



*City of Pembroke Pines*

**AGREEMENT FOR DISASTER DEBRIS MANAGEMENT SERVICES**

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

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

and

**KDF ENTERPRISES, LLC**, a Limited Liability Company as listed with the Georgia Division of Corporations, authorized to do business in the State of Florida, and with a business address of 370 Mountain View Rd., Springville, AL 35146, hereinafter referred to as "CONTRACTOR". CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH**

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

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

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

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

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



*City of Pembroke Pines*

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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



*City of Pembroke Pines*

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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



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 31<sup>st</sup>, 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 1<sup>st</sup>, 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.



*City of Pembroke Pines*

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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



*City of Pembroke Pines*

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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

*City of Pembroke Pines*

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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.



**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

*City of Pembroke Pines*

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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



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

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

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

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

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

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

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



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

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

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

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

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

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

**6.3.14 No Obligation by the Federal Government:** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.



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

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

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

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

#### **6.3.18.1 Prohibitions.**

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

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

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

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

**6.3.18.1.5** Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or



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

**6.3.18.2 Exceptions.**

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

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

**6.3.18.3 Reporting requirement.**

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

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



CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

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

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

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

## Article 7- Termination

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

**7.1.1 Termination for Convenience.** In the event this Agreement is terminated or cancelled upon the request and for the convenience of CITY, CITY shall reimburse CONTRACTOR for actual work satisfactorily completed. In the event this Agreement



*City of Pembroke Pines*

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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



*City of Pembroke Pines*

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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
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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



*City of Pembroke Pines*

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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.**



*City of Pembroke Pines*

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Yes No

**x** **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

**x** **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



*City of Pembroke Pines*

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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 31<sup>st</sup> 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



*City of Pembroke Pines*

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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,

*City of Pembroke Pines*

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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

**City of Pembroke Pines**

CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, FEMA, or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

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

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



*City of Pembroke Pines*

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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



*City of Pembroke Pines*

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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  $\frac{3}{4}$ " plywood supported by 6" x 6" posts. The perimeter of the floor area shall be protected by a 4' high wall constructed of 2" x 4" studs and  $\frac{1}{2}$ ' plywood. The floor area shall be covered with a roof to protect the occupants from the elements. The roof shall provide a minimum of 6'6" head room below the support beams. Access shall be by wooden steps with a handrail. At the conclusion of the debris removal process, the CONTRACTOR shall remove the structure.

**11.12 Hazardous Materials.**

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

**11.12.2** The CONTRACTOR must not transport hazardous materials to the TDSR sites or landfills that are not specifically authorized to accept such materials. However, the CONTRACTOR will be responsible for proper handling and storage



of any hazardous materials brought to the TDSR site and if requested to manage the site by the CITY, the CONTRACTOR shall provide a suitable area at each TDSR site to accommodate such hazardous materials. The area shall be lined with impervious material and surrounded with berms or other containment structures to contain potential leakage.

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

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

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

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

## Article 12- Public Records

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

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

**12.1.2** Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

**12.1.3** Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and



*City of Pembroke Pines*

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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, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**Article 13- Scrutinized Companies**

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

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

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

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



**13.2.2** Is engaged in business operations in Syria.

#### **Article 14- Equal Benefits for Employees**

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

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

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

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

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

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

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

#### **Article 15- Miscellaneous**

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



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

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

**15.4 Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed 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



*City of Pembroke Pines*

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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



## *City of Pembroke Pines*

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: Marc Watkins – VP of Operations  
KDF Enterprises, LLC  
370 Mountain View Rd.,  
Springville, AL 35146  
Telephone No. (251) 753-1864  
E-mail: [jwatson@kdfglobal.com](mailto:jwatson@kdfglobal.com)  
[mwatkins@kdf-global.com](mailto:mwatkins@kdf-global.com)

As to CITY: Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way, 4<sup>th</sup> 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



*City of Pembroke Pines*

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Goren, Chero, Doody & Ezrol P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
(954) 771-4500 (phone)  
(954) 771-4923 (facsimile)

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

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

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

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

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

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

**15.20 Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

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



a third party as a result of this Agreement or the performance of the CONTRACTOR's services hereunder.

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

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

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

**15.24.1 Definitions for this Section:**

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

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

**15.24.1.3** "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

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



*City of Pembroke Pines*

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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**



*City of Pembroke Pines*

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

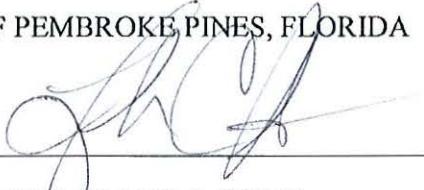
ATTEST:

DocuSigned by:

Marlene Graham January 20, 2022

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MARLENE D. GRAHAM, CITY CLERK

BY: 

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe January 19, 2022

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Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

DocuSigned by:

Charles F. Dodge January 20, 2022

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CHARLES F. DODGE, CITY MANAGER

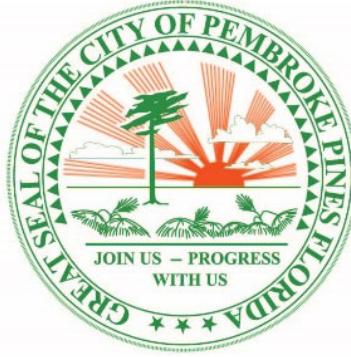
**CONTRACTOR:**

KDF ENTERPRISES, LLC

Signed By: 

Name: Marc Watkins

Title: Vice President of Operations



# Disaster Debris Management Services

## Request for Proposals # AD-21-02

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

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



## Table of Contents

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



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



*City of Pembroke Pines*

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



## *City of Pembroke Pines*

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



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



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

## ATTACHMENTS

- Attachment A: Contact Information Form
- Attachment B: Non-Collusive Affidavit
- Attachment C: Proposer's Background Information
- Attachment D: Sample Insurance Certificate
- Attachment E: Specimen Contract – Disaster Debris Management Services
- Attachment F: References Form
- Attachment G: Temporary Debris Management Sites (TDMS) and Work Zones
- Attachment H: Financial Work Sheet
- Attachment I: 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Attachment J: Debris Management Proposal Form



## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

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

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

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the [www.BidSync.com](http://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](mailto: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](http://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](http://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, 4<sup>th</sup> 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.**



## *City of Pembroke Pines*

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 Benedict, Procurement Department  
 City of Pembroke Pines  
 8300 South Palm Drive,  
 Pembroke Pines, FL 33025  
 954-518-9022  
[purchasing@ppines.com](mailto: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



## *City of Pembroke Pines*

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 of Pembroke Pines*

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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**



## *City of Pembroke Pines*

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.



*City of Pembroke Pines*

- (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 15<sup>th</sup> 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.



## *City of Pembroke Pines*

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



## *City of Pembroke Pines*

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



### **1.3.18.2 Additional TDMS**

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

### **1.3.18.3 Quantity of Personnel and Equipment**

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

### **1.3.18.4 City TDMS Responsibilities**

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

### **1.3.18.5 Contractor TDMS Management and Operations Responsibilities**

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



completed, including a load ticket, to verify and document the contents and cubic yards.

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

#### **1.3.18.6 Contractor Debris Reduction Responsibilities**

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



*City of Pembroke Pines*

- (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**



## *City of Pembroke Pines*

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

### **1.3.22 SAFETY**

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

### **1.3.23 TRAFFIC CONTROL**

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

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

### **1.3.24 ON-SITE PROJECT MANAGER**



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

#### **1.3.25 SUPERINTENDENT SHALL BE SUPPLIED BY THE CONTRACTOR**

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

#### **1.3.26 TIERING OF SUBCONTRACTORS**

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

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

#### **1.3.27 RAPID RESPONSE CREW**

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

#### **1.3.28 EQUIPMENT**



## *City of Pembroke Pines*

- (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 & 3/4 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 15<sup>th</sup> of each year. The bond shall remain in effect through December 15<sup>th</sup> 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,



## *City of Pembroke Pines*

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.)



*City of Pembroke Pines*

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



*City of Pembroke Pines*

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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



*City of Pembroke Pines*

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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.



## *City of Pembroke Pines*

- (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



## *City of Pembroke Pines*

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 31<sup>st</sup> after the 5<sup>th</sup> year. For instance:

<b>Execution Date</b>	<b>Last Date of the initial Term</b>	<b>Approximate Term</b>
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:

<b>Execution Date</b>	<b>Date of CPI Adjustment</b>	<b>Prices Held Firm For</b>	<b>CPI Change Applied</b>
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**



## *City of Pembroke Pines*

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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](http://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:**



***City of Pembroke Pines***

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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.



## City of Pembroke Pines

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](http://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](mailto: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

<b>Criteria</b>	<b>Points</b>
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
<b>Total Points</b>	<b>100 points</b>

*\*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



## *City of Pembroke Pines*

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

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

### **1.7.1 SCORING FOR PROJECT COST CRITERIA**

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

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

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

#### **Example:**

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

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

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

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

#### **Calculation:**

Firm "A": Lowest price and receives 30 points

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

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

### **1.8 TENTATIVE SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
--------------	---------------------------



## *City of Pembroke Pines*

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

### **1.8.1 VIRTUAL NON-MANDATORY PRE-BID MEETING**

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

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

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

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

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

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

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

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

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



*City of Pembroke Pines*

Pembroke Pines, FL 33025

954-518-9022

[purchasing@ppines.com](mailto:purchasing@ppines.com)

## **1.9 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://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



## *City of Pembroke Pines*

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



**City of Pembroke Pines**

✓  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



**City of Pembroke Pines**

✓  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 &



**City of Pembroke Pines**

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



## *City of Pembroke Pines*

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](http://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](mailto: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.



## *City of Pembroke Pines*

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



## *City of Pembroke Pines*

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 of Pembroke Pines*

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.



## *City of Pembroke Pines*

- (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**



## *City of Pembroke Pines*

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

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

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

### **3.28 ACCEPTANCE OF MATERIAL**

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

### **3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

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

### **3.30 SCRUTINIZED COMPANIES LIST**

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

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



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

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

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

### **3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS**

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

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

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

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

**EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE 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 Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

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



## *City of Pembroke Pines*

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



## *City of Pembroke Pines*

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, alteration 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.



## *City of Pembroke Pines*

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.



## *City of Pembroke Pines*

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



## *City of Pembroke Pines*

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](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

**COMPANY INFORMATION:**

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

**PRIMARY CONTACT FOR THE PROJECT:**

NAME:  TITLE:

E-MAIL:

TELEPHONE:  FAX:

**AUTHORIZED APPROVER:**

NAME:  TITLE:

E-MAIL:

TELEPHONE:  FAX:

SIGNATURE:

**B) Proposal Checklist**

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

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

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

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

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

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



City of Pembroke Pines

Attachment B

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the ,

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature Title Name of Company

## **PROPOSER'S BACKGROUND INFORMATION**

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

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

2) At what address was that business located?

