videography, random soil samples, water samples from any existing wells located on the site, and review for any volatile organic compounds.

Spot soil samples will be taken at the areas considered for the temporary storage of household hazardous waste, ash, and fuel.

Photographs and/or GPS based maps of the site will be updated as the use and configuration of the site changes.

## 5. Site Design

The sites will be designed so that air curtain incinerators are located a minimum of 1,000 feet from the nearest occupied building or as specified by the applicable state or local environmental regulatory entity. The area within 50 feet of the burn pits will be cleared of vegetative cover to reduce fire hazard. If pit burning is utilized, and the pit is situated on pervious soils, an impervious layer of clay, limestone, or synthetic material will be provided.

Vegetative debris will be centrally stored near the air curtain incinerators, but at a minimum of 100 feet away from the air curtain incinerators to reduce potential fire hazard. Roads should be designed with separate ingress and egress, where possible, to expedite truck flow in and out of the site. If possible, large turnaround areas will be constructed to enable simultaneous movement of multiple trucks.

To reduce hazards from flying debris, wood chipping operations will be located a minimum of 250 feet from all areas where personnel are actively working.

If needed, access roads will be constructed at each site. Crushed rock or gravel will be used to form a base that will prevent soil erosion, reduce dust generation, and provide truck access during inclement weather. Additional applications of rock may be necessary for road maintenance as theproject progresses. Additional reserves of rock should be maintained on site road to repair and rebuild roads for road relocation, mud accumulation, and compression of rock as a result of heavy truck traffic.

## 6. Site Preparation

SDR will be responsible for preparing the TDMSs to accept debris. This preparation may include clearing, erosion control, grading, constructing and maintaining haul roads, entrances, dumping pads, equipment washing areas, and burn pits. SDR will provide utility clearance and sanitary facilities, if needed. SDR will protect existing structures at the site(s) and repair any damage caused by our operations at no additional cost to the City.

## 7. Site Security

SDR will provide and maintain site security measures for all operations conducted at the TDMSs.

## 8. Inspection Towers

SDR will construct and maintain one Inspection Tower at each TDMS site. SDR and the City personnel will conduct inspections, load volume estimations, and photograph each load of debris delivered to the site from the tower. Existing structures serving this purpose may be utilized following coordination between SDR and the City. Tower locations may be changed to support the progression of debris storage and reduction as well as normal traffic patterns on the site.

The towers may be constructed using pressure treated wood or metal scaffolding materials. The floor elevation of the tower will be such that it affords the City representative(s) and SDR personnel a complete view of the load bed of each piece of equipment that hauls debris to the site while allowing for the easy transfer of the debris removal load ticket between the City representative and the vehicle driver. The floor area will be a minimum of 8' x 8'. A 4' high wall, sturdily fastened to the structure to eliminate fall hazards, will protect the perimeter of the floor area. A roof will be constructed over the floor area, constructed to provide a minimum of 6'-6" of headroom. Steps with a handrail will provide access to the Inspection Tower.

To prevent falls, all personnel on the tower must be “tied-off” to the tower at all times.

## 9. Debris Unloading and Segregation

Trucks containing any waste other than vegetative debris will be directed through the disposal site to the C&D debris area of the disposal site.

Trucks insufficiently loaded will be noted and reported. Photos and live video may be utilized to record actual hauling equipment.

Trucks containing vegetative debris will be directed to the debris depository areas of the sites in an orderly manner via the ingress. Upon obtaining clearance from the designated flag person at the depository area, the trucks will back up, dump their load, and exit the site via the egress.

Once the debris has been deposited at the base of the debris storage pile, dozers and track hoes will be used to move and pile the debris. Debris piles will be compacted and constructed with a slope to prevent loose debris from rolling or falling down the sides of the piles.

When feasible, maximum effort will be made to salvage and/or recycle debris.

Only vegetative debris will be brought to the air curtain incinerator section of the disposal site. All non-vegetative debris will be segregated according to its type. Debris sorting will be done when it is picked up for transport to the burning pits. The vegetative waste at each site will be segregated into three basic categories: stumps, logs, and brush.

## 10. Debris Incineration

Debris eligible for incineration will be moved to the air curtain incinerator by a front-end loader. The air curtain incinerator will be loaded using a trackhoe. Burning will continue until the box/pit is approximately 1/3 full of ash. At that point, any large, partially burned logs will be removed and placed on an earthen area near the box/pit. After the ash has cooled, it will be removed and placed in an adjacent storage area. The storage area will be bermed or diked to prevent ash from being transported from the pit by storm water runoff during a rainfall event.

## 11. Debris Chipping

Tub grinders will be set up at each disposal site to convert some of the debris into wood chips suitable for use as mulch or fuel chips. A knuckleboom loader or trackhoe will be used to load debris into the grinder. The grinders will be primarily used for debris with high soil content such as stumps, which are not suitable for incineration. Due to the noise generated by the grinders and the hazard of debris being ejected from the tub, the grinders will be set up at least 150 to 200 feet from all other work areas. The 200-foot boundary will be marked by physical barriers, caution tape, and have appropriate signage.

A dozer should be used to stockpile mulch as it is processed by the grinders. Large amounts of processed debris will produce large mulch piles. Consideration should be given to the amount of material that will be chipped and adequate space should be allotted for stockpiled mulch. The piles should be at least 50 feet away from the grinder.

The temperature of the stockpiled mulch should be monitored to prevent spontaneous combustion. If the temperature approaches or exceeds 150 degrees Fahrenheit, the stockpile should be rolled to release the heat buildup. The environmental monitors will record the temperatures of all debris piles on a periodic basis.

## 12. Fire Protection

SDR will manage all site operations to minimize the risk of uncontrolled/uncontained fire. Twenty-pound all-purpose fire extinguishers should be strategically stationed around the incinerators/burn pits and specifically around the debris piles with the heaviest concentration of debris. The number of fire extinguishers will vary depending on the size of the TDMSs. At no time should a fire extinguisher be located further than a 1-minute round-trip walking distance from any point on the site. Site conditions may necessitate having additional water-filled extinguishers and readily available hand tools, such as fire rakes.

## 13. Ash Containment Area

SDR will contain, store, and remove ash from all incineration operations. The ash containment area will be wet down periodically for the duration of operations to prevent particles from becoming airborne.

## 14. Household Hazardous Waste Containment

SDR will construct a containment area at each TDMS for any hazardous waste inadvertently delivered to the site. The containment area will be a minimum of 30" x 30". The perimeter of the containment area will be constructed with an earthen berm or hay/straw bales that are staked in place. The area will be lined with a heavy gage, non-permeable plastic to provide a waterproof barrier. Additional heavy gage, non-permeable plastic sufficient in size to cover the entire containment area will be kept on site and used to prevent rain from entering the containment area. To direct run-off away from the protected area, the site will be sloped appropriately to provide necessary grading.

## 15. Site Closure

SDR will close each TDMS within 30 calendar days of completing the reduction or transfer all delivered debris to an authorized landfill. Site closure will include removing site equipment, debris, and all remnants

from the processing operation; grading the site; and, restoring the site to pre-occupancy conditions. The site(s) will be restored in accordance with all state, tribal, and local requirements.

SDR will be responsible for the proper disposal of non-burnable debris, ash, wood chips, and hazardous and toxic wastes.

SDR will conduct a final inspection of the site along with the City representative to receive final approval of the site closure.

## DEBRIS COLLECTION AND TRANSPORTATION

***Removal Activities*** – From the grid/zone assignments, areas are categorized by priority and accessibility. The zones will be equitably established to ensure timely progression throughout the affected area. A "clean as you go" process will be implemented for the waste stream being worked, with crews working from street to street through each zone. Crews and resources will be adjusted as needed during this phase.

***Debris Segregation*** – Initial storm/event debris will be separated when feasible.

- Crews will attempt to segregate materials, where feasible, into constituent piles for collection and disposal. Hazardous materials will be segregated and properly stored for future collection.
- Mixed debris will be collected as C&D.

Debris collection passes will continue up to the point where the remaining debris consists of light litter that can be easily collected using raking and sweeping methods of operation.

## FINAL DISPOSAL OF DEBRIS AND DEBRIS BY-PRODUCTS

Disposal of all eligible debris, reduced debris, ash residue, and other products of debris management will be in accordance with all applicable state, federal, and local laws. Associated related costs will be "pass-through" with no additional charges to the City. SDR will ensure disposed debris is properly documented in accordance with FEMA protocol by using approved collection/disposal and tipping tickets. Activities will be done in coordination with the City's Debris Manager.

**DISPOSAL/RECYCLING HAULING**

**SDR and Subcontract Disposal/Recycling Trucks Committed**

| w/in Region | Reach Back |
|---|---|
| 18 Trackhoes | 38 Trackhoes |
| 49 Trailers | 110 Trailers |

## REMOVAL OF LEANERS, HANGERS, AND STUMPS

SDR will ensure the location and removal of all approved leaners, hangers, and stumps is properly documented as per FEMA. Any holes remaining after stump removal will be backfilled appropriately.

## HOUSEHOLD HAZARDOUS WASTE (HHW) REMOVAL, TRANSPORT, AND DISPOSAL

HHW removal will be organized as a unique, separate mission from the debris removal passes. The equipment and specialized training (HAZWOPER training) combine to make this a unique debris removal operation. Consistent with the level of damage from the disaster, an initial pass may be conducted by HAZWOPER qualified personnel to visually inspect disaster debris piles and take action to segregate the HHW from woody, vegetative and C&D material. At a later date, coordinated with the City, specially trained crews will move the hazard area to remove the HHW. In heavily damaged areas with a significant amount of HHW, the HHW may be placed in a temporary containment cell constructed at a properly permitted TDMS. Otherwise HHW will be taken directly to a proper disposal location.

Southern Disaster Recovery

# MOBILIZATION AND OPERATIONS PLAN

## READINESS – RESPOND - RECOVER

### ABANDONED VEHICLE REMOVAL

Abandoned vehicle removal will be a unique, separate mission from the debris removal passes. The City will identify abandoned vehicles to be removed, SDR removes the vehicles and takes them to a City identified location.

### ANIMAL CARCASS REMOVAL AND DISPOSAL

As identified by the City, animal carcasses will be removed and transported to a properly permitted disposal location.

### ROW WHITE GOODS DEBRIS REMOVAL

A separate debris mission will be organized to remove White Goods in the disaster areas. The removal of white goods will take place using a flat deck, stake body truck with an equipment lift gate. All loading of White Goods will be done manually so as not to disturb any Freon containing lines. Each White Good will be evaluated for its use of freon. Those white goods without freon may be hauled directly to final disposal or recycler. White goods with freon will require the work of a freon technician to remove the ozone depleting gas.

### FREON REMOVAL

A Section 608 certified technician will maintain, repair or dispose of equipment that could release ozone depleting refrigerants into the air.

### DEMOLITION, REMOVAL, AND DISPOSAL OF DAMAGED OR CONDEMNED STRUCTURES

As required and directed by City officials, demolition and removal of condemned structures and buildings resulting from the disaster, will be performed by SDR to reduce or eliminate an immediate threat to life or enhance safety and health to the public. Each demolition will have a site inspection report (including a site plan), right-of-entry agreement, and proper permits. Demolition, removal and disposal of damaged or condemned structures will be considered a special mission within the daily action plan and will unique heavy equipment resources and qualified personnel to complete the mission.

### DOCUMENTATION AND RECOVERY PROCESS

SDR's Project Manager and Site Superintendents have complete responsibility for quality assurance/quality control (QA/QC) of work performed by SDR and all subcontractors. As with any project, effective QA/QC starts with initial identification of project roles, which is a key element to our standard QA/QC program. Further, oversight and support will be provided from three levels within our organization, including SDR's Principal-In-Charge, Project Manager, and Site Superintendents. The cornerstone of our approach is the assignment of a strong Project Manager capable of integrating each sub-discipline required as part of this project. The Project Manager will have first-line responsibility for performance. Continuity of tasks will be maintained by the Project Manager's oversight of and participation in all contract activities.