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

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

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

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

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

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

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

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

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

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

12) Describe the firm's local experience/nature of service with contracts of similar size and complexity, if 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 CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

**YOUR COMPANY NAME HERE**

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**Companies providing coverage**

## COVERS

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	<b>Must Include General Liability</b>				
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
	AUTOMOBILE LIABILITY				GENERAL AGGREGATE	\$
	ANY AUTO				PRODUCTS - COMP/OP AGG	\$
	ALL OWNED AUTOS	<b>SAMPLE CERTIFICATE</b>				
	SCHEDULED AUTOS					
	HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN EA ACC	\$
		<b>SAMPLE CERTIFICATE</b>				
					AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<b>SAMPLE CERTIFICATE</b>				
	DEDUCTIBLE					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHR
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

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

**City Must Be Named as Certificate Holder**

MAIL 30 DAYS WRITTEN  
 LEFT.

AUTHORIZED REPRESENTATIVE

**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 15<sup>th</sup>, 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 15<sup>th</sup> and shall remain in effect until December 15<sup>th</sup> 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 shall use every precaution necessary to prevent damage and injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work, or in consequence of the non-execution thereof on the part of the CONTRACTOR, the CONTRACTOR shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing or rebuilding or otherwise restoring, as may be directed by the Public Service Director, or he shall make good such damage or injury in an acceptable manner.

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

- A. In good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the CITY.
- B. Properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state, and local safety regulations.
- C. All loading equipment shall be operated from the road, street, or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder section

unless directed by the CITY. If operation of the equipment shall be required outside of the ride-away, the CITY will provide Right-of-Entry agreements executed with the property owner prior to the CONTRACTOR work being authorized. No tracked equipment shall be operated on any paved or improved roadway surface.

- D. Prior to commencing operations, the CONTRACTOR shall affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and unique identification number. One sign shall be placed on each side of the equipment. For trucks, trailers and other equipment intended to haul debris, the maximum volume of cubic yards of the load bed shall be shown. Signs shall be maintained in an easily readable fashion for the duration of the work hereunder. Minimum letter size shall be three (3) inches in height.
- E. All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. The sideboards must be constructed of 2"x 6" boards or greater and may not extend more than two (2) feet above the medal bed sides. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle shall be re-measured and re-marked. All extensions to the bed are subject to acceptance or rejection by the CITY inspector.
- F. The CONTRACTOR shall use trucks, trailers, and/or equipment approved for use under this Agreement for this Agreement only, and such equipment shall not be used for any other work during the term of this Agreement. A list of approved equipment shall be submitted to the CITY.

**11.9 Securing Debris:** The CONTRACTOR shall be responsible for properly and adequately securing debris within each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided and used by the CONTRACTOR to prevent materials from falling or being blown from the bed.

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

#### **11.11 Inspection Stations:**

- A. Upon request by the CITY, the CONTRACTOR shall construct and maintain inspection stations and towers at the entry point for each TDSR site and disposal area. These stations will be the points of load volume verification by the CITY.
- B. The trip tickets for debris hauling will be completed upon arrival of debris trucks at the inspection station. Upon request by the CITY, the CONTRACTOR shall make all necessary arrangements with private disposal operators to facilitate the posting of a CITY inspector/monitor onsite for the duration of debris disposal operations. Minimum required standards for the inspection station shall include an inspection tower with desks and chairs for at least two (2) persons, one of whom will be a representative of the CITY.
- C. The inspection towers shall be of sturdy construction using pressure treated wood and of sufficient height as to allow a complete view of the load bed of each piece of equipment being used to haul debris. The floor area shall be a minimum of 8'x 8' constructed of 2" x 8" joints, 16" on center with  $\frac{3}{4}$ " plywood supported by 6" x 6" posts. The perimeter of the floor area shall be protected by a 4' high wall constructed of 2" x 4" studs and  $\frac{1}{2}$ ' plywood. The floor area shall be covered with a roof to protect the occupants from the elements. The roof shall provide a minimum of 6'6" head room below the support beams. Access shall be by wooden steps with a handrail. At the conclusion of the debris removal process, the CONTRACTOR shall remove the structure.

#### **11.12 Hazardous Materials:**

- 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, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto: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 construed 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, 4<sup>th</sup> 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, Chero, Doody & Ezrol P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
(954) 771-4500 (phone)  
(954) 771-4923 (facsimile)

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

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

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

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

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

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

**15.20 Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

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

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

**15.23 Uncontrollable Forces.** Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.23.1 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, been prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**15.24 Electronic Signatures.** Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**15.25. E-Verify.**

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

**15.25.1 Definitions for this Section:**

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

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

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**15.25.2 Registration Requirement; Termination:**

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

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

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

15.25.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes,

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

**THE REMAINDER OF THIS PAGE**

**HAS BEEN INTENTIONALLY LEFT BLANK**

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

**CITY:**

## CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK By: CHARLES F. DODGE, CITY MANAGER

**APPROVED AS TO FORM:**

---

## OFFICE OF THE CITY ATTORNEY

---

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA )  
 ) S.S.  
COUNTY OF BROWARD )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ and acknowledged he/she has executed the foregoing Agreement, who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this                    day of                                   , 2021.

---

## NOTARY PUBLIC

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## My Commission Expires:

## **REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

### **Reference Contact Information:**

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name:  Title:

E-Mail Address:

Telephone:  Fax:

### **Project Information:**

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date:

Size of project:  Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:



*City of Pembroke Pines*

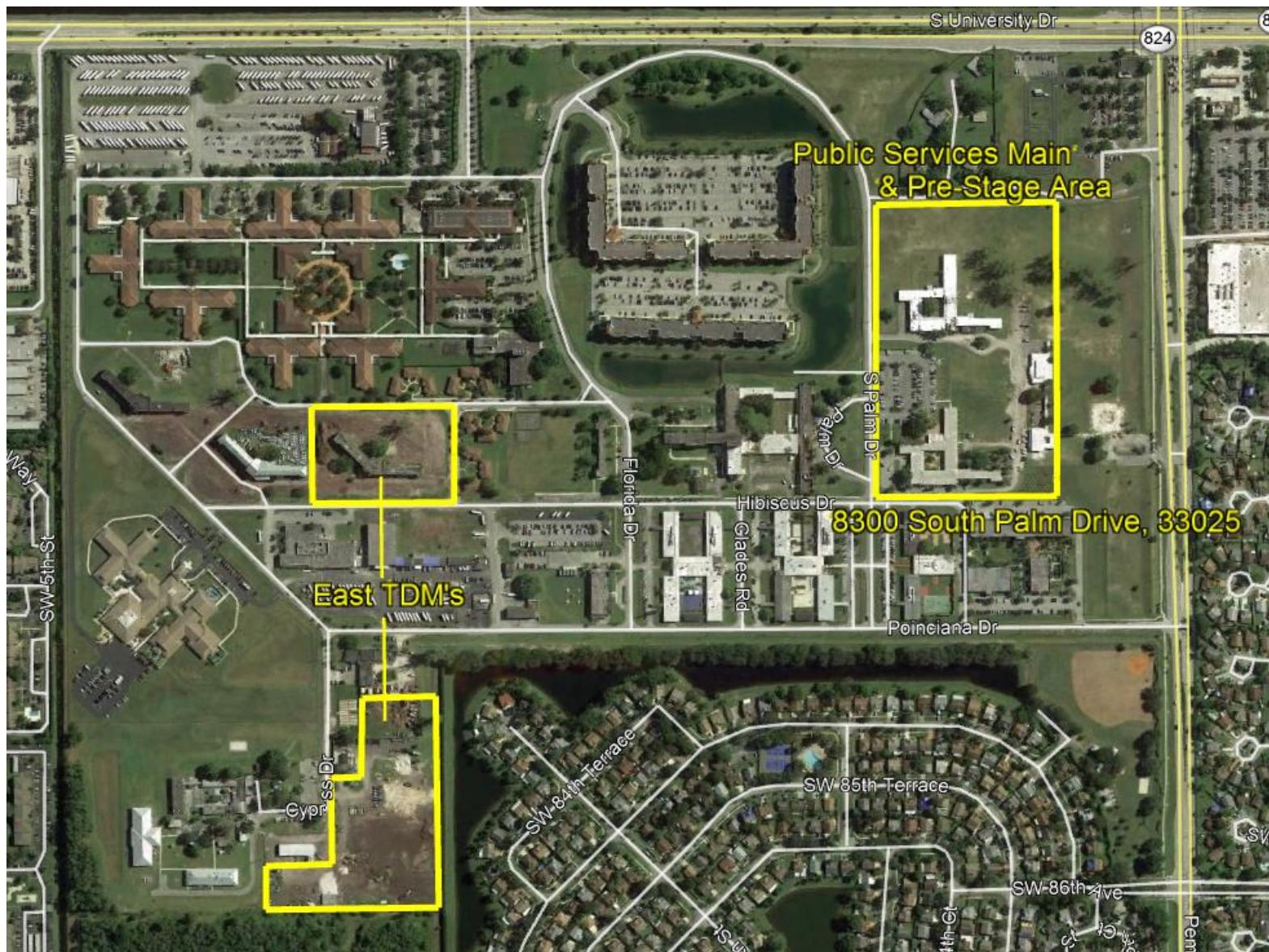
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## **Temporary Debris Management Sites and Work Zones**

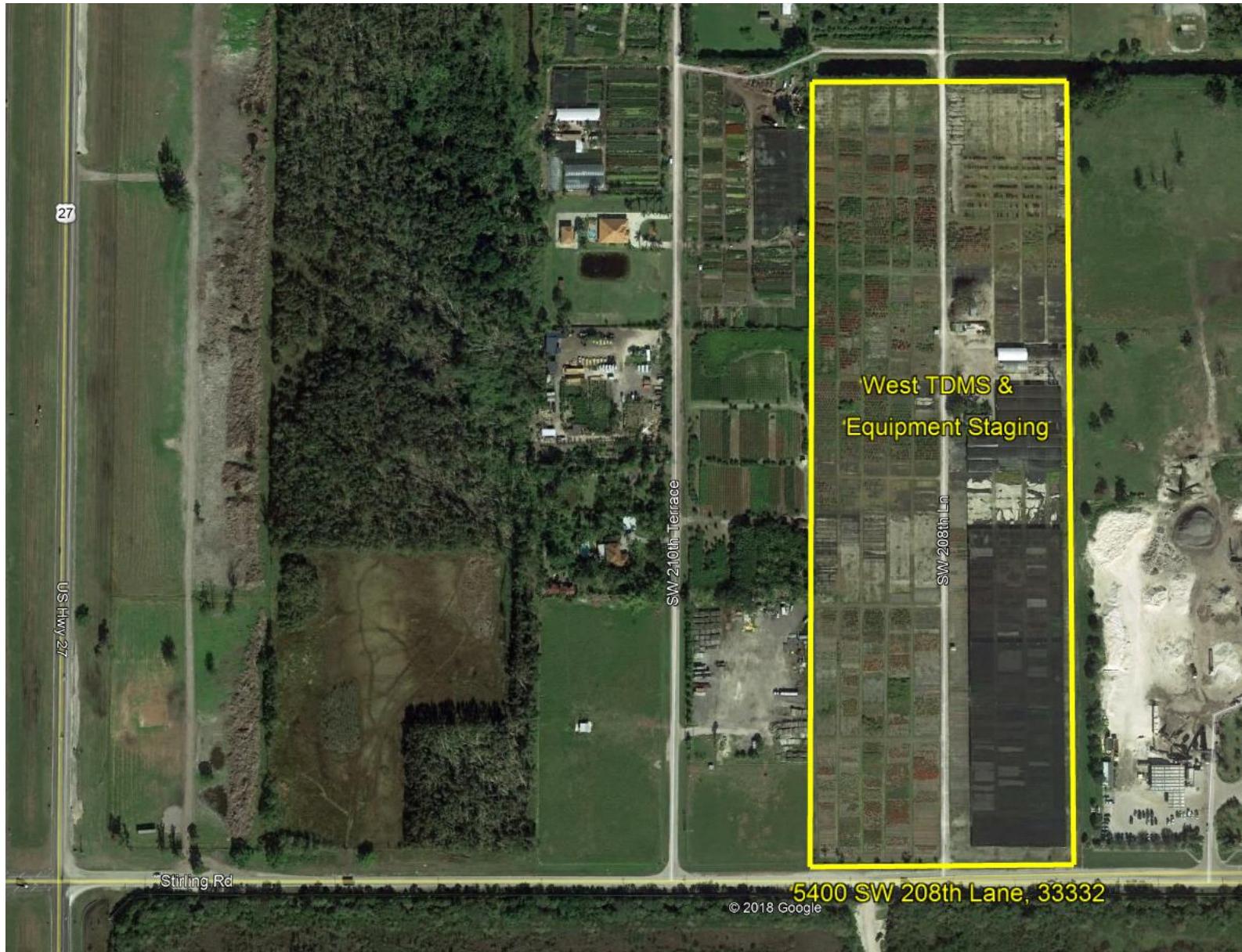
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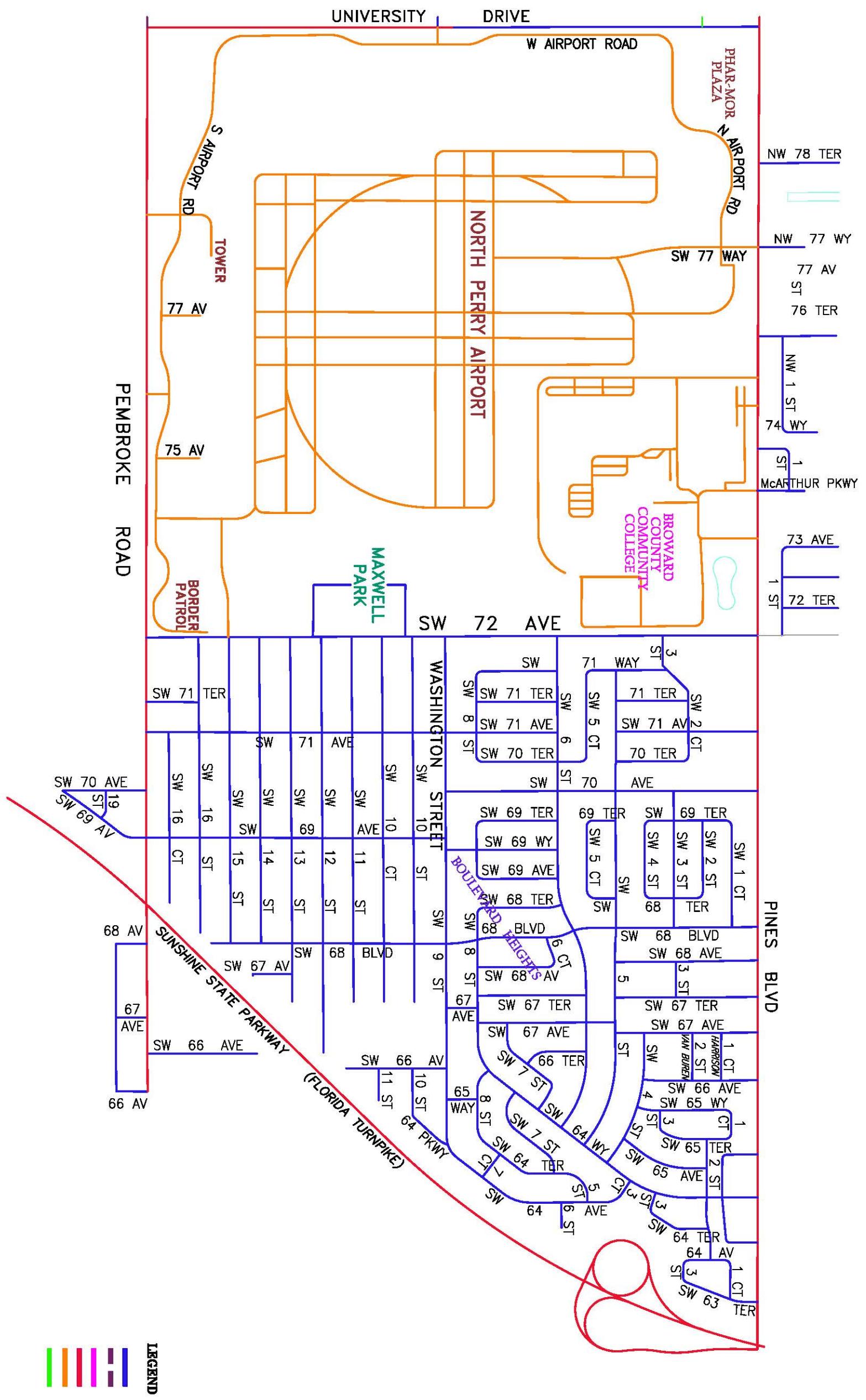
1. Map showing the Temporary Debris Management Sites (TDMS) located at the Pembroke Pines Howard C. Forman Health Park Campus. Zone 3.
2. Map showing the Temporary Debris Management Sites (TDMS) located on Stirling Road west of I-75. Zone 12.
3. Map of City showing Work Zones.
4. Individual Zone Maps.

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



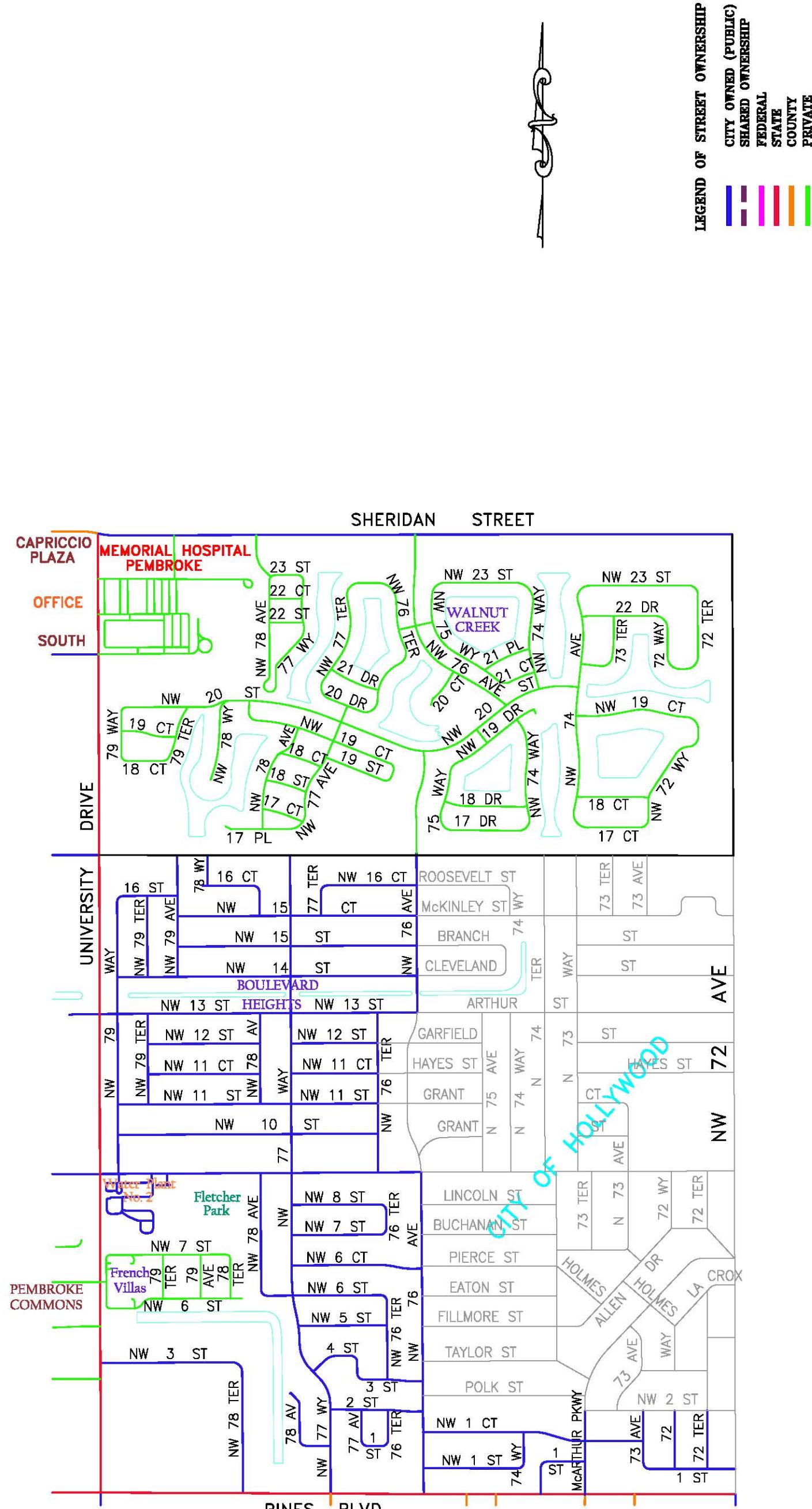
## West TDMS, and First Push Pre-Stage Site