By the close of business each day of the contract, the Project Manager will submit a report with the following to the Contracting Officer:

- Contract number
- Daily and cumulative hours for each piece of equipment and personnel
- By unit cost or daily and cumulative CY removed

Southern Disaster Recovery

# MOBILIZATION AND OPERATIONS PLAN

## READINESS – RESPOND - RECOVER

SDR will reconcile all units of work daily, thereby reducing the occurrence of erroneous or disputed data later in the project, and commits to the following:

- Maintenance of recovery process documents
- Preparation of written and oral status reports as requested by the City
- Assistance with claim document preparation as required by the FEMA Public Assistance Program for submittal to the state and the FEMA Public Assistance program

### DEBRIS TAKEN TO LANDFILL

Should it be more cost effective to transport the eligible debris directly to a permitted landfill for disposal, field procedures will be implemented to ensure that each load ticket prepared at the loading area is properly manifested to the landfill for proper confirmation of truck capacity and disposal information.

### REDUCED DEBRIS/FINAL HAUL OUT TO DISPOSAL FACILITY

The same procedure listed above will be implemented for debris taken to a TDMS. However, during the final haul out, a separate ticket will be issued for the reduced debris hauled to the final disposal site. Documentation will include haul out time, cubic yards, disposal location and time.

### INCIDENT ACTION PLAN

The Incident Action Plan (much like a daily work plan) is the process by which the Debris Management Team (City, Contractor and Debris Monitor) agree to the objectives for the next operational period (day or next series of days); and, by which the rest of the SDR Incident

Management Team ensures the Project Manager has the resources to accomplish the objectives.

### DOCUMENTING AND REPORTING DAMAGE

SDR's ***Customer Service Plan*** is a tiered system consisting of:

Tier 1: Conduct business in a manner that is professional, ethical, and sensitive to the area in which we work, to prevent damage, and to facilitate positive interactions with the public. Should any damage to property or detrimental public interaction occur, our personnel are trained to solve problems speedily to the mutual satisfaction of all parties involved, including the immediate repair of property if necessary.
Tier 2: Adds the inclusion of the Project Manager's in the problem-solving process. Also, any customer service issues, including damage and repairs, are added to the daily situation report, so the entire operation may learn from the activities.
Tier 3: At this level, any issues identified by the City are addressed. The City may have an ongoing citizen complaint system that properly identifies issues and tracks them to resolution. SDR command staff ensures the complaint is included as an action item within the daily Incident Action Plan (IAP) development. All necessary personnel will be apprised of any action items ensure speedy and complete resolution.

### INVOICING AND DATA MANAGEMENT

All our processes and procedures are designed to ensure each project is carried in such a way that the City's federal reimbursement is maximized.

Key elements of our systems include:

- Proper certification of haul vehicles with City signatures and approvals
- Proper field documentation of each load hauled by identifying the precise/certified vehicle, the driver, and location of eligible debris removed
- Proper field documentation of each disposed or reduced load, including disposal location and the safe, permitted operation of that disposal or reduction site location

- Daily reports, which may also include the updated loads-hauled database (if available), to ensure ongoing transparency and communication of work outcomes
- Reports and databases that are fully supported by accurate field documentation

Our project management documentation process also provides for positive identification and control of work on FHWA and other federal aid eligible roads.

The client may choose to utilize the SDR Disaster Recovery Load Ticket to record the debris collected and transported from the rights-of-way to the designated disposal sites. SDR captures 15 key data points described in FEMA's Debris Management Guide. The six-part load ticket allows project participants to accurately maintain documentation of billable activities.

At a minimum, the load tickets used will be posted to a weekly spreadsheet and/or database with both a hard copy and electronic version provided to the client. The following ticket information is included in the database:

- Date
- Preprinted ticket number
- Hauler's name
- Truck number and truck capacity in cubic yards
- Total load percentage, as assigned by the client representative in the tower
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed, or other
- Point of origin for debris collection, time loaded and unloaded, including location of the temporary disposal site

**Since the load ticket data is the basis for invoicing, SDR works with the City's monitoring firm to ensure all data is complete and accurate.**

## TECHNICAL SUPPORT FOR REIMBURSEMENT

In addition to utilizing the industry's best practices for debris removal documentation, SDR will provide comprehensive Public Assistance technical support for reimbursement. SDR's Disaster Recovery Services Director will coordinate and set up all necessary meetings. SDR will meet with the City to review and update the information required for FEMA reimbursement submittals as well as assist with item checklists required for each FEMA category.

SDR's Program Assistance includes:

- Coordination with the City for their submission of the official request for state assistance and FEMA inspection.
- Review of the FEMA Project Worksheet (PW) for accurate scope of work and unit costs.
- Recovery process documentation, including creating a process to capture the daily log and tickets from the field/contractor and data entry of the recovery process. (Perform daily, weekly ticket reconciliation, and final reconciliation of debris removal ticket ledgers and disposal ledgers (TDMS to final disposal), per FEMA requirements. Provide FEMA Category A submittals including final inspection reports.)
- Review project documentation for consistency, compliance, and completeness. Assist with submission of requests for payment, if needed.
- Make recommendations to City representatives for reimbursement tasks.
- Assist the City in negotiations with federal and state agencies and verify completion of work task items for FEMA Category A-B for contract closeout.

Southern Disaster Recovery

# MOBILIZATION AND OPERATIONS PLAN

## READINESS – RESPOND - RECOVER

### PUBLIC NOTICES

SDR will work with City public information efforts to inform residents about disaster recovery, debris management tasks, and how residents can participate in the community's debris management and the expectations for the upcoming period.

SDR will participate in any established joint information center and provide materials and information to ensure the public is aware of debris clearance disaster recovery endeavors.

SDR can provide weekly public notices of the debris removal schedule to keep those affected by the processes informed. All public notices shall be approved by the City prior to release and will contain a description of the proposed work and how debris should be placed in the right-of-way for removal as well as a description of eligible debris and the schedule for removal.

Specific information will include:

- Cleanup instructions
- Status of cleanup
- Locations of drop-off or collection sites
- How to source separate
- Projected cleanup locations for the coming week

SDR will participate with the City with any other public information efforts including providing information for a telephone hotline and/or a flyer to hand out or to be inserted into utility bills/mailouts.

Consistent with the City's desires, available information will include recycling/diversion programs for the disaster debris such as point of collection, hours, materials to be collected, method of collection (drop-off, curbside, bins, etc.).

### Statements for Disaster Debris Information:

The following written statements are given as examples of what we can provide to assist entities with disseminating information to their constituents and are designed to be modified as needed. They may be used in flyers, newspaper articles, or read over television and/or radio. The statements are intended to fit into an overall public information strategy and may be used in conjunction with other messages about the disaster recovery process.

**PERSONAL SAFETY STATEMENTS**

***EVERYONE INVOLVED IN DEBRIS CLEAN-UP IS ENCOURAGED TO WEAR PROPER CLOTHING AND RESPIRATORY PROTECTION****. Protect yourself with gloves, hard-soled shoes or boots, and respiratory masks as necessary. If you have a cut or a scratch that is not healing properly, seek immediate medical attention.*

***POWER EQUIPMENT CAN BE DANGEROUS.*** *If you are not familiar with or haven't operated power equipment such as chain saws or grinders, consider hiring a licensed, qualified contractor to assist you.*

***STAY AWAY FROM UTILITY AND DEBRIS CREWS WORKING IN YOUR AREA.*** *All utility and debris crews working for the City are licensed and qualified for the work they are performing. They maintain safety programs to reduce the occurrence of injuries in their work locations. However, you must stay clear of utility and debris crew operations because of the inherent dangers in operating heavy equipment.*

Southern Disaster Recovery

# MOBILIZATION AND OPERATIONS PLAN

## READINESS – RESPOND - RECOVER

**DEBRIS REMOVAL INSTRUCTIONS**

***HELP SPEED UP DEBRIS REMOVAL*** *by placing debris in the right of way.*

*Follow these key steps:*

- *Keep debris at least three feet from electrical utility poles and boxes, fire hydrants, and water and gas meters.*
- *Separate woody (limbs and leaves) debris; construction and demolition debris and household hazardous waste into separate piles.*
- *Garbage pickup will resume on your regular schedule on _____. Separate garbage from your disaster debris*
- *Call _____ with debris removal questions at _____.*
- *Debris removal will be ending soon, so residents are encouraged to take advantage of the free removal service.*

***DISASTER DEBRIS THAT WILL BE PICKED UP***

- *Woody, vegetative debris: Limb and leaf debris created by the storm event.*
- *Construction and demolition (C&D) debris: Debris such as 2X4's, dry wall, shingles, paneling, insulation, etc. that was created by the storm event. Do not place C&D debris at the roadside if your insurance company pays for a contractor to clear your C&D debris from your home.*
- *White goods: appliances and other household devices that were damaged/destroyed by the storm event.*
- *Household hazardous waste: Material that includes such things as paint, fuels, insecticides, pesticides, sprays with petroleum distillates, etc. These will only be picked up if they are associated with damage from the storm event.*

*Each of these will need to be separate from the other at the roadside. Some of the materials will be processed for recycling and some of these materials will go to immediate disposal. Your assistance is necessary for debris clearance to progress rapidly and correctly.*

***ASSISTANCE WITH PRIVATE PROPERTY DEBRIS REMOVAL***

*Anyone who needs assistance with debris removal, such as senior citizens, and those that need help with activities of daily living may call _____ to schedule a volunteer to assess your needs. Assistance will be provided by volunteer groups working in our area and will be prioritized for those that do not have insurance coverage to pay for the cleanup.*

***FIRST/SECOND/THIRD PASS NOTICE***

*The City's contractor will be in _____(add in neighborhoods or street designations) for a (first/second/third) pass at picking up disaster debris from the road right of way. Only eligible debris will be picked up.*

**NOTE:**

**City should insert the appropriate debris and/or safety statements above to assist residents and business owners with the safe and efficient removal of debris.**

Southern Disaster Recovery

# DISASTER DEBRIS REMOVAL

# SAFETY PLAN

R. Chip Patterson
chip@southerndr.com

# DEBRIS REMOVAL SAFETY

## OSHA Job Related Injuries: Facts and Requirements

Over the past four decades, employers, safety and health professionals, and the Occupational Safety and Health Association (OSHA), along with their state partners, have had a dramatic effect on workplace safety. Worker deaths have decreased on average from about 38 worker deaths per day in 1970 to 14 per day in 2016. Worker injuries and illnesses are down from 10.9 incidents per 100 workers in 1972 to 2.9 per 100 in 2016. Nevertheless, we must remain diligent in our efforts to educate employees on proper work behaviors to ensure the maximum level of safety for all concerned.

OSHA is working with employers and employees to move toward zero injuries and illnesses in U.S. workplaces by utilizing the following criteria:

- Reporting Catastrophes – When a worker is killed in the job and/or three or more workers are hospitalized, the employer covered by OSHA must report to the agency within 8 hours.
- Providing First Aid – Employers who cannot reach a hospital, infirmary, or clinic within a reasonable amount of time must be prepared to provide first aid to workers who experience injuries or illnesses on the job. OSHA requires that first aid supplies be readily available and that someone must be adequately trained to render first aid.
- Recording Injuries and illnesses – Most employers in high hazard industries are required to keep records of injuries and illnesses experienced by their employees. Those with 10 or fewer employees are exempt from recordkeeping requirements in most cases.
- One of the hallmarks of an effective safety and health management system is a commitment to investigate EVERY incident that results in a worker injury or illness, including the near-misses. By immediately following up, employers can identify root causes and take corrective steps to prevent future problems.

When it comes to injuries and illnesses, the best defense is a good offense – a pro-active safety and health management systems that focuses on finding and fixing hazards before they can lead to problems.

*Proper safety can mean the difference between no injuries, a minor injury, and a major incident with severe injuries or even death.*

## Safety During Disaster Cleanup and Recovery

Hurricanes and major storms often result in widespread flooding and damage to property and infrastructure. Clean up and recovery activities involve hazards that can cause serious injuries or death.

- It is important that you assess the potential for hazardous conditions and/or exposures *before* you engage in any cleanup activities.
- Based on initial assessment of hazards, employers need to provide workers with the appropriate personal protective equipment (PPE), training, and information to safely perform the work.
- Workers' Rights – The Occupational Safety and Health Act of 1970 (OSHA Act) was passed to prevent workers form being killed or seriously harmed at work. The law requires that employers provide their employees with working conditions that are free of known dangers. OSHA sets and enforces protective workplace safety and health standards. Workers may file a complaint to have OSHA inspect their workplace if they believe their employer is not following OSHA standards.

## OHSA provides the following hazards and safety measures:

| | Possible Hazards | Protective Measures |
|---|---|---|
| Contaminated Floodwaters | • Bacteria and other infectious organisms (from sewage) in water and soil.<br>• Toxic substances from flooded industrial and waste sites.<br>• Mold and fungi in the air.<br>  | • Ventilate enclosed spaces with fresh air.<br>• Assume that floodwater is contaminated unless proven otherwise.<br>• Allow only trained workers with the proper personal protective equipment to clean up toxic chemicals, other hazardous waste, and mold.<br>• Be up-to-date with a tetanus shot (within the last 10 years).<br>• Discard water-damaged and visibly contaminated materials.<br>• Use waterproof boots, latex or rubber gloves and other protective clothing. Consider using special chemical-resistant outer clothing and protective goggles.<br>• Use an N-95 NIOSH-approved disposable respirator, at a minimum, when handling mold-contaminated materials.<br>• Keep an adequate supply of clean water available for drinking and washing. |
| Downed Power Lines | • Burns and electrocution from contact with energized lines or objects, including tree limbs, in contact with downed power lines. | • Assume that all power lines are live or energized.<br>• Establish and clearly mark a danger zone around downed lines. Stay at least 10 feet from all downed lines.<br>• Allow only properly trained and equipped workers to repair electrical wires. |
| Tree Trimming and Debris Removal | • Electrocution from contact with power lines or tree limbs in contact with power lines.<br>• Being struck or crushed by falling tree limbs.<br>• Injuries from equipment, such as chain saws and chippers.<br>• Strains and sprains from lifting or moving tree limbs and other debris. | • Contact the utility company to de-energize and ground or shield power lines. All tree trimming/removal within 10 feet of a power line must be done by trained tree trimmers.<br>• Establish and clearly mark a danger zone where tree debris may fall onto workers. Stay alert at all times.<br>• Use work gloves, a hard hat, work boots, hearing protection and eye/face protection. Wear chaps when using a chainsaw.<br>• Watch out for chainsaw kickback. Do not cut with saw tip.<br>• Do not get too close to a chipper. Never reach into an operating chipper.<br>• Use mechanical equipment to lift heavy objects. If not possible, use extra people and proper lifting techniques. |

(Continued on next page)

| | Possible Hazards | Protective Measures |
|---|---|---|
| Falls | • Falls from aerial lifts, ladders, roofs, and other elevated work surfaces.<br>• Slippery and uneven working surfaces that can create injuries due to slips, trips and falls. | • Use safe procedures to prevent aerial lift tip-overs. Use a body harness or restraining belt with a lanyard attached to the boom or basket of the lift.<br>• Use proper ladder safety (e.g., set on firm and stable ground, maintain "three-point" contact, do not stand on top rung).<br>• Be aware of wet or slippery surfaces, obstacles, or uneven surfaces on the site. |
| Portable Generators | • Shocks and electrocution from gas- and diesel-powered generators.<br>• Toxic carbon monoxide (CO) from generator exhaust.<br>• Fires from improper refueling and fuel storage. | • Never run a portable generator inside a house or in an enclosed space like a garage.<br>• Inspect electric cords to ensure they are in good condition and free of defects. Use a ground-fault circuit interrupter (GFCI).<br>• Ensure that spaces where generators are used are properly ventilated.<br>• Shut down the generator before refueling. Never store fuel or the generator indoors. |
| Work Zones | • Transportation incidents (injuries and deaths) in work zones where workers are struck by moving vehicles and mobile equipment. | • Wear high-visibility clothing and headwear compliant with ANSI/ISEA 107-2004.<br>• Use proper traffic controls (i.e., signs, cones, barriers).<br>• Use proper lighting, flaggers and worksite communications.<br>• Make sure that vehicle operators are properly trained.<br>• Always use seat belts and rollover protection. |
| Construction Activities | • Exposure to asbestos-contaminated materials during the demolition of buildings and structures.<br>• Spaces with limited access, suffocation hazards, or which are confined spaces.<br>• Trenching and excavation accidents (cave-ins).<br>• Risk of back, knee and shoulder injuries from manual lifting and handling of building materials and fallen tree limbs. | • Properly select and use PPE (personal protective equipment) which may include respiratory protection, along with other procedures detailed in 29 CFR 1926.1101.<br>• Do not enter permit-required confined spaces without training and a permit to enter. See 29 CFR 1910.146 for more information.<br>• Prevent cave-ins by benching, sloping, shoring, or shielding the soil. See 29 CFR 1926.651 and 1926.652 for more information.<br>• Use proper lifting techniques and teams of two or more to move bulky or heavy items. |

## Work Zone Traffic Safety

There must be a traffic control plan for the movement of vehicles in areas where there are also workers conducting other tasks. The authority in charge: federal, state, or local, will determine the configuration of the temporary traffic control zone for motorists and pedestrians. The project manager will determine the internal traffic control plan within the construction/demolition worksite.

- Signs – standard highway signs for information, speed limits, and work zones will assist drivers in identifying, in designated traffic paths.
- Traffic Control Devices – standard traffic control devices, signals, and message boards such as cones, barrels, barricades, and delineator posts will instruct drivers to follow a path away from where work is being done.
- Flagging - Flaggers and others providing temporary traffic control should wear high visibility clothing with a background of fluorescent orange-red or yellow-green and retroreflective material of various colors. These will make the worker visible against the background for at least 1,000 feet from any direction.
- Drivers should have advanced warning with signs that there will be a flagger ahead. Flaggers should use STOP/SLOW paddles, paddles with lights, or flags.
- Lighting – Flagger stations should be illuminated. Lighting for workers on foot and equipment operators is to be at least 5 foot-candles or greater. Where available lighting is not sufficient, flares or chemical lighting should be used. Glare affecting workers and motorists should be controlled or eliminated.
- Driving – Seat belts and rollover protection should be used on equipment and vehicles as stated by the manufacturer.

## Flagger Safety

As a flagger, you have a crucial job to do. Safely controlling the flow of traffic around services vehicles and work sites ensures the safety of the operators, equipment and passing motorists. You must tell them when they need to stop, slow down or the direction in which they should proceed.

Basic rules for flagger safety are:

- Stay alert. Keep your mind on your job.
- Stand on the shoulder. Stay off the roadway and out of the way of traffic.
- Face traffic—so you can check the path and speed of approaching vehicles.
- Protect yourself.
- Have an escape route planned.
- Leave your post ONLY when you have been relieved.
- Always wear high-visibility safety apparel that meets the requirements of ANSI/ISEA 107-1999 for class 2 risk exposure. All workers on a Federal-Aid or Texas state highway must wear safety apparel that meets the requirements of ANSI/ISEA 107-2004 for Class 2 or Class 3 exposure: A hardhat, safety footwear, and safety eyewear is also recommended.

For your safety, you should pay close attention to the flow of traffic, and to the placement and condition of signs and other traffic control devices. Be especially alert for the following:

- Unusual driving behavior, such as sudden braking and stopping.
- Skid marks, a warning sign of motorist confusion.
- Signs and other traffic control devices out of place.
- Faded, stained or damaged signs and other traffic control devices.
- Traffic problems caused by the weather or by changed road or pavement conditions.
- For your safety, report all problems to your supervisor immediately. Traffic control adjustments may be needed.

For your safety, it is extremely important for drivers to see you in time to respond to your signals and to stop at the intended stopping point. To make certain the motorists see you, stand out from your surroundings and:

- Stand alone, not with other workers.
- Do not stand in the shade.
- Do not stand in front of construction equipment or signs.
- Keep your vehicle away from your flagger station.

| Speed | Distance |
|---|---|
| 20 mph | 115 feet |
| 25 mph | 155 feet |
| 30 mph | 200 feet |
| 35 mph | 250 feet |
| 40 mph | 305 feet |
| 45 mph | 360 feet |
| 50 mph | 425 feet |
| 55 mph | 495 feet |
| 60 mph | 570 feet |
| 65 mph | 645 feet |
| 70 mph | 730 feet |
| 75 mph | 820 feet |

## Personal Protection Equipment (PPE)

Using personal protective equipment (PPE) is often essential but is generally the last line of defense after engineering controls, work controls, and administrative controls.

- Protection from head injuries – hard hats can protect from head impact, penetration injuries and electrical injuries such as falling or flying objects, fixed objects or contact with electrical conductors.
- Protection from foot and leg injuries – foot guards, safety shoes, industry leggings protects from falling or rolling objects, sharp objects, wet and slippery surfaces, molten metals, hot surfaces and electrical hazards.
- Protection from eye and face injuries – goggles, face shields, and spectacles with side shields protect against flying fragments, large chips, hot sparks, optical radiation, splashes, sand, dirt, mists, dusts and glare.
- Protection from hearing loss – high noise levels can cause irreversible hearing loss or impairment.
- Protection from hand injuries – protects against harmful substances, severe cuts and lacerations, severe abrasions, chemical burns, thermal burns and harmful temperature extremes.
- Protection from respiratory injuries – appropriate and properly fitted respirators and masks must be worn at times to protect against harmful dusts, fumes, fogs, mists, gases, smokes, sprays or vapors.

**Note: Required respirators must be NIOSH-approved and medical evaluation and training must be provided before use.*

## OSHA Hurricane Cleanup PPE Matrix

- Workers engaged in hurricane cleanup and recovery activities may be exposed to a variety of hazards. A comprehensive list of potential hazards and controls are provided in OSHA'S Hurricane Matrix to assist employers in determining the PPE needed for specific task.
- In addition to PPE, proper sanitation and hygiene are essential for minimizing the spread of contaminants and disease. Hand washing is a critical component of good hygiene. In the absence of suitable facilities, workers should be provided with hand sanitizer.
- It is essential that employers and employees assess each site and operation individually to determine the actual or potential hazards based on site-specific conditions. Employees must always be trained to recognize hazards and take necessary precautions.
- Workers relying on PPE must be trained to recognize these limitations, as well as the safe ways to put on and remove PPE, properly store it, take care of it, and when it's time to replace it.

| PPE / Task | | Normal Cleanup Activities | Working in Wet Conditions | Working with Chain Saws | Working Near/Over Water | Working at Heights Over 6 ft. | Working Near Loud Noise |
|---|---|---|---|---|---|---|---|
| Head | Hard Hat | X | X | X | X | X | X |
| Eyes | Safety Glasses | X | | X | X | X | X |
| | Safety Goggles | | X | | | | |
| Face | Face Shield | | | X | | | |
| Ears | Hearing Protection | | | X | | | X |
| Hands | Work Gloves | X | | X | X | X | X |
| | Latex/Rubber Gloves | | X | | | | |
| Body | Hi-Visibility Garment | X | X | X | X | X | X |
| | Impervious Body Suit | | X | | | | |
| | PFD and Life Ring | | | | X | | |
| | Chaps | | | X | | | |
| | Fall Protection | | | | | X | |
| Feet | Steel Toe Boots | X | | X | X | X | X |
| | Waterproof Boots | | X | | | | |
| Other PPE | Workboat/Skiff | | | | X | | |

Respiratory Protection: The employer must assess site-specific conditions for potential respiratory contaminants and protection.