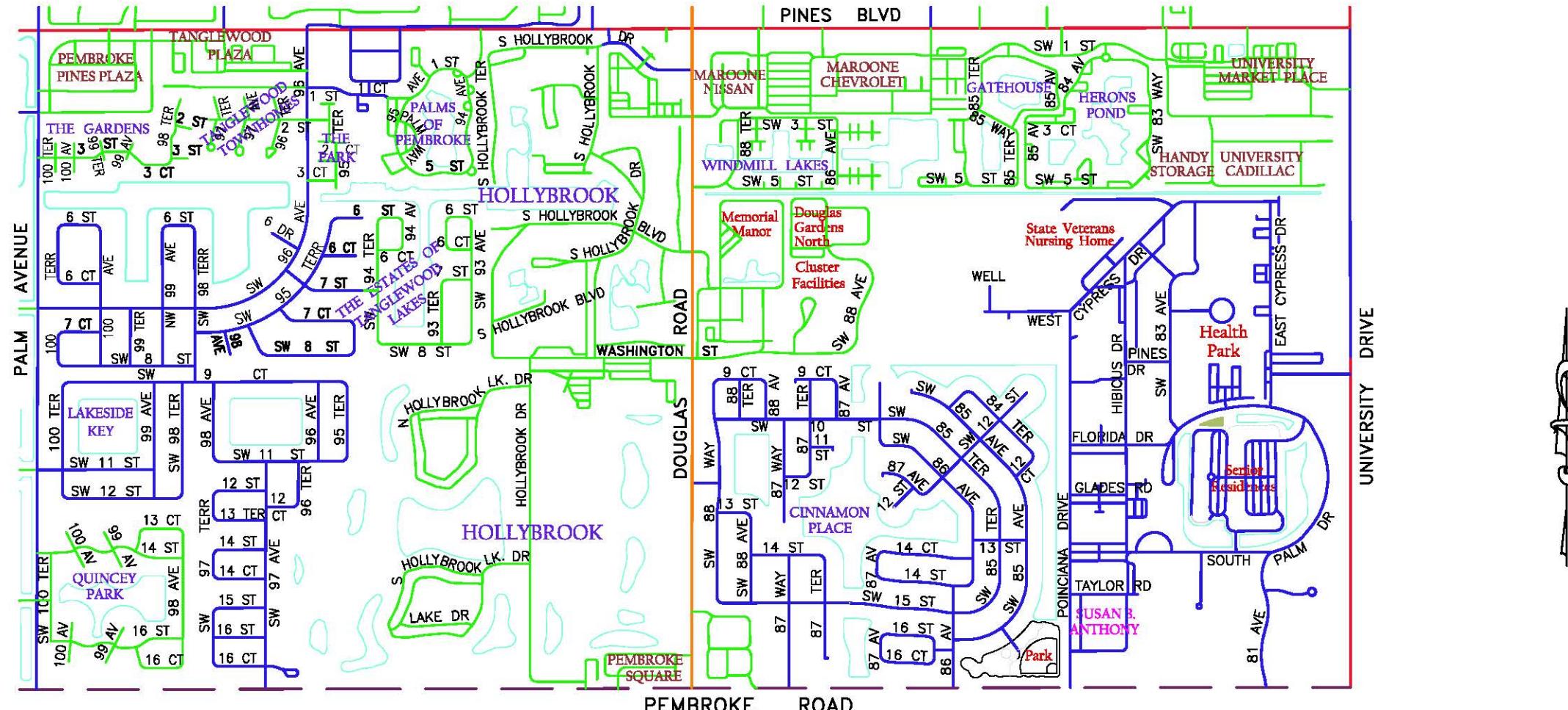




## LEGEND OF STREET OWNERSHIP

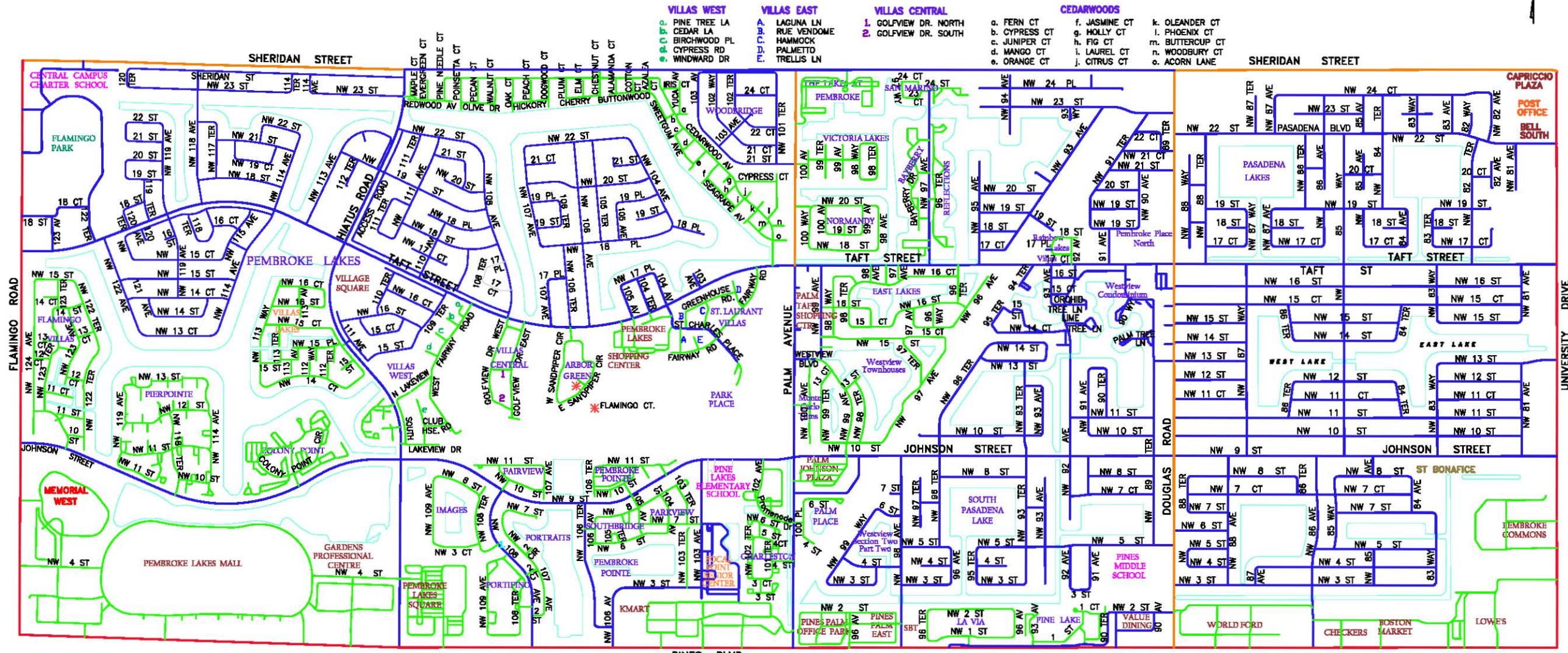
STREET OWNERSHIP  
CITY OWNED (PUBLIC)  
SHARED OWNERSHIP  
FEDERAL  
STATE  
COUNTY  
PRIVATE