- Where mold is known to be or potentially may be present, use an approved respirator. See the OSHA fact sheet (OSHA FS-3619).
- Where asbestos is known to be or potentially may be present and disturbed, higher levels of protection are required. In addition, the requirements of OHSA's Asbestos standard, 29 CFR 1910.1001, also need to be followed.
- Where chemical contaminates are present, such as organic chemicals, different cartridges or filters are required depending on the chemical.

- Common respirators do not protect workers from carbon monoxide (CO), which is present in the exhaust from generators and other internal combustion engines.
- Training regarding the limitations of respirators, proper fitting, when they should be replaced, and medical considerations for the user is essential.

## Vehicle Safety

It is the responsibility of the user/operator to read and understand the safety and users' manuals for the vehicle and equipment in which they are operating. Safety policies and procedures protect the individual

operator, the employer and the people around you. A copy of the user's manual must be kept in the vehicle at all times as a reference guide.

- Equipment required - User manual, chock blocks (2), fire extinguisher, traffic cones w/stripes (4), first aid kit, full body harness, lanyard - < 2" in length, appropriate protective clothing. Loose fitting clothing, hair and the like must be restrained to prevent accidental introduction into electrical or mechanical.
- Additional safety equipment includes a portable radio for communication when operator is alone, safety glasses for face shields if required, head protection, and equipment and tools used on the work site must be compatible with the environment.

## Vehicle Safety - Vehicle Inspection

Daily safety checks – As required, the operator of the vehicle for that particular day shall conduct a *"safety circle check"* of the vehicle to determine hazards, identify damage and leaks and report same to the vehicle maintenance supervisor.




A quick walk-around inspection will help you identify safety-related problems before you begin your trip.
*– Courtesy of Evergreen Safety Council*

## Daily check shall include but is not limited to:

- A visual inspection of the vehicle exterior, including: broken, damaged, loose or missing parts, tire bulges, cuts and pressure, oil and hydraulic leaks; weld integrity, such as cracks and rust, lighting (beam, directional and safety), all required decals and stickers on or around the articulating boom must be in place, legible and understandable. A complete vehicle inspection form and the identified deficiencies shall be provided to the Supervisor or the Vehicle Maintenance Department as soon as possible for corrective action.
- Vehicle placement and operation – prior to starting the vehicle walk around to verify safe operation; remove cone from the front or rear of the vehicle depending on weather you are backing or heading in a forward direction; whenever possible (in accordance with vehicle safety policy) a "spotter" shall be used when the vehicle is being set into reverse.

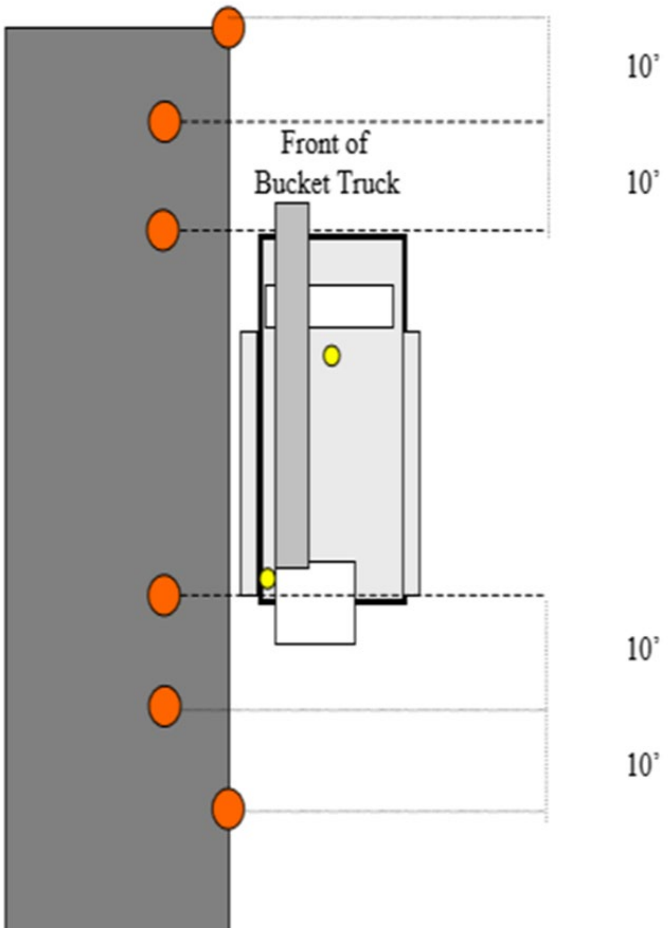
## Work Site Safety (vehicle related):

- Identify the most level grade from which to operate – the slope should not exceed 5 degrees. If operation of bucket must be performed on an include > 5 degree, then the bucket shall only be sued on the high side of the vehicle.
- Set emergency brake - the aerial platform should not operate until the brake has been engaged.
- Position both wheel chocks, one on each side of the tire
- Set barricades and cones around the vehicle. If the operator will be working in a pedestrian area then barricades, "Caution" tape or fencing shall be utilized; cones are NOT permitted.
- Maintain proper distance from electrical power lines
- Do not operate an articulating boom if the wind gusts exceed 30 mph and/or there is or could be an electrical storm.
- Verify that the area under and around the work site is free of passers-by.
- Check out overhead clearances – building design, fixtures and set-up, equipment, lights, sprinkler heads and tree limbs.

## Traffic Safety and Cone Placement:

- Special planning for traffic control is necessary on a case by case basis. Maintenance work that takes place either on or near the roadway creates a potentially hazardous situation, which shall require the use of traffic controls. It is the responsibility of the person in charge or their designee to establish and maintain safe and efficient controls.
- All necessary traffic control devices shall be installed before maintenance work begins and must be maintained during the entire work period
- Traffic control devices (i.e. barricades, cones etc.) provide proper drivers with sufficient advanced warning, provide proper protection for the motorists and our employees and advise motorists of proper travel path
- When parked, a cone shall be placed at the rear of the vehicle when the truck will be backed up or out of spot and at the front of the vehicle when the truck will be driven forward.
- The Speed Limit on Campus is 15 mph, therefore a minimum of (2) cones shall be placed behind and in front of the bucket truck when use in the street is required and each cone must be separated by a distance of not less than 10".

## Vehicle Safety: Cone Placement




## Crane, Boom and Bucket Truck Safety

As reported in the 2012 Safety Leader's Discussion Guide, the average number of incidents involving the use of cranes killed 50 US workers per year.

Although OSHA may exempt knuckle boom and articulating boom trucks that make deliveries to construction sites form the stringent regulations affecting cranes, companies using these trucks still must take steps to ensure safe use.

It's important that we empower and authorize the operator to refuse to make any lift that he or she determines he or she cannot make safely.

## Acceptable Lift Conditions

- Position the boom truck in a manner that the boom will maintain a minimum of 10 feet from the power lines or 10 feet, plus 4 inches for ever increase in 10Kv Power intensity.
- Position the boom truck in a manner which ensures stability. (For example. Both stabilizers can fully extend and lower; the surface is such that the operator can use the stabilizers with or without additional padding, etc.)
- Position the boom truck in a manner to avoid striking any object or person.

## Unacceptable Lift Conditions

- DO NOT position the boom truck in a manner that the boom cannot maintain the required distance specified by OSHA.
- DO NOT position the boom truck in a manner in which the operator cannot ensure stability. (For example, both stabilizers cannot fully extend and lower; the surface is so soft that the operator cannot use the stabilizers even with additional padding, etc.
- DO NOT position the boom truck in a manner in which the operator cannot avoid striking an object or person.
- The wind is judged to be blowing hard enough to prevent a safe lift.
- Any other situation in which the operator does not believe he or she can run the boom truck safely.

## Critical Lift Conditions

The National Institute for Occupational Safety and Health (NIOSH) and others have identified certain types of hoisting operations that require special considerations to ensure worker safety. The operator judges if the wind is blowing hard enough to affect the safety of the lift. A critical lift generally identifies hoisting operations for which the margin for error is reduced. A critical lift occurs when either one or both of the following conditions exist:

- A lift that exceeds 75 percent of the rated capacity of the crane or derrick.
- Requires the use of more than one crane or derrick.

Bucket trucks are used in many industries and can be seen alongside roads every day. These trucks come in a variety of sizes and shapes, each designed to help you complete your work in a comfortable, safe, and efficient manner. While your bucket truck can make your job easier to complete, it is still a large piece of equipment with many inherent hazards including tip overs, falling objects, danger of electrocution and falls. Bucket truck operators must be trained to use them properly and comply with the OSHA standard for aerial lifts (1926.453).

## Safety Tips

- The operator of the vehicle should conduct a safety/circle check of the vehicle to determine hazards, identify damage and leaks
- The daily check includes but is not limited to a visual inspection of the vehicle exterior, including: broken, damages or loos parts; tire bulges, cuts and pressure; oil and hydraulic leaks; weld integrity such as cracks and rust; lighting, all required decals and stickers on or around the articulating boom must be in place legible and understandable.
- Do not park on uneven ground.
- Keep an eye out for drops offs, holes and debris.
- Do not operate the boom if wind gusts exceed 30 mpg or there is a threat of an electrical storm.
- Set emergency brake.
- Position wheel chocks.
- Look out for overhead obstructions.
- Always keep feet on the floor of the bucket.
- Do not sit, stand or climb on the edge of the basket.
- Do not try place any item in the bucket for the purpose of increasing work height (ladders, step stools).
- Do not try to climb down from the bucket when it is raised.
- Make sure the bucket floor is clear of debris.
- ALWAYS WEAR FALL PROTECTION!

- Do not push or pull anything while raised in the bucket.
- Do not carry ladders, etc. in bucket
- Do not exceed the load capacity.
- Do not move the truck when bucket is raised.
- Make sure outriggers are positioned properly.
- Never use the bucket truck as a crane.
- Watch for traffic and beware of blind spots when driving the truck – take it SLOW.
- Travel very slow on bumpy or sloped ground and when driving near other workers or pedestrians.
- Never leave a truck unattended unless the key is taken out and the truck is secured from unauthorized users.
- Never refuel the truck when the engine is running.
- NEVER USE A DAMAGED MACHINE!

## Tree Care Work: Falls and Falling Object Hazards

***Falling Object Incident:***

A tree care worker was dragging trimmed branches to a mobile wood chipper. A second worker, a trimmer, was working from a mobile bucket truck. The trimmer was piecing out a large maple tree

scheduled for removal from the rear of a residence. The trimmer cut a piece of a limb that was approximately one foot in diameter and 20 inches long. When the limb fell, it struck the tree care worker on the head, killing him. An investigation of this incident determined that ground personnel should not have been in the tree- trimming area, or “drop zone”, while the trimmer was performing overhead work. The employer was required to establish a system of verbal and visual communications that the trimmer could use to inform ground personnel to stand clear when an overhead hazard existed.

***Fall Incident:***

A worker climbed a large hickory tree to remove the top of the tree. After he cut one section off the top of the tree and was roping down a second section, the trunk of the tree he was working from snapped in half. This caused the worker and the entire top of the tree to fall approximately 65 feet to the ground, killing the worker. The employer could have prevented this incident by performing a preliminary examination of the tree before starting work. A thorough preliminary examination would have shown that the tree could not support the forces resulting from rigging and roping down cut tree sections.

## Tree Care Work Hazard Prevention

- Assess the work site for all and falling object hazards – Assess the sloped ground where ladders or equipment will be used to prevent falls from equipment overturns and ladder slippage: nearby overhead objects or structures; and weather-related hazards.
- Determine if rigging is necessary and, if so, that workers can use it safely.
- Determine if workers will need to climb or use areal lifts. Make sure that ladders and lifts are securely positioned and in good condition.
- If workers cannot remain at least 010 feet from electric lines to perform tree care operations, contact the utility company to de-energize and ground the lines.
- Establish and mark drip zones with equipment, such as cones, where there is a hazard of objects falling.

- Ensure that all workers follow safety training procedures when entering the drop zone.
- Ensure that ground workers maintain a distance away from the tree-felling operations that is at least two times the height of the tree.
- When using a rope to fell a tree, workers must be at a distance of at least one-and-a-half times the height of the tree being felled.
- Establish a visual or audible communication system between overhead workers and workers on the ground before starting rigging operations for piecing out the tree. They system must effectively communicate when employees who are beneath overhead tree workers should stand clear of the drop zone, and when it is safe to approach a drop zone.
- Provide traffic and pedestrian traffic control around the jobsite prior to the start of the tree care operation.
- Have emergency procedures in place prior to the start of the tree care operation.

## Tree Trimming Hazard Prevention

- Determine the felling direction and how to deal with forward lean, back lean, and/or side lean.
- Provide a retreat path so the logger can reach safety while the tree is falling.
- Determine the proper hinge size to safely guide the tree in it's fall.
- Look out for hazards and make sure you know where everyone is located.
- Always use proper PPE as recommended by the manufacturer
- Broken or hanging branches, attached vines, or a dead tree that is leaning.
- If you must cut a dead tree, be careful. The top could break off.
- If the tree is broken and under pressure, make sure you know which way the pressure is going. If not sure, make small cuts to release some of the pressure before cutting up the section.
- Be careful of young trees that other trees have fallen against. They act like spring poles and can propel back. (Many professional loggers have been hurt in this manner.)
- A tree may have not fallen completely to the ground and be lodged against another tree. Extreme care must be taken to safely be taken to safely bring the trees to the ground.
- If possible, avoid falling into other trees or objects. Don't turn your back on the tree as it fills and hide behind a standing tree if possible.
- As trees fall through other trees or objects, branches and objects may get thrown back towards logger.
- More people are killed while felling trees that during any other logging activity.

## Cleanup Hazards – Floods

- Cleanup work of any kind is hazardous, but flood conditions make it even more so. Following the procedures listed below will help to keep you safe and healthy while cleaning up after natural disasters that involve flooding.
- Healthy tips – take frequent rest breaks when lifting heavy, water-laded objects. Avoid overexertion and practice good lifting techniques. To help prevent injury, use teams of two or more to move bulky objects; avoid lifting any materials that weigh more than 50 pounds per person, and use proper automated lifting assistance devices if practical.
- Be sure that a first aid kit is always available to disinfect any cuts or abrasions and wrap them in protective dressings.
- Use a wooden stick or pole to check flooded areas for pits, holes and protruding objects before entering.
- Conduct a preliminary worksite inspection before entering a flooded or formerly flooded building. Be sure all buildings have been examined and certified as safe before working around or in them.
- Have plenty of clean water available for eyewash and other first-aid treatments.
- Washouts, trenches, excavations, and gullies must be supported, or their stability verified prior to entry.

- All trenches should be supported (e.g. with a trench box); if no support is available, the trench must be sloped at the proper angles for the ground/soil type.
- Establish a plan for contacting medical personnel in the event of an emergency.
- Report any obvious hazards to appropriate authorities
- Use life vests when engaged in activities that could result in deep water exposure.
- Use extreme caution when handling containers holding unknown substances or known toxic substances.
- DO NOT use improvised surfaces (e.g., refrigerator racks) for cooking food or for boiling water to avoid exposure to heavy metals.
- Always wear watertight boots with a steel toe and insole, gloves, long pants, hard hat and safety glasses. Sneakers should not be warning because they will not prevent punctures, bites or crush injuries.

## Working Safely Around Downed Electrical Wires

Electrical hazards exist in some form in nearly all occupations. However, those hazards multiply for workers involved in cleanup and recovery efforts following major disasters and weather emergencies. One particular life-threatening danger exists around downed and low-hanging electrical wires.

Safety First – above all else, always consider all equipment lines and conductors to be energized. Be cautious and if you notice downed wires or damaged electrical equipment, contact appropriate utility personnel. Remember that circuits do not always turn off when a power line falls into a tree or onto the ground. Even if they are not sparking or humming fallen power lines can kill you if you touch them or even the ground nearby.

Energy – Downed wires can energize other objects, including fences, water pipes, bushes and trees, buildings, telephone/CATV/fiber optic cables and other electric utilities. Even manhole castings and reinforcement bars (re/bar) in pavement can become energized by downed wires. During storms, wind-blown objects such as canopies, aluminum roofs, siding, sheds, etc., can also be energized by downed wires.

Back feed – When electrical conductors are inadvertently energized by other energy sources, back feed occurs. Some of those sources include: circuit ties/switch points, lightning, generators and downstream events Simply testing for energy sources is not sufficient since hazardous electrical events can happen without warning. Ensure that proper lockout/tagout procedures are always followed.

## Rules to live by:

- Do NOT assume that a downed conductor is safe simply because it is on the ground or is not sparking.
- Do NOT assume that all coated, weather-proof or insulated wire is just telephone, television or fiber-optic cable.
- Low-hanging wires still have voltage potential even if they are not touching the ground. So, “don’t touch them.” Everything is energized until tested to be de-energized.
- Never go near a downed or fallen electric power line. Always assume that it is energized. Touching it can be fatal.
- Electricity can spread outward through the ground in a circular shape from the point of contact. As you move away from the center, large differences in voltages can be created.
- Never drive over downed power lines. Even if they are not energized, downed lines can become entangled in your equipment or vehicle.
- If contact is made with an energized power line while you are in a vehicle, remain calm and do not get our unless the vehicle is on fire. If possible, call for help.

- If you must exit any equipment because of fire or other safety reason try to jump completely clear, making sure that you do not touch the equipment and the ground at the same time. Land with both feet together and shuffle away in small steps to minimize the path of electric current and avoid electrical shock. Be careful to maintain our balance

## Trenching and Excavation Safety

Two workers are killed every month in trench collapses. The employer must comply with the trenching and excavation requirements of 239 CFR 1926.651 and 1926.652 or comparable OSHA-approved state plan. An excavation is any man-made cut, cavity, trench, or depression in an earth surface formed by earth removal. Trench excavation means a narrow excavation (in relation to its length) made below the surface of the ground; in general, the depth is greater than the width.

Cave-ins pose the greatest risk and are much more likely than other excavation-related accidents to result in worker fatalities. Other potential hazards include falls, falling loads, hazardous atmospheres, and incidents involving mobile equipment. *One cubic yard of soil can weigh as much as a car. DO NOT enter an unprotected trench.

Trenches 5 feet deep or greater require a protective system unless the excavation is made entirely of stable rock. Trenches 20 feet deep or greater require that the protective system be designed by a registered professional engineer or be based on tabulated data prepared and/or approved by a registered professional engineer in accordance with 1926.652(b) and (c).

OSHA standards require that employers inspect trenches daily and as conditions change by a competent person before worker entry to ensure elimination of excavation hazards. A competent person is an individual who is capable of identifying existing and predictable hazards or working conditions that are hazardous, unsanitary, or dangerous to workers, soil types and protective systems required, and who is authorized to take prompt corrective measures to eliminate these hazards and conditions.

OSHA standards require safe access and egress to all excavations, including ladders, steps, ramps or other safe means of exit for employees working in trench excavations 4 feet or deeper. These devices must be located within 25 feet of all workers.

- Trenching and Excavation Safety
- Keep heavy equipment away from trench edges.
- Identify other sources that might affect trench stability.
- Keep excavated soil (spoils) and other materials at least 2 feet from trench edges.
- Know where underground utilities are located before digging.
- Test for atmospheric hazards such as low oxygen, hazardous fumes and toxic gases when greater than 4 feet deep.
- Inspect trenches at the start of each shift.
- Inspect trenches following a rainstorm or other water intrusion.
- Do not work under suspended or raised loads and materials.
- Inspect trenches after any occurrence that could have changed conditions in the trench.
- Ensure that personnel wear high visibility or other suitable clothing when exposed to vehicular traffic.

## Trenching and Excavation Safety - Protective Systems

- Designing a protective system can be complex because you must consider many factors: soil classification, depth of cut, water content of soil, changes caused by weather or climate, surcharge loads (e.g., spoil, other materials to be used in the trench) and other operations in the vicinity.
- Benching – a method of protecting workers from cave-ins by excavating the sides of an excavation to form one or a series of horizontal levels or steps, usually with vertical or near vertical surfaces between levels. Benching cannot be done in Type C soil.
- Sloping – involves cutting back the trench wall at an angle inclined away from the excavation.
- Shoring – requires installing aluminum hydraulic or other types of supports to prevent soil movement and cave-ins.
- Shielding – protects workers by using trench boxes or other types of supports to prevent soil cave-ins.

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Southern Disaster Recovery

# TAB 4 - AVAILABILITY OF EQUIPMENT

109 White Oak Rd. Greenville, SC 29609 | Office 864-469-9776 | Fax 864-469-9642
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# Modified Equipment List

| Name | Equipment Description | VIN/Serial No. |
|---|---|---|
| 2015 Talbert | Lowboy Trailer | 40FSK5135F1034069 |
| 2016 Kenworth T880 | Road Truck w/26'Forage Trailer | 1NKZLP0XXGJ115213 |
| 2001 Peerless | Live BottomTrailer | 1PLE045241PH52089 |
| 2004 Mack CHN 600 | Road Tractor | 1M1AA18Y44N157606 |
| 2003 Hudson | 10 Ton Equipment Trailer HTD18 | 10NNTDIDX31000045 |
| 2006 International 4000S | Bucket Truck | 1HTMMAAN96H219994 |
| 2019 Kenworth T880 | Road Truck w/30' Trinity Trailer | 1NKZXPEX0KJ282444 |
| 2020 Kenworth T880 | Dump Truck | 1NKZXPEX1LJ358500 |
| 2021 Kenworth T880 | Road Tractor | 1XKZP4TX4MJ447907 |
| 1999 Komatsu | Excavator PC300-6 | A83018 |
| 2016 Volvo Artic Hauler | Off-Road Truck | 740285 |
| Mccloskey | Trommel Screener | 89467 |
| Caterpillar | Wheel Loader IT38G | CSX00780 |
| 2007 Komatsu | Excavator PC200LC-8 | C60323 |
| 2010 Komatsu | WA250-6 Wheel Loader w/ CouplerBuckets & Forks | A76226 |
| 2005 Caterpillar | Track Loader 953C | BBX01052 |
| 2004 McPherson | Air Curtain Incinerator | 5811104 |
| 2014 Komatsu | Excavator PC210LC-10w/42" bucket&thumb | A10410 |
| 2014 Komatsu | Crawler Dozer D39PX-23 | 90319 |
| Reach Fork Lift | Reach Fork lift 6K-34'Diesel FL01-0381 | RS5JV1211550 |
| 2017 Komatsu | Excavator PC170LC-10w/42" bucket & thumb | EJX00253 |
| 2017 CAT | Track Loader 259D | FTL12657 |
| Komatsu | Wheel Loader WA320-7w/bucket | A36081 |