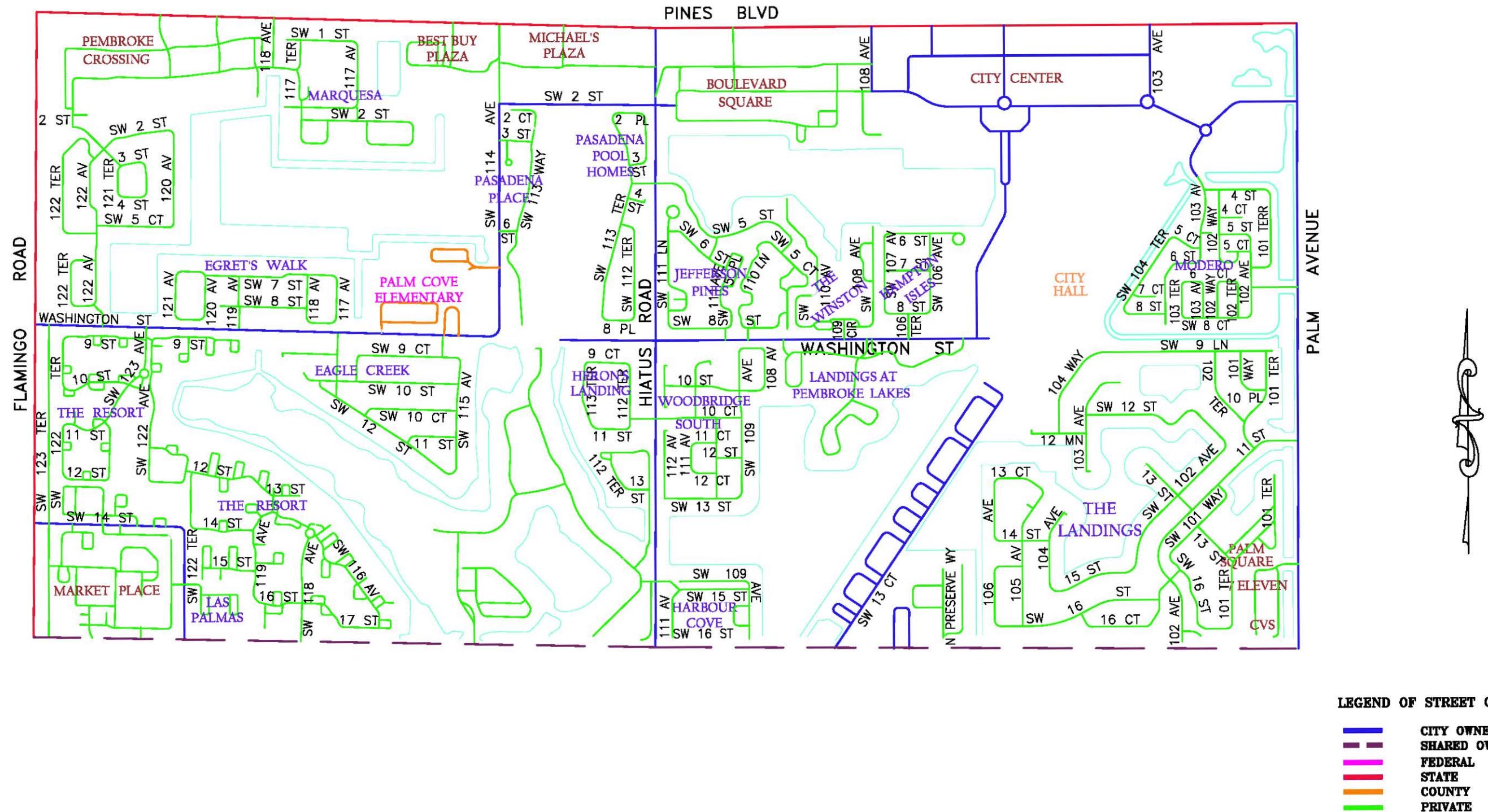
**LEGEND OF STREET OWNERSHIP**

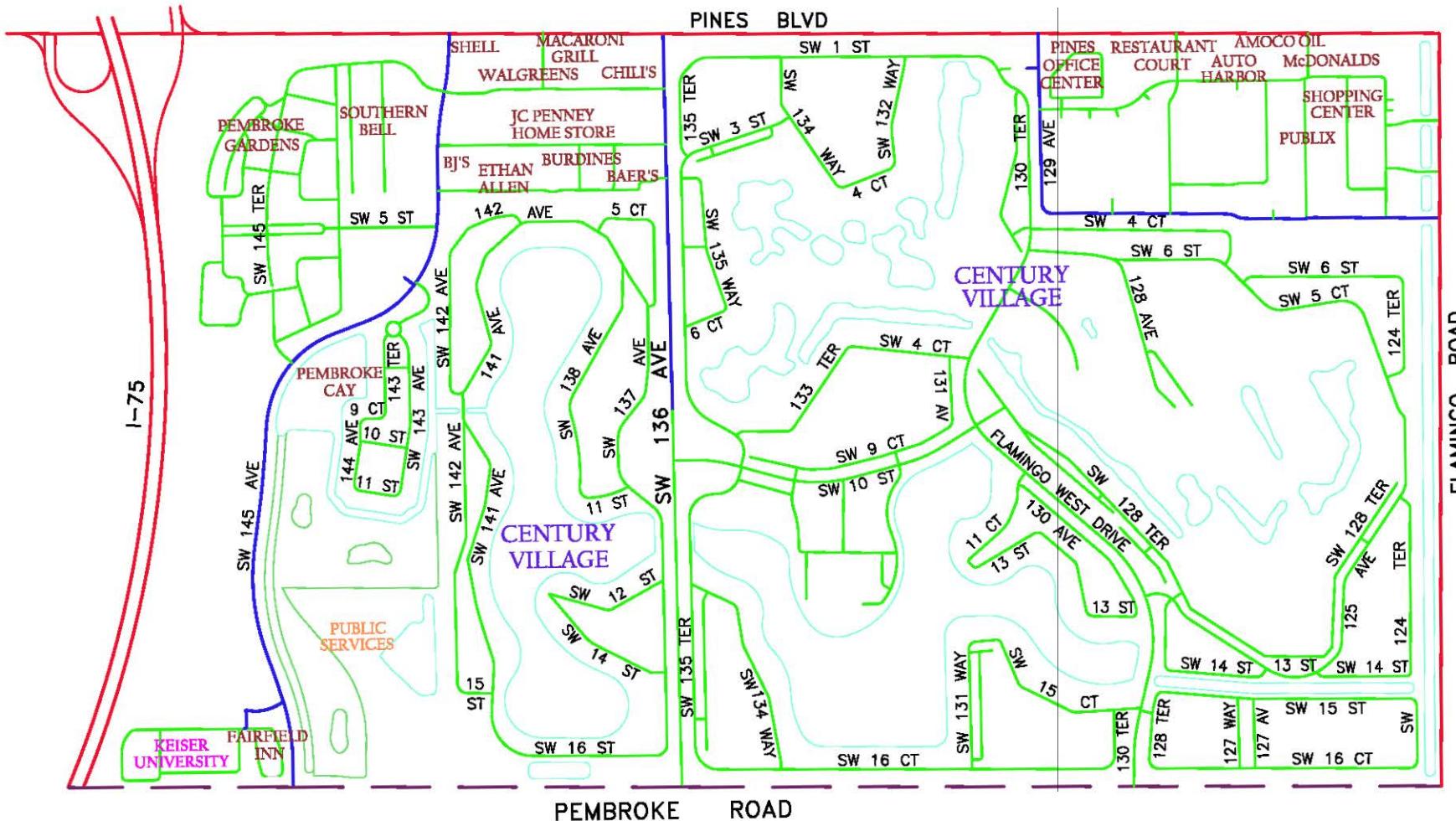
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	<b>SHARED OWNERSHIP</b>
	<b>FEDERAL</b>
	<b>STATE</b>
	<b>COUNTY</b>
	<b>PRIVATE</b>



## LEGEND OF STREET OWNERSHIP

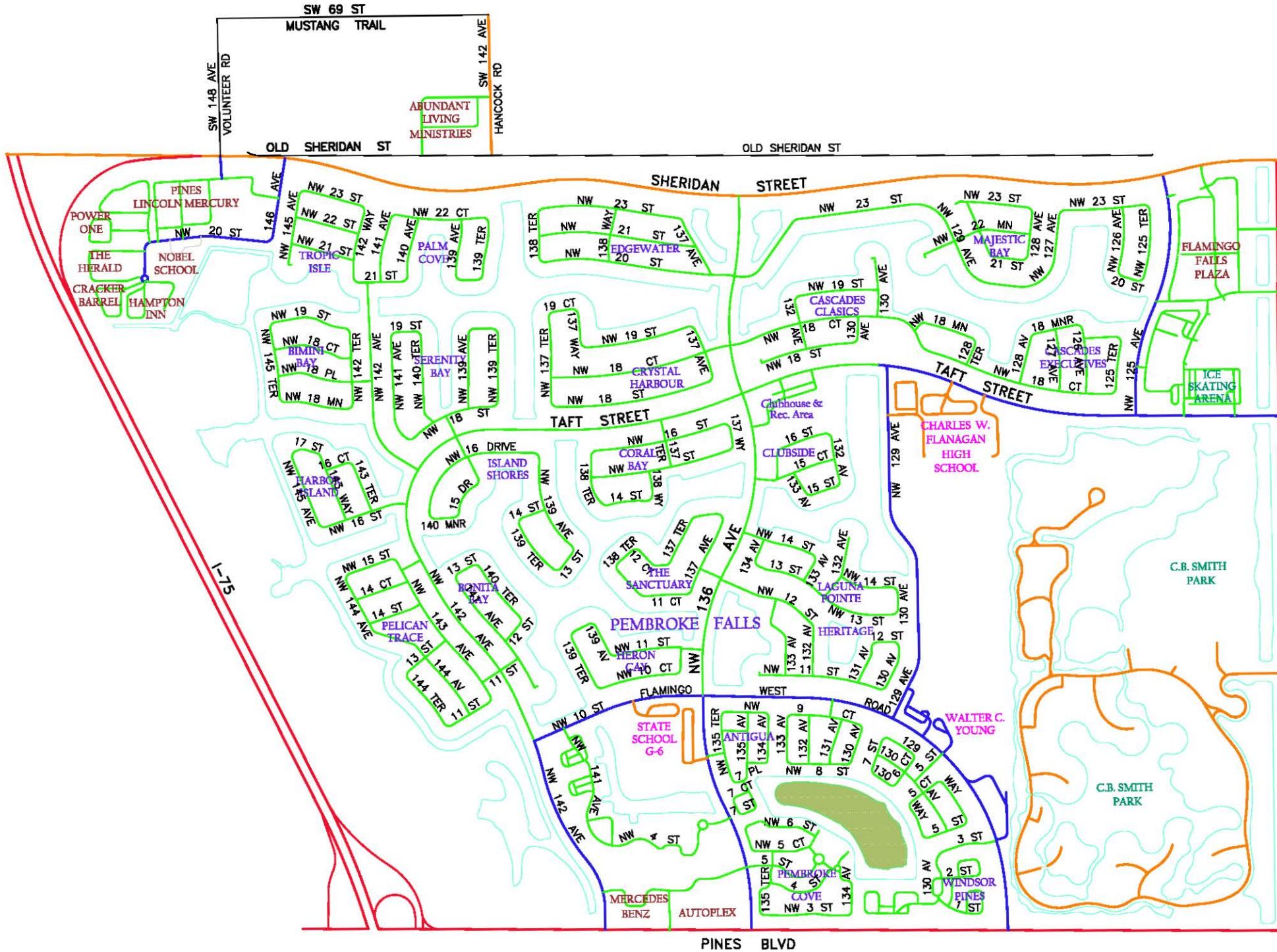
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE





LEGEND OF STREET OWNERSHIP

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

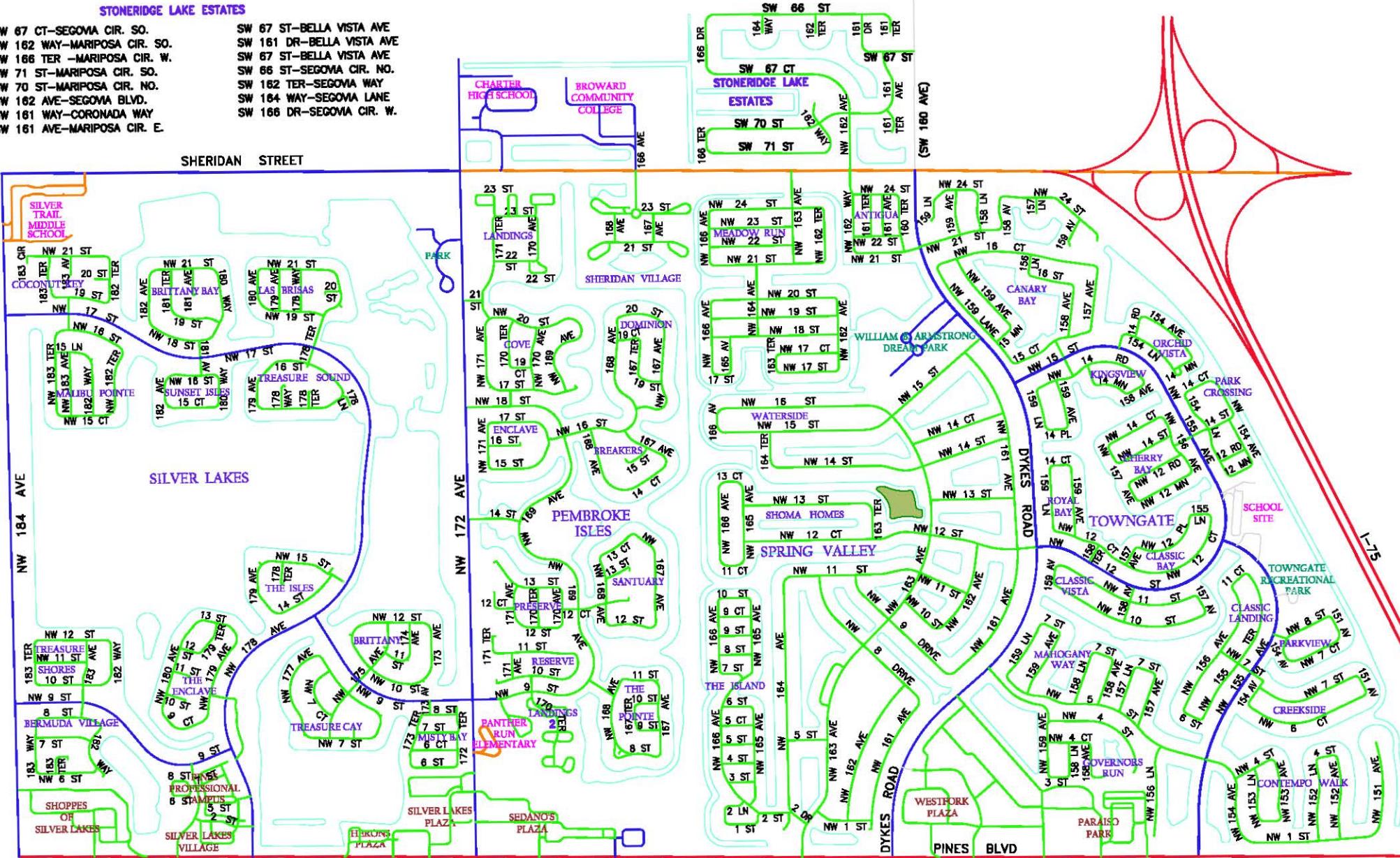


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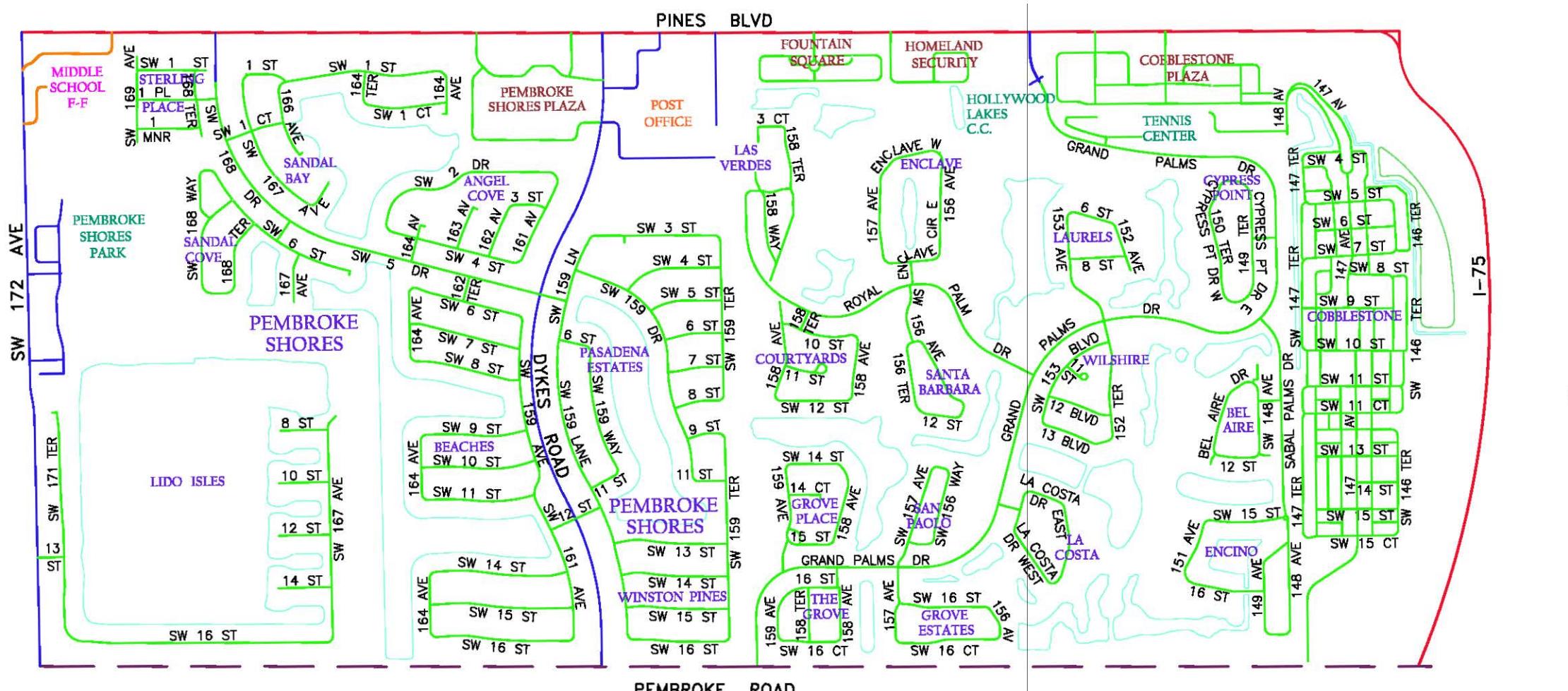
-  CITY OWNED (PUBLIC)
-  SHARED OWNERSHIP
-  FEDERAL
-  STATE
-  COUNTY
-  PRIVATE

**ZONE 7**

UPDATED ON 9/21/2017

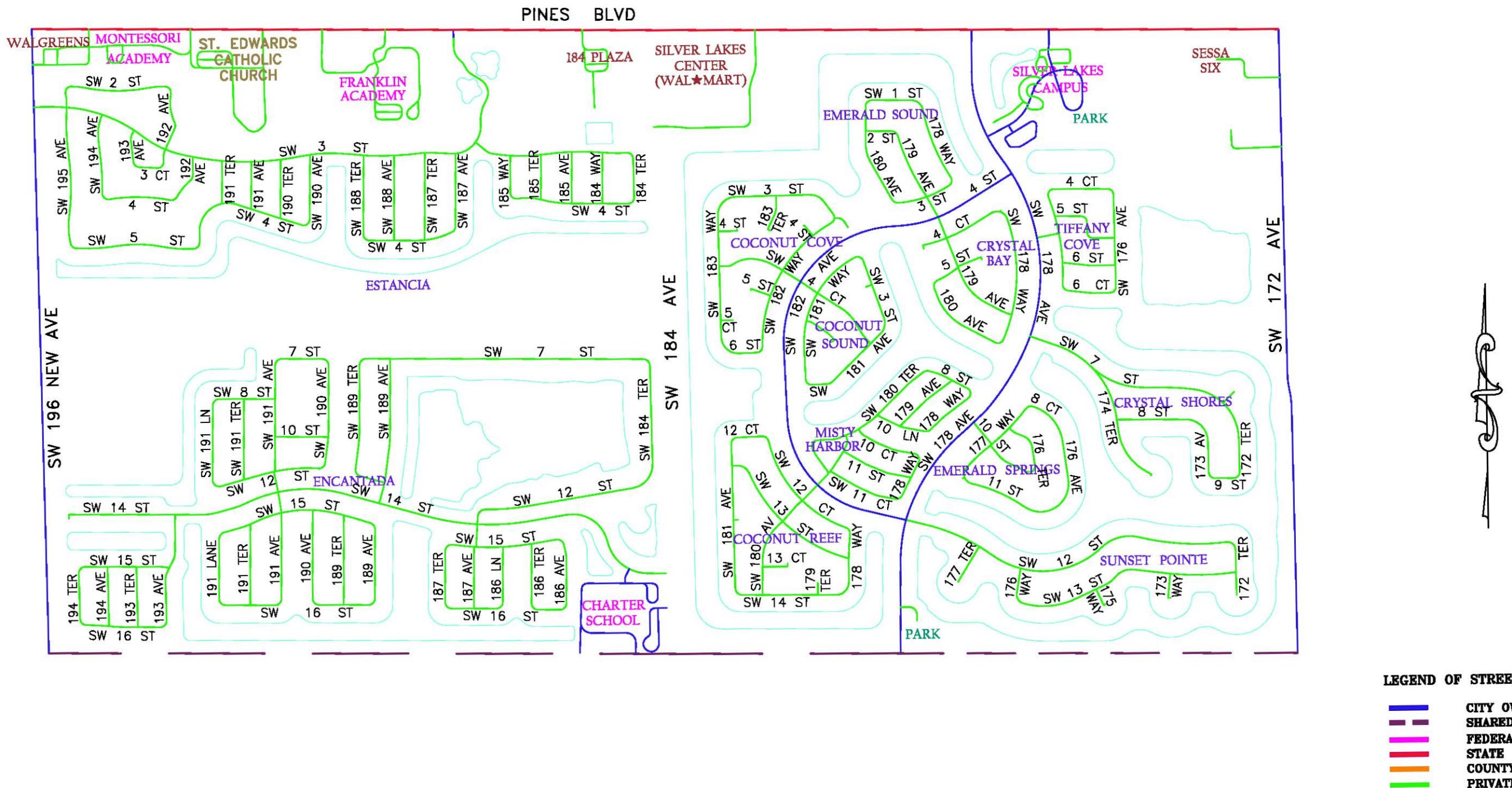


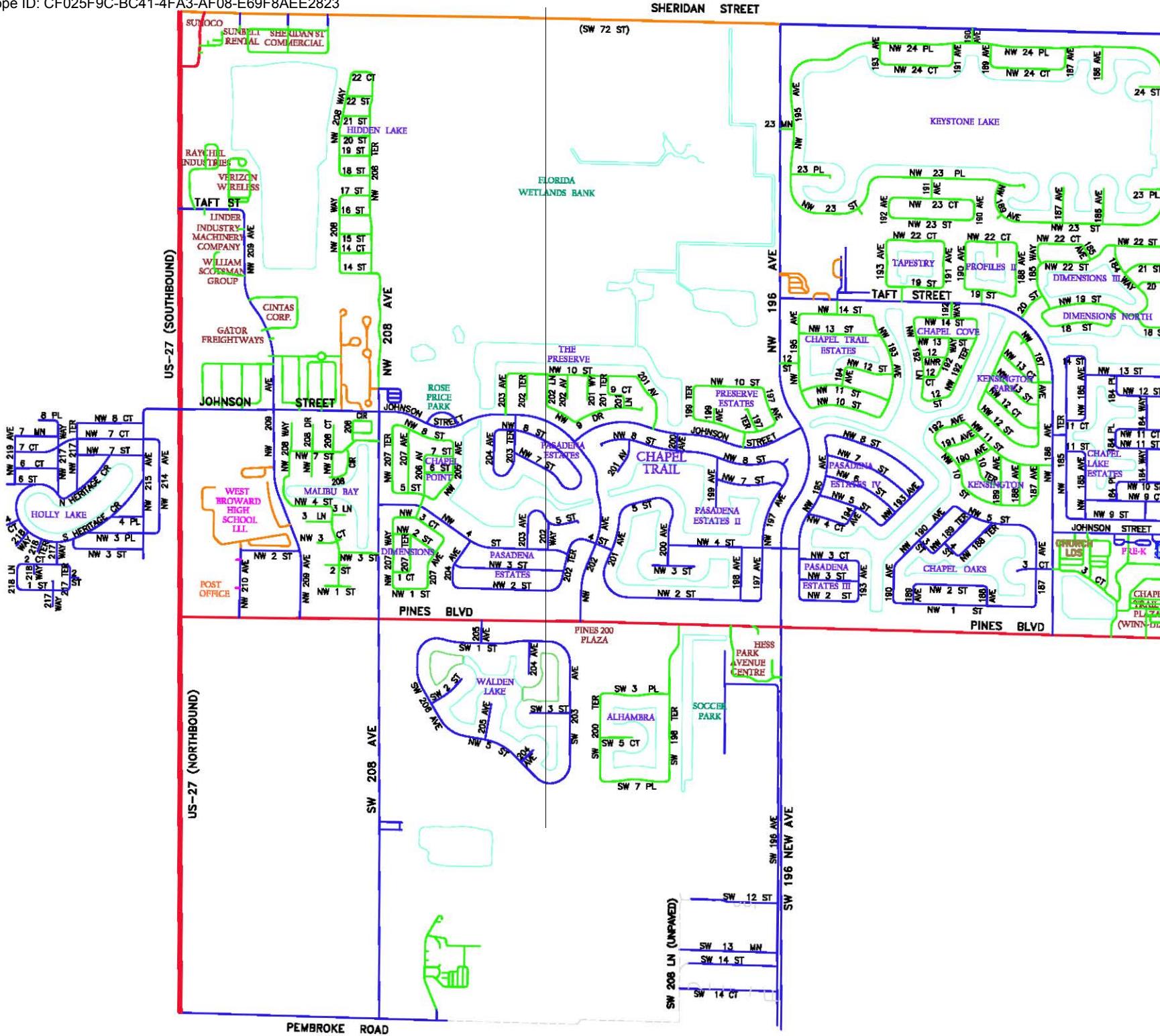
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UPDATED ON 9/21/2017