***SDR also has a dedicated fleet of subcontractors with 90+ self-loaders and 60+ bucket trucks.**

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# Optimal Recovery Equipment List

| Type of Equipment | Registration or Serial # | Model Year |
|---|---|---|
| Self Loader | 5KKHAXDV5FPGC2699 | Western Star/2015 |
| Self Loader | 1M2GR4GC8LM018010 | Mack/2020 |
| Self Loader | 2FZXECYB4YAG09380 | Sterling/2000 |
| Self Loader | 2WLPCCCH9SK939591 | Western Star/1995 |
| Self Loader | INKDLBOX43J390471 | Kenworth/2003 |
| Bucket Truck | 3FRNF75N97V467732 | F750/2007 |
| Self Loader | 1NPXL40X2LD705186 | Peterbilt 389/2020 |
| Self Loader | 1NKZL40X7LJ411184 | Kenworth 880/2020 |
| Self Loader | 2FZHAZCV16AV19375 | Sterling 950/2006 |
| Bucket Truck | 1FDNF7DC3JDF05960 | Ford F750/2018 |
| Bucket Truck | 1GDL7C1C05F507483 | GMC C7500/2005 |
| Bucket Truck | 1GDL7H1B6XJ506293 | GMC C7500/1999 |
| Bucket Truck | 1FDAF57FXYEC67621 | Ford F550/2000 |
| Bucket Truck | 1HTSDN2N7PH481365 | International 400/1993 |
| Bucket Truck | 1HTMMAAN64H665128 | International 2004 |
| Bucket Truck | 3FRXF7FC7FV547700 | Ford F750 /2015 |
| Bucket Truck | 3FRXF7FJOFV747963 | Ford F750 /2015 |
| Bucket Truck | 1FDXF7DC7JDF03024 | Ford F750 /2018 |
| Bucket Truck | 1K91AJFD811208016 | Condor /2006 |
| Self Loader | 2NKHLJ7X2JM214400 | Kenworth /2018 |
| Self Loader | 2NKHHJ7X8JM214399 | Kenworth /2018 |
| Self Loader | 1NKDX4EXOKJ299611 | Kenworth 880/2020 |
| Self Loader | 2NKHLJOX5LM376857 | Kenworth 880/2020 |
| Self Loader | 1NKZXEX7MJ463672 | Kenworth 880/2021 |
| Crane | 1GDM7H1J8TJ511842 | GMC 17 TON |
| Crane | 1FVSC5DV8CHBM4010 | Freightliner 50 TON |
| Bucket Truck | 1FVACXFC6KHKF8551 | Freightliner/ 2019 |
| Self Loader | 1NPCX4Ex8LD641716 | Peterbilt 389/2020 |

TSI Disaster Recovery

# Available Equipment

TSI has the ability to respond to emergencies immediately. Our staff has been in the disaster recovery industry for a quarter of a century and has the capacity to mobilize on site before the incident occurs. On various contracts over the years, the TSI staff has removed downed trees during overnight storms to open roadways on an emergency basis and moved derelict vessels that have drifted into navigable waterways creating an extremely dangerous situation for boaters. Our Project Managers are on call 24/7, ready to handle whatever situation arises.

(1) Caroline Skiff 24' 150hp for surveying/crew transport
(1) Sea Ark 20' 90hp for surveying/crew transport
(1) Sea Pro 25' 300hp for surveying/crew transport/towing
(3) Sea Ark 24' 135hp 8,000lb winches for recovery/towing/debris removal
(6) Poseidon Barges spud winch, spuds for working equipment platforms for large excavator, cranes, etc.
(6) Poseidon Barges P1 – 40 X 10 X 5 for canal work.
(1) 48' Steel Vessel 375 Diesel inboard for material/debris transport
(3) 22" steel push boats 300hp for towing/barge tugs
(1) 32' Aluminum Seal push boat, 300 HP engine.
(3) Menzi Muck spyder walking excavators – with attachments A91 4 X 4 M540 A91 Plus
(16) 2,000lb lift bags for shallow water car/vessel recovery
(8) 100,000lb lift bags deep water for heavy recovery
Commercial dive gear including diver-to-diver and diver-to-vessel communication
(3) Peterbuilt tractors
(3) Lowboy trailers
(3) Barge roll-off transporters
(2) 45,000lb cranes
(1) International truck rolloff
5 Conex boxes
Numerous F250/F350 crew trucks
All vessels/equipment/vehicles contain first aid kits.
Fire extinguishers and chemical spill containment kits
Kobelco SK210LC Excavator
Kobelco 2010 S#7007 Excavator
Kobelco SK250 LC Excavator
Kubota KX121-3 Mini Excavator
IHI55 Excavator
(2) Bobcat Mini Excavator
(2) Hydraulic Hammer for Excavator
1999 Komatsu 250 Loader
Komatsu WA200-LY
Bobcat Conversion Attachment

Rake Bucket
JCB 506C T-Scope w/lift Forklift
(2) JCB Forklift 520
509 Forklift/T Handler
2007 Bobcat 4x4 Utility Vehicle
(3) Kubota Utility Vehicle
6-Wheel Low LGP Gator
(3) Crew Side-by-Side
Gradall G3WD
Koring Gradall
CAT CB-214C Roller
Warrior 1800
Extec Screening Plant
(2) Husqvarna K750 Cutoff Saw
K2500 Husqvarna Floor Saw
K40 Ring Saw Partner
Concrete Mixer
Underwater/Scuba Equipment
Light Towers
Trash Pumps
Link Belt Crane
Bobcat T770
T190 Bobcat Compact Load
Komatsu D31P-20 Dozer
JD 650 Dozer
JD 450 Dozer
Powerscreen 400 Jaw Crusher on Tracks
Sany 60ft Excavator
Water Wagon
Sweeper, Wacker Tamp
Newman Wacker
Linkbelt Conveyor
Godwin Pump/Zylem Dewatering Pump
Piranha Pump/Dredge Model PS-165
Compressors
Generators
Hydraulic Clamp Bucket
Shop Tools – Clemmons
CSJ-JM59 Sprayer
Rig for Grout
Air Motor Assembly
Vermeer Chipper
Plate Compactor
(4) Tom 2-3 Yard Swivel Dumper

Forks for Skidsteers
Grove Crane
Hardwood Mats (12x4x20)
(90) Composite Mats (4.25x8x14)
Walk on Barge Mats
Welder – Miller Big 40
Air tools and box
9' HYD Stacking Rake
Plate Compactor

(11) Conveyors
6" Pumps
Chipper
Dumpsters
Doosan 225 Excavator w/hydraulic thumb
Doosan 350 Excavator w/hydraulic thumb
Doosan 3CY Loader w/grapple
2004 Komatsu WA320-S
Takeuchi TL 150 Compact T Loader
Bobcat 7757
Bobcat T190
45'x24" Conveyor
Conveyor Trailer
Dawson EMV-450 Piledriver
Single Axle Military Trailer
53' Utility Trailer
Kaufman Trailer
2006 Gens Trailer
Triple Axel Trailer
Dump Trailer
Tropic Trailer
6x10 Utility Trailer
Equipment Trailer
1999 53' Haulin Trailer
1998 Haulin Trailer
MOT Road Sign Trailer
Army Tank Trailer
Aluminum Communication Trailer

Southern Disaster Recovery

# TAB 5 - PROJECT COST

109 White Oak Rd. Greenville, SC 29609 | Office 864-469-9776 | Fax 864-469-9642
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Note: The vendor must provide their pricing through the designated lines items listed on the BidSync website. **Attachment J: Debris Management Proposal Form**

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 | $ 236.00 | $ 52,628.00 | |
| 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 | $ 191.00 | $ 42,593.00 | |
| 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 | $ 86.00 | $ 19,178.00 | |
| 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 | $ 144.00 | $ 32,112.00 | |
| 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 | $ 150.00 | $ 33,450.00 | |
| 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 | $ 95.00 | $ 21,185.00 | |
| | | | | | **$ 201,146.00** | |
| **Schedule B - Collection of Debris & Hauling to TDMS or Final Destination** | | | | | | |
| 2.01 | **Vegetative Debris Removal - Hauling 25 miles away (50 miles round trip)**<br>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 | $ 7.75 | $ 1,782,500.00 | |
| 2.02 | **C&D & Mixed Debris Removal - Hauling 25 miles away (50 miles round trip)**<br>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 | $ 7.95 | $ 1,828,500.00 | |
| 2.03 | **Canals / Waterways Debris Removal - Hauling 25 miles away (50 miles round trip)**<br>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 | $ 75.00 | $ 17,250,000.00 | |
| 2.04 | **Curbside Separation of Mixed Debris**<br>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 | $ 0.75 | $ 172,500.00 | |
| | | | | | **$ 21,033,500.00** | |
| **Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS** | | | | | | |
| 3.01 | **TDMS Management and Operation**<br>Work as described in Section 1.3.18.5. Per cubic yard of debris hauled into each TDMS. | 130000 | cubic yard | $ 1.00 | $ 130,000.00 | |
| 3.02 | **Vegetative Debris Reduction at TDMS**<br>Work consists of reduction of eligible vegetative disaster related debris through grinding as described in Section 1.3.18.6. | 95000 | cubic yard | $ 2.75 | $ 261,250.00 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 3.03 | **C&D Debris Reduction at TDMS**<br>Work consists of reduction of eligible C&D disaster related debris through compaction as described in Section 1.3.18.6. | 35000 | cubic yard | $ 1.25 | $ 43,750.00 | |
| 3.04 | **Separation of Mixed Debris at TDMS**<br>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 | $ 1.00 | $ 1.00 | |
| 3.05 | **Haul-out of Reduced Vegetative Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip)**<br>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 | $ 8.25 | $ 259,875.00 | |
| 3.06 | **Haul-out of C&D Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip)**<br>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 | $ 8.75 | $ 17,500.00 | |
| | | | | | **$ 712,376.00** | |

| **Schedule D - Additional Hauling Mileage** | | | | | | |
|---|---|---|---|---|---|---|
| 4.01 | **Additional Hauling Mileage - Collection of Debris and Hauling to TDMS or FDS**<br>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 | $ 0.15 | $ 0.15 | |
| 4.02 | **Additional Hauling Mileage - Haul-out of Debris from TDMS to a FDS**<br>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 | $ 0.22 | $ 0.22 | |
| | | | | | **$ 0.37** | |

| **Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps** | | | | | | |
|---|---|---|---|---|---|---|
| 5.01 | **TDMS Remediation**<br>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 | $ 1,300.00 | $ 1,300.00 | |
| 5.02 | **Bagged Ice**<br>Per pound cost, delivered on pallets in 40' semi-trailer load quantities | 1 | pound | $ 0.30 | $ 0.30 | |
| 5.03 | **Bottled Water**<br>Per case cost, 16 ounce bottles in cases of 24 bottles each, delivered on pallets in 40' semi-trailer load quantities | 1 | case | $ 12.50 | $ 12.50 | |
| 5.04 | **ROW White Goods Debris Removal - AC Units Refrigerators and freezers**<br>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 | $ 94.00 | $ 94.00 | |
| 5.05 | **ROW White Goods Debris Removal - Washers dryers stoves ovens & water heaters**<br>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 | $ 45.00 | $ 45.00 | |
| 5.06 | **Dead Animal Removal**<br>Work consists of the removal of dead animal carcasses from the ROW to a City approved FDS. | 1 | each | $ 1.00 | $ 1.00 | |
| 5.07 | **Removal of Hazardous Limbs**<br>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 | $ 96.00 | $ 576,000.00 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 5.08 | **Removal of Hazardous Trees - 6 inch to 12 inch diameter**<br>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 | $ 145.00 | **$ 28,420.00** | |
| 5.09 | **Removal of Hazardous Trees - 12.01 inch to 24 inch diameter**<br>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 | $ 295.00 | $ 295.00 | |
| 5.10 | **Removal of Hazardous Trees - 24.01 inch to 36 inch diameter**<br>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 | $ 390.00 | $ 12,090.00 | |
| 5.11 | **Removal of Hazardous Trees - 36.01 inch to 48 inch diameter**<br>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 | $ 485.00 | $ 485.00 | |
| 5.12 | **Removal of Hazardous Trees - 48.01 inch and larger diameter**<br>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 | $ 625.00 | $ 625.00 | |
| 5.13 | **Removal of Hazardous Stumps - 24 inch to 36 inch diameter**<br>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 | $ 235.00 | $ 235.00 | |
| 5.14 | **Removal of Hazardous Stumps - 36.01 inch to 48 inch diameter**<br>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 | $ 375.00 | $ 4,125.00 | |
| 5.15 | **Removal of Hazardous Stumps - 48.01 inch to 60 inch diameter**<br>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 | $ 490.00 | $ 490.00 | |
| 5.16 | **Removal of Hazardous Stumps - 60.01 inch diameter and above**<br>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 | $ 560.00 | $ 560.00 | |
| | | | | | **$ 624,777.80** | |