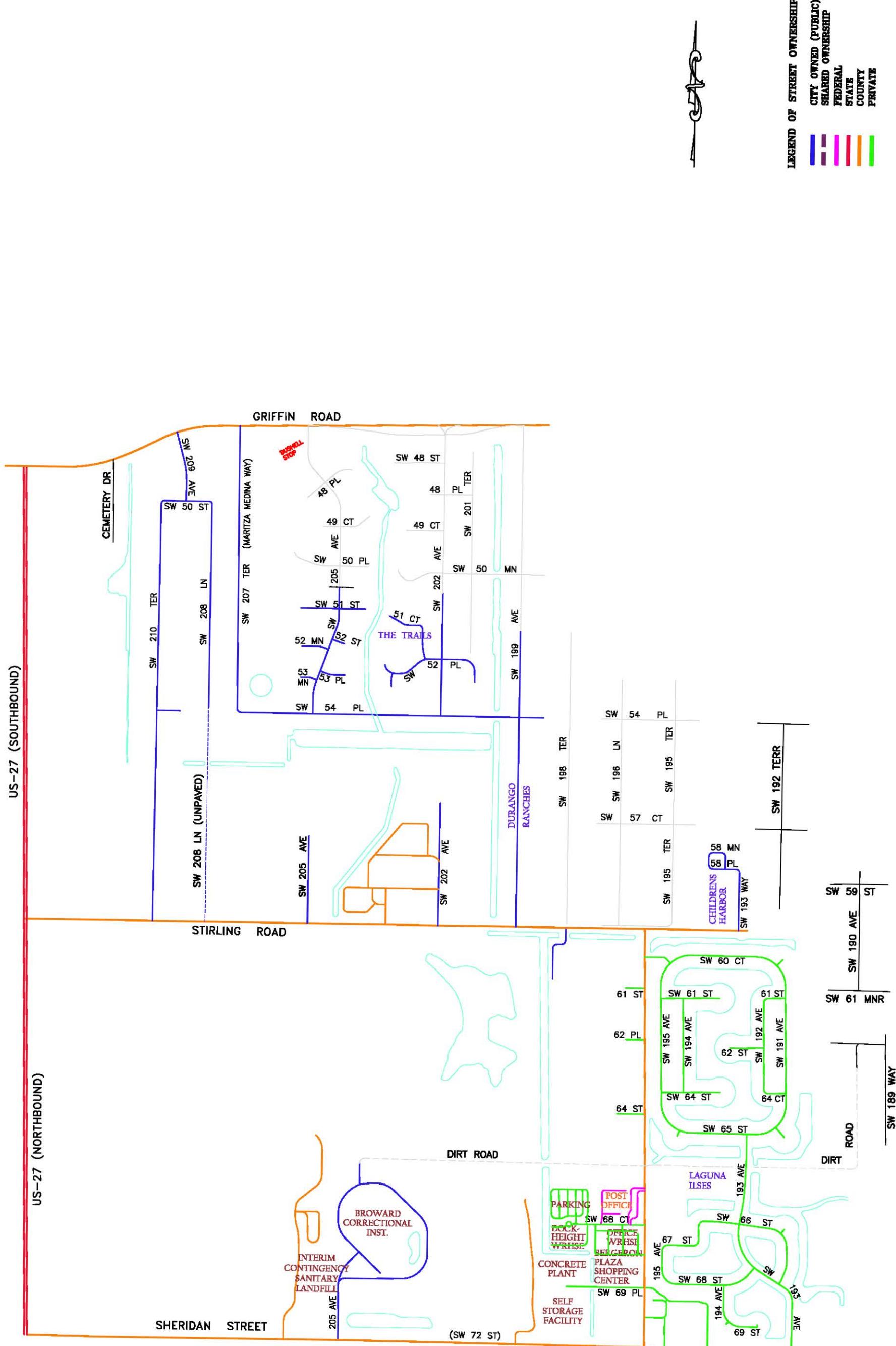


## LEGEND OF STREET OWNERSHIP

	CITY OWNED (PUBLIC)
	SHARED OWNERSHIP
	FEDERAL
	STATE
	COUNTY
	PRIVATE

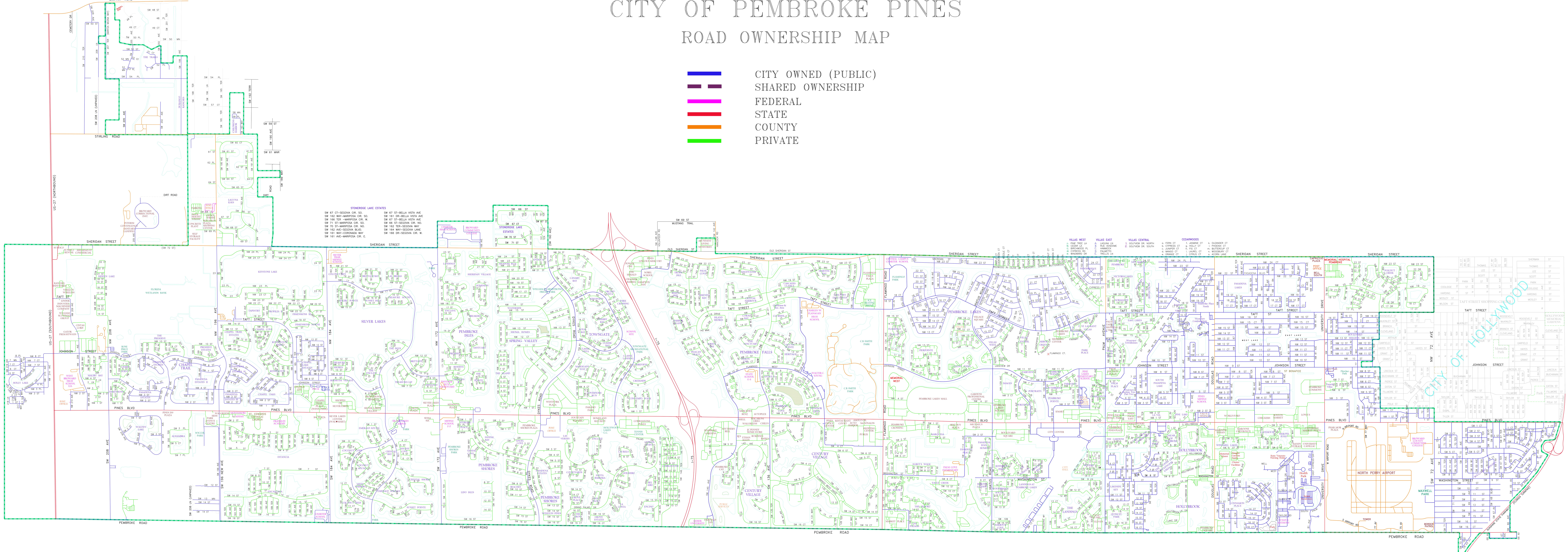






CITY OF PEMBROKE PINES  
ROAD OWNERSHIP MAP

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



# CITY OF PEMBROKE PINES

**ZONE 1**

**ZONE 2**

**ZONE 3**

**ZONE 4**

**ZONE 5**

**ZONE 6**

**ZONE 7**

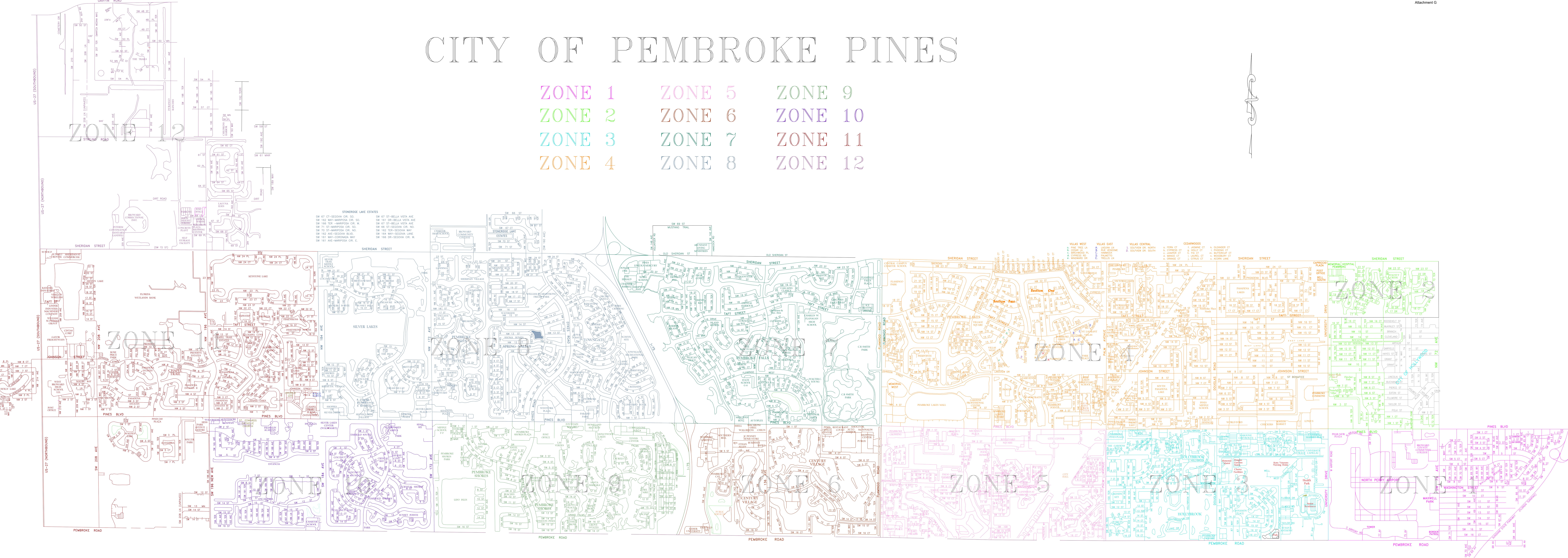
**ZONE 8**

**ZONE 9**

**ZONE 10**

**ZONE 11**

**ZONE 12**



N

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A



## 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 %
<b>Total</b>					



***City of Pembroke Pines***

**Attachment H**

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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.