| Schedule F - Other Trees, Limbs, & Stumps | | | | | | Attachment J: Debris Management Proposal Form |
|---|---|---|---|---|---|---|
| 6.01 | **Removal of Hazardous Limbs (Non-Eligible) - Hauling 25 miles away (50 miles round trip)**<br>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 | $ 140.00 | $ 140.00 | |
| 6.02 | **Removal of Hazardous Trees (Non-Eligible) - Under 6" in Diameter - Hauling 25 miles away (50 miles round trip)**<br>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 | $ 195.00 | $ 195.00 | |
| 6.03 | **Removal of Hazardous Stumps (Non-Eligible) - Under 24" - Hauling 25 miles away (50 miles round trip)**<br>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 | $ 210.00 | $ 210.00 | |
| 6.04 | **Stump Grinding of Flush Cuts (Non-Eligible) - Under 24" diameter**<br>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 | $ 220.00 | $ 220.00 | |
| 6.05 | **Stump Grinding of Flush Cuts (Non-Eligible) - 24 inch to 36 inch diameter**<br>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 | $ 375.00 | $ 375.00 | |
| 6.06 | **Stump Grinding of Flush Cuts (Non-Eligible) - 36.01 inch to 48 inch diameter**<br>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 | $ 465.00 | $ 465.00 | |
| 6.07 | **Stump Grinding of Flush Cuts (Non-Eligible) - 48.01 inch to 60 inch diameter**<br>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 | $ 540.00 | $ 540.00 | |
| 6.08 | **Stump Grinding of Flush Cuts (Non-Eligible) - 60.01 inch diameter and above**<br>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 | $ 665.00 | $ 665.00 | |
| | | | | | **$ 2,810.00** | |

| | | |
|---|---|---|
| **TOTAL:** | **$ 22,574,610.17** | |

Southern Disaster Recovery

# TAB 6 - OTHER COMPLETED DOCUMENTS

109 White Oak Rd. Greenville, SC 29609 | Office 864-469-9776 | Fax 864-469-9642
www.southerndr.com

City of Pembroke Pines

**(OFFICE USE ONLY)** Vendor # _____

# VENDOR INFORMATION FORM

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 necessary information and documents on an as-needed basis. The City intends for this system to allow for vendors to view their Purchase Orders, Invoices, Checks and other beneficial information in real-time. 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 accountspayable@ppines.com to help facilitate the implementation process.

| MAIN CONTACT INFORMATION | | | | |
|---|---|---|---|---|
| **Company Name (Legal Name as filed with IRS)** | Southern Disaster Recovery, LLC | | | |
| **Doing Business As (DBA)** | N/A | | | |
| **Primary Business Address** | 109 White Oak Road | | | |
| | | | | |
| | | | | |
| | **City:** | Greenville | | |
| | **State:** | SC | **Zip:** | 29609 |
| | **Country:** | US | | |
| **Remit To Address** | 109 White Oak Road | | | |
| | | | | |
| | | | | |
| | **City:** | Greenville | | |
| | **State:** | SC | **Zip:** | 29609 |
| | **Country:** | US | | |
| **Order From Address** | 109 White Oak Road | | | |
| | | | | |
| | | | | |
| | **City:** | Greenville | | |
| | **State:** | SC | **Zip:** | 29609 |
| | **Country:** | US | | |
| **Foreign Entity (Yes/No)** | Yes | | | |
| **Telephone Number** | 864-469-9776 | | | |
| **Primary Company E-mail** | chip@southerndr.com | | | |
| **Fax** | 864-469-9642 | | | |
| **Website** | www.southerndr.com | | | |
| **DUNS** | 078499137 | | | |
| **Independent Contractor (Yes/No)** | Yes | | | |
| **Identification Number** | **SSN:** | | **FID:** | 45-5312400 |

| GENERAL PAYMENT TERMS | | |
|---|---|---|
| **Discount Percent** Defines the discount percentage the vendor extends to your organization. | **Days to Discount** Number of days which payment must be received to claim the discount percent. | **Days to Net** Number of days that the vendor allows before requiring net payment. |
| | | |

City of Pembroke Pines

**(OFFICE USE ONLY)** Vendor # _____

| CONTACT # 1 | | | |
|---|---|---|---|
| **Contact Name (First & Last Name)** | Al McClaran | | |
| **Description/Title/Position** | CEO | | |
| **Phone (Voice)** | 864-469-9776 | | |
| **Phone (Text)** | 864-561-7797 | **Opt In (Y/N):** | Y |
| **Fax** | 864-469-9642 | | |
| **E-mail** | al@southerndr.com | | |

| CONTACT # 2 | | | |
|---|---|---|---|
| **Contact Name (First & Last Name)** | Chip Patterson | | |
| **Description/Title/Position** | VP of Operations | | |
| **Phone (Voice)** | 864-469-9776 | | |
| **Phone (Text)** | 904-334-9690 | **Opt In (Y/N):** | Y |
| **Fax** | 864-469-9642 | | |
| **E-mail** | chip@southerndr.com | | |

| CONTACT # 3 | | | |
|---|---|---|---|
| **Contact Name (First & Last Name)** | | | |
| **Description/Title/Position** | | | |
| **Phone (Voice)** | | | |
| **Phone (Text)** | | **Opt In (Y/N):** | |
| **Fax** | | | |
| **E-mail** | | | |

| MINORITY BUSINESS ENTERPRISE | | | |
|---|---|---|---|
| **MBE Classifications** | **Yes** | **Certifying Agency** | **Expiration** |
| **African American** | N | | |
| **Asian American** | N | | |
| **Disadvantage Business** | N | | |
| **Hispanic American** | N | | |
| **HubZone / Labor Surplus Area** | N | | |
| **Minority Owned Business** | N | | |
| **Native American** | N | | |
| **Small Business Enterprise** | N | | |
| **Veteran Owned Small Business** | N | | |
| **Woman Owned Business** | N | | |

*If you selected "Yes" to any of the above items, please attach proof of certification.*

| GEOGRAPHIC PREFERENCE | |
|---|---|
| **Local Broward County Vendor** | |
| **Local Pembroke Pines Vendor** | |
| **Not a Local Broward County of Pembroke Pines Vendor** | Y |

*Please read and complete the attached "Local Vendor Preference Certification" Form and select the applicable option above.*

| STATE REGISTRATION | |
|---|---|
| **Is your company registered with the State of Florida? (Y/N)** | N |
| **If not, what state is your company registered in?** | South Carolina |

*Please attach the print out from https://dos.myflorida.com/sunbiz/ or the appropriate state showing your active registration and any applicable fictitious names that are registered.*

*City of Pembroke Pines*

**SWORN STATEMENT**
**ON PUBLIC ENTITY CRIMES**
**UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted Southern Disaster Recovery, LLC (name of entity submitting sworn statement) whose business address is 109 White Oak Rd. Greenville, SC 29609 and (if applicable) its Federal Employer Identification Number (FEIN) is 45-5312400. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. My name is Al McClaran (Please print name of individual signing) and my relationship to the entity named above is CEO.

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

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

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

    1. A predecessor or successor of a person convicted of a public entity crime: or

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

City of Pembroke Pines

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

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

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Al McClean

| Bidder's Name/Signature | Company | Date |
|---|---|---|
| | Southern Disaster Recovery, LLC | 05/03/21 |

*City of Pembroke Pines*

# LOCAL VENDOR PREFERENCE CERTIFICATION

## SECTION 1 GENERAL TERM

### LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

**OR;**

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s);** A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

## SECTION 2 AFFIRMATION

### LOCAL PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

☑ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.**

COMPANY NAME: Southern Disaster Recovery, LLC

PRINTED NAME / AUTHORIZED SIGNATURE: Al McClaran

*City of Pembroke Pines*

# VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

## SECTION 1 GENERAL TERM

### VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "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).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a **"Local Pembroke Pines Vendor" (LPPV)** or a **"Local Broward County Vendor" (LBCV)** as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

## SECTION 2 AFFIRMATION

### VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☑ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.**

COMPANY NAME: Southern Disaster Recovery, LLC

PRINTED NAME / AUTHORIZED SIGNATURE: Al McClaran

*City of Pembroke Pines*

## EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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.

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

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

> **"During the performance of a contract 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's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

### SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.

2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.

3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over $25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.

4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.

7. **Traditional marriage** means a marriage between one man and one woman.

**SECTION 2 CERTIFICATION OF CONTRACTOR**

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

☑ **A.** Contractor currently complies with the requirements of this section; or

☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or

☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or

☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption **(Check only one box below):**

☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;

☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the 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. Cash 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 cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;

*City of Pembroke Pines*

☐ **3.** The 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;

☐ **4.** The Contractor is a governmental agency;

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.**

COMPANY NAME: Southern Disaster Recovery, LLC

AUTHORIZED OFFICER NAME / SIGNATURE: Al McClaran

*City of Pembroke Pines*

# VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

## SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

## SECTION 2 AFFIRMATION

☑ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.**

| Authorized Signature | Al McClaran<br>Authorized Signer Name | Southern Disaster Recovery<br>Company Name |
|---|---|---|

*City of Pembroke Pines*

**SCRUTINIZED COMPANY CERTIFICATION**
**PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Al McClaran / CEO, on behalf of Southern Disaster Recovery, LLC,
Print Name and Title — Company Name

certify that Southern Disaster Recovery, LLC:
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

| Southern Disaster Recovery | Al McClaran | CEO |
|---|---|---|
| Company Name | Print Name / Signature | Title |

*City of Pembroke Pines*

## E-VERIFY SYSTEM CERTIFICATION STATEMENT (UNDER SECTION 448.095, FLORIDA STATUTES)

1. Definitions:
   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. 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. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, 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.
3. Contract Termination
   a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
   b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
   c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
   d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
   e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

COMPANY NAME: Southern Disaster Recovery, LLC

PRINTED NAME / AUTHORIZED SIGNATURE: Al McClaran

# CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

## LOBBYING

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 undersigned certifies for itself and its principals 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 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 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; and

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

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

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Al McClaran / CEO
Printed Name and Title of Contractor's Authorized Official

Southern Disaster Recovery, LLC
Contrator / Name of Company

05/03/21
Date

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## DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Signature of Contractor's Authorized Official

Al McClaran / CEO
Printed Name and Title of Contractor's Authorized Official

Southern Disaster Recovery, LLC
Contrator / Name of Company

05/03/21
Date

Standard Form LLL

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| a a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | a a. bid / offer / application<br>b. initial award<br>c. post-award | a a. initial filing<br>b. material change<br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |

| 4. Name and Address of Reporting Entity: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: |
|---|---|
| _✓_ Prime _____ Subawardee<br>Tier_____, if Known:<br>Southern Disaster Recover, LLC<br>109 White Oak Road<br>Greenville, SC 29609<br>**Congressional District, if known:** | **Congressional District, if known:** |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br>CFDA Number, *if applicable*:<br>_____ |
| **8. Federal Action Number,** *if known:* | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):*<br>N/A | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | **Signature:** _____<br>**Print Name:** Al McClaran<br>**Title:** CEO<br>**Telephone No.:** 864-469-9776 **Date:** _____ |