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Print Name

Signature

Date

**ELECTRONIC CODE OF FEDERAL REGULATIONS**  
**e-CFR data is current as of October 14, 2016**

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → Part

200 Title 2: Grants and Agreements

**PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

**Procurement Standards**

**§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

**§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of

## Attachment I

relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising

## Attachment I

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

## Attachment I

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

## Attachment I

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;

## Attachment I

(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

**Attachment I**

other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

### **§200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322

## Attachment I

Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

Note: The vendor must provide their pricing through the designated lines items listed on the BidSync website.

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

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

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

AD-21-02 "Disaster Debris Management Services"			VENDOR NAME:			
Bid #	Description	Qty	Unit	Price	Total	Notes
<b>Schedule A - Crew including Equipment and Labor</b>						
1.01	<b>Push Crew Class A</b> - Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone. $\frac{1}{2}$ or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.	223	hour		\$ -	
1.02	<b>Push Crew Class B</b> - Cat 289 or equal compact track loader/grapple and operator with cell phone. $\frac{1}{2}$ or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.	223	hour		\$ -	
1.03	<b>Cut Crew Class A</b> - $\frac{1}{2}$ or 1 ton truck with chainsaw operator, one laborer, cell phone, and related supplies and equipment.	223	hour		\$ -	
1.04	<b>Cut Crew Class B</b> - $\frac{1}{2}$ or 1 ton truck with climber/chainsaw operator, one laborer, cell phone, and related supplies and equipment.	223	hour		\$ -	
1.05	<b>Push Loader Crew Class A</b> - Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone.	223	hour		\$ -	
1.06	<b>Push Loader Crew Class B</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	<b>Vegetative Debris Removal - Hauling 25 miles away (50 miles round trip)</b> 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	<b>C&amp;D &amp; Mixed Debris Removal - Hauling 25 miles away (50 miles round trip)</b> 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	<b>Canals / Waterways Debris Removal - Hauling 25 miles away (50 miles round trip)</b> 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	<b>Curbside Separation of Mixed Debris</b> 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	<b>TDMS Management and Operation</b> Work as described in Section 1.3.18.5. Per cubic yard of debris hauled into each TDMS.	130000	cubic yard		\$ -	
3.02	<b>Vegetative Debris Reduction at TDMS</b> 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	<b>C&amp;D Debris Reduction at TDMS</b> 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	<b>Separation of Mixed Debris at TDMS</b> 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	<b>Haul-out of Reduced Vegetative Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip)</b> 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	<b>Haul-out of C&amp;D Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip)</b> 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	<b>Additional Hauling Mileage - Collection of Debris and Hauling to TDMS or FDS</b> 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	<b>Additional Hauling Mileage - Haul-out of Debris from TDMS to a FDS</b> 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	<b>TDMS Remediation</b> 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	<b>Bagged Ice</b> Per pound cost, delivered on pallets in 40' semi-trailer load quantities	1	pound		\$ -	
5.03	<b>Bottled Water</b> 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	<b>ROW White Goods Debris Removal - AC Units Refrigerators and freezers</b> 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	<b>ROW White Goods Debris Removal - Washers dryers stoves ovens &amp; water heaters</b> 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	<b>Dead Animal Removal</b> Work consists of the removal of dead animal carcasses from the ROW to a City approved FDS.	1	each		\$ -	

5.07	<b>Removal of Hazardous Limbs</b> 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	<b>Removal of Hazardous Trees - 6 inch to 12 inch diameter</b> 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	<b>Removal of Hazardous Trees - 12.01 inch to 24 inch diameter</b> 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	<b>Removal of Hazardous Trees - 24.01 inch to 36 inch diameter</b> 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	<b>Removal of Hazardous Trees - 36.01 inch to 48 inch diameter</b> 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	<b>Removal of Hazardous Trees - 48.01 inch and larger diameter</b> 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	<b>Removal of Hazardous Stumps - 24 inch to 36 inch diameter</b> 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	<b>Removal of Hazardous Stumps - 36.01 inch to 48 inch diameter</b> 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	<b>Removal of Hazardous Stumps - 48.01 inch to 60 inch diameter</b> 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	<b>Removal of Hazardous Stumps - 60.01 inch diameter and above</b> 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	<b>Removal of Hazardous Limbs (Non-Eligible) - Hauling 25 miles away (50 miles round trip)</b> 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	<b>Removal of Hazardous Trees (Non-Eligible) - Under 6" in Diameter - Hauling 25 miles away (50 miles round trip)</b> 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	<b>Removal of Hazardous Stumps (Non-Eligible) - Under 24" - Hauling 25 miles away (50 miles round trip)</b> 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	<b>Stump Grinding of Flush Cuts (Non-Eligible) - Under 24" diameter</b> 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	<b>Stump Grinding of Flush Cuts (Non-Eligible) - 24 inch to 36 inch diameter</b> 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	<b>Stump Grinding of Flush Cuts (Non-Eligible) - 36.01 inch to 48 inch diameter</b> 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	<b>Stump Grinding of Flush Cuts (Non-Eligible) - 48.01 inch to 60 inch diameter</b> 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	<b>Stump Grinding of Flush Cuts (Non-Eligible) - 60.01 inch diameter and above</b> 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		\$ -	
				\$ -		
<b>TOTAL:</b>						



**PEMBROKE PINES  
CITY COMMISSION**

**Frank C. Ortis**  
MAYOR  
954-450-1020  
fortis@ppines.com

**Thomas Good, Jr.**  
VICE MAYOR  
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954-450-1030  
tgood@ppines.com

**Angelo Castillo**  
COMMISSIONER  
DISTRICT 4  
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**Iris A. Siple**  
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isipole@ppines.com

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954-450-1030  
jschwartz@ppines.com

**Charles F. Dodge**  
CITY MANAGER  
954-450-1040  
cdodge@ppines.com

April 21, 2021

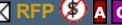
RFP # AD-21-02

Addendum # 1  
City of Pembroke Pines  
RFP # AD-21-02  
Disaster Debris Management Services

On April 21, 2021, the City Commission made a motion to increase the Payment and Performance Bond requirement from \$500,000 to \$1,000,000. As a result, all references to the \$500,000 Payment and Performance Bond shall be changed to \$1,000,000, including but not limited to the red-line change to Section 1.3.30 as shown below:

**1.3.30 PAYMENT AND PERFORMANCE BOND**

The Primary Contractor must have a \$10,000,000 or higher bond capacity. Contractor(s) in the pool of qualified contractors may have a lesser bonding capacity. Proof of bonding capability must be provided with the bid. The Primary Contractor shall provide the City with a ~~\$500,000~~ \$1,000,000 Payment and Performance Bond no later than May 15<sup>th</sup> of each year. The bond shall remain in effect through December 15<sup>th</sup> 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** 

<b>Time Left</b>	1 day, 3 hrs	<b>Notifications</b>	<a href="#">Report</a>
<b>Bid Started</b>	Mar 18, 2021 10:33:37 PM EDT	<b># of suppliers that viewed</b>	84  <a href="#">(View)</a>
<b>Bid Ends</b>	May 4, 2021 2:00:00 PM EDT	<b>Q &amp; A</b>	<a href="#">Questions &amp; Answers</a>
<b>Agency Information</b>	City of Pembroke Pines, FL. <a href="#">(view agency's bids)</a>		Q&A Deadline: Apr 5, 2021 8:30:00 PM EDT
<b>Bid Classifications</b>	<a href="#">Classification Codes</a>		
<b>Bid Regions</b>	<a href="#">Regions</a>		
<b>Bid Contact</b>	<a href="#">see contact information</a>		
<b>Pre-Bid Conference(s)</b>	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](mailto:purchasing@ppines.com)

[Transcript](#)   [Attendance](#)

<b>Revise Bid</b>	<a href="#">Click here to add an addendum</a> to your bid information.
<b>Copy Bid</b>	<a href="#">Click here to copy</a> the bid and relist it as a new bid
<b>View Rules</b>	<a href="#">Click here to change</a> the rules for this bid.
<b>Advertisement Notification</b>	<a href="#">Send an Advertisement Email</a>
<b>Bid Packet</b>	 <a href="#">Packet for Bid AD-21-02</a> <a href="#">[download]</a>

**Approval**

[View Approval Flow](#) [View Approval Flow](#)

**Approval Status**   [Approved](#)

**Bid Comments**

<b>Contract Duration</b>	5 years
<b>Contract Renewal</b>	Not Applicable
<b>Prices Good for</b>	90 days
<b>Budgeted Amount</b>	\$0.00
<b>Standard Disclaimer</b>	Bids/proposals must be submitted electronically

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

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

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

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

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

#### Bid Comments

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](#)

<input type="checkbox"/> 1.  <a href="#">AD-21-02 Disaster Debris Management.pdf</a> <a href="#">[download]</a> 	<input type="checkbox"/> 2.  <a href="#">Attachment A - Contact Information Form.docx</a> <a href="#">[download]</a> 
<input type="checkbox"/> 3.  <a href="#">Attachment B - Non-Collusive Affidavit</a> <a href="#">[download]</a> 	<input type="checkbox"/> 4.  <a href="#">Attachment C - Proposers Background Information.docx</a> <a href="#">[download]</a> 
<input type="checkbox"/> 5.  <a href="#">Attachment D - Sample Insurance Certificate.pdf</a> <a href="#">[download]</a> 	<input type="checkbox"/> 6.  <a href="#">Attachment E - Specimen Contract - Disaster Debris Management Services