Standard Form LLL

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| a<br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | Al McClaran / CEO<br>a.<br>a. bid / offer / application<br>b. initial award<br>c. post-award | a<br>a. initial filing<br>b. material change<br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |

| 4. Name and Address of Reporting Entity: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: |
|---|---|
| _✓_ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District, if known:** | Southern Disaster Recovery, LLC / 109 White Oak Rd. Greenville, SC 29609<br><br>**Congressional District, if known:** |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*:<br>_____ |
| **8. Federal Action Number,** *if known:* | **9. Award Amount**, *if known:*<br><br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | **Signature:** _____<br>**Print Name:** Al McClaran<br>**Title:** CEO<br>**Telephone No.:** 864-469-9776 **Date:** _____ |

## Supplier: **Southern Disaster Recovery**

### 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: **Southern Disaster Recovery**

STREET ADDRESS: **109 White Oak Rd.**

CITY, STATE & ZIP CODE: **Greenville**

**PRIMARY CONTACT FOR THE PROJECT:**

NAME: **Chip Patterson** TITLE: **VP 0f Operations**

E-MAIL: **chip@southerndr.com**

TELEPHONE: **8644699776** FAX: **8644699642**

**AUTHORIZED APPROVER:**

NAME: **Al McClaran** TITLE: **CEO**

E-MAIL: **al@southerndr.com**

TELEPHONE: **8644699776** FAX: **8644699642**

SIGNATURE: **Al McCLaran**

**B) Proposal Checklist**

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

| | |
|---|---|
| Title Page | Yes ☑ |
| Table of Contents | Yes ☑ |
| Letter of Interest | Yes ☑ |

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 ☑ |
| Attachment F: References | Yes ☑ |
| Tab 2 - Ability | Yes ☑ |
| Attachment H: Financial Work Sheet | Yes ☑ |
| Tab 3 – Project Understanding and Technical Approach | Yes ☑ |
| Tab 4 – Project Cost | Yes ☑ |
| Attachment J: Debris Management Proposal Form | Yes ☑ |
| Tab 5 – Other Completed Documents | Yes ☑ |
| Attachment A: Contact Information Form | Yes ☑ |
| Attachment B: Non-Collusive Affidavit | Yes ☑ |
| Attachment C: Proposer’s Background Information | Yes ☑ |

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

| | |
|---|---|
| Vendor Information Form | Yes ☑ |
| Form W-9 (Rev. October 2018) | Yes ☑ |
| Sworn Statement on Public Entity Crimes Form | Yes ☑ |
| Local Business Tax Receipts | Yes ☑ |
| Veteran Owned Small Business Preference Certification | Yes ☑ |
| Equal Benefits Certification Form | Yes ☑ |
| Vendor Drug-Free Workplace Certification Form | Yes ☑ |
| Scrutinized Company Certification | Yes ☑ |
| E-Verify System Certification Statement | Yes ☑ |
| Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds | Yes ☑ |
| Debarment, Suspension and Other Responsibility Matters | Yes ☑ |
| Minority-Owned Business Enterprise | Yes ☐ |
| Woman-Owned Business Enterprise | Yes ☐ |

| | |
|---|---|
| HUBZone-Certified Small Businesses / Labor Surplus Area Firms | Yes ☐ |

## Supplier: **Southern Disaster Recovery**

City of Pembroke Pines

Attachment B

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the **Owner**,
(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 **Al McClaran**

Title **CEO**

Name of Company **Southern Disaster Recovery, LLC**

## Supplier: **Southern Disaster Recovery**

### 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.

**Southern Disaster Recovery, LLC**

2) At what address was that business located?

**109 White Oak Rd.**
**Greenville, SC 29609**

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

**None**

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

**Yes.**
**Please see Mobilization and Operations Plan.**

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).

**Yes.**
**For the details, Please see the subcontractor plan and list.**

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).

**None**

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.

**None**

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.

**None**

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:

**N/A**

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

**2018 Hurricane Irma:**
**Brevard County, FL; Brevard Beach Berm Restoration Project; Provision of clean, compatible beach sand from upland sources to restore Brevard County Beaches; 235,400 CY.**
**Indian River County, FL; emergency dune stabilization for several communities in Vero Beach.**
**Bradford County, Florida Waterway Debris Removal; hurricane debris removal on 14.7 miles of waterway; Sampson River, Alligator Creek. Barge system to cut and remove debris.**
**2017 Hurricane Irma FL:**
**in a number of FL jurisdictions - City of Deltona, FL; Desoto County, FL; City of Palmetto, FL; City of Arcadia, FL; City of Miami, FL; City of Sarasota, FL; Nassau County, FL; Clay County, FL; Putnam County, FL disaster debris removal, TDMS site mgt, Reduction by grinding, haul-out; 1,369,500 CY**

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.

**Southern Disaster Recovery, LLC**
(Company Name)

**Al McClaran**
(Printed Name/Signature)

## Supplier: **Southern Disaster Recovery**

### 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: **SC Department of Transportation**

Address: **955 Park St.**

City/State/Zip: **Columbia, SC 29201**

Contact Name: **David Cook** Title: **SCDOT Maintenance Director**

E-Mail Address: **cookdb@scdot.org**

Telephone: **803-737-0676** Fax:

**Project Information:**

Name of Contractor Performing the work: **2020 Hurricane Zeta**

Name and location of the project: **Oconee Co. SC**

Nature of the firm's responsibility on the project: **In April of 2020, a strong line of storms went through Oconee County, SC and was later confirmed a tornado.**
**SDR was selected by the South Carolina Department of Transportation (SCDOT) for debris grinding and haul out in Oconee County.**

Project duration: **4/21/2020** Completion (Anticipated) Date: **6/26, 2020**

Size of project: **491,504** Cost of project: **$2,748,000**

Work for which staff was responsible: **Sonny Sims/ Project Manager**

Contract Type: **Primary**

The results/deliverables of the project: **Completed**

### 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: **Dare County, NC**

Address: **1018 Driftwood Dr.**

City/State/Zip: **Manteo, NC 27954**

Contact Name: **Shanna T. Fullmer** Title: **Public Works Director**

E-Mail Address: **shanna@darenc.com**

Telephone: **252-475-5844** Fax:

**Project Information:**
Name of Contractor Performing the work: **2019 Hurricane Dorian**

Name and location of the project: **Debris Removal and C&D, Household Hazardous Waste, White Goods, Debris Management, FEMA PA Reimbursement**

Nature of the firm's responsibility on the project: **Hurricane Dorian made landfall in North Carolina and produced devastating storm surge on the NC Outer Banks islands of Ocracoke and Hatteras. Southern Disaster Recovery supported emergency road opening Hyde County and managed debris removal contracts of Vegetative, C&D Debris, as well as leaner and hanger removal in Dare, Hyde, Currituck and Tyrrell counties. SDR was the prime contractor on the four County contracts and the four municipal contracts. The flood and wind event produced complicated waste streams including white goods/appliances and household hazardous waste. SDR operated 7 TDMS locations and reduced debris by grinding, air curtain incineration and compaction.**

Project duration: **9/30/2019** Completion (Anticipated) Date: **1/23/2020**

Size of project: **111,000** Cost of project: **$2.05 milliom**

Work for which staff was responsible: **Chris Johnson â“ Project manager**
**Chip Patterson â“ Project manager**

Contract Type: **Primary**

The results/deliverables of the project: **Compleied**

## 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: **Hyde County, NC**

Address: **1223 Main St.,**

City/State/Zip: **Swan Quarter, NC 27885**

Contact Name: **Corrine Gibbs** Title: **County Manager**

E-Mail Address: **cgibbs@hydecountync.gov**

Telephone: **252-926-4400** Fax:

**Project Information:**

Name of Contractor Performing the work: **2019 Hurricane Dorian**

Name and location of the project: **Hyde County, NC**

Nature of the firm's responsibility on the project: **Hurricane Dorian made landfall in North Carolina and produced devastating storm surge on the NC Outer Banks islands of Ocracoke and Hatteras. Southern Disaster Recovery supported emergency road opening Hyde County and managed debris removal contracts of Vegetative, C&D Debris, as well as leaner and hanger removal in Dare, Hyde, Currituck and Tyrrell counties. SDR was the prime contractor on the four County contracts and the four municipal contracts. The flood and wind event produced complicated waste streams including white goods/appliances and household hazardous waste. SDR operated 7 TDMS locations and reduced debris by grinding, air curtain incineration and compaction.**

Project duration: **9/6/2019** Completion (Anticipated) Date: **5/7/2020**

Size of project: **101,620** Cost of project: **$3.5 milliom**

Work for which staff was responsible: **Chris Johnson â" Project manager**
**Chip Patterson â" Project manager**

Contract Type: **Primary**

The results/deliverables of the project: **Completed**

**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: **Board of Co. Commissioners of Bradford County, FL**

Address: **945 North Temple Ave**

City/State/Zip: **Starke, FL 32091**

Contact Name: **Wendy Russell** Title: **Emergency Management Deputy Director**

E-Mail Address: **wendy_russell@bradfordsheriff.org**

Telephone: **904-966-6910** Fax:

**Project Information:**

Name of Contractor Performing the work: **2018 Creek Debris Removal**

Name and location of the project: **2018 Creek Debris Removal**
**Alligator Creek & Sampson River Flood Abatement**

Nature of the firm's responsibility on the project: **Following Hurricane Irma in 2017, the Bradford County, Florida Alligator Creek and Sampson River waterways were obstructed with debris and uprooted and/or fallen trees/tree limbs. Southern Disaster Recovery successfully completed not only the original fixed price contract of 14.7 miles of waterway at $1.6 million, but also additional contract amendments, for a total project amount exceeding $2.5 million. The original project began in September 2018 and was to last no more than 220 days. With the added tributaries, the project completion date extended to April 2019.**

**The scope of work mandated that specific criteria be adhered to in order to protect the natural wildlife habitats along the creek and river as well as the properties that bordered the affected areas. Southern Disaster Recovery successfully fulfilled the stringent requirements of the contract with minimal to no impact on the environment.**

Project duration: **8/19/2018** Completion (Anticipated) Date: **4/19/2019**

Size of project: **500 tons** Cost of project: **$2.5 milliom**

Work for which staff was responsible: **Chip Patterson / Project Manager**

Contract Type: **Primary**

The results/deliverables of the project: **Completed**

# 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: **North Carolina DOT**

Address: **105 Pactolus Hwy (NC 33)**

City/State/Zip: **Greenville, NC 27835**

Contact Name: **Jeremy Stroud** Title: **Division 2 Maintenance Engineer**

E-Mail Address: **jdstroud@ncdot.gov**

Telephone: **252-775-6100** Fax:

**Project Information:**

Name of Contractor Performing the work: **2018 Hurricane Florence**

Name and location of the project: **North Carolina DOT**
**Pamlico Co.&Craven Counties**

Nature of the firm's responsibility on the project: **Following landfall of Hurricane Florence in 2018, Southern Disaster Recovery managed debris removal contracts of Vegetative, C&D Debris, Household Hazardous Waste and White goods as well as hazardous leaner and hanger removal. SDR was the prime contractor on five debris removal contracts in North Carolina and South Carolina. We operated 4 TDMS locations during the storm recovery.**

Project duration: **9/30/2018** Completion (Anticipated) Date: **01/23/2019**

Size of project: **150,900** Cost of project: **$4.3 million**

Work for which staff was responsible: **Randy Thompson**

Contract Type: **Primary**

The results/deliverables of the project: **Completed**

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.
Southern Disaster Recovery, LLC

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

**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.

☐ 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) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
109 White Oak Rd.

Requester's name and address (optional)

6 City, state, and ZIP code
Greenville, SC 29609

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**
4 5 - 5 3 1 2 4 0 0

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ [signature] Date ▶ 05/03/21

## 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.*

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# 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

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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."***

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***- 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

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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

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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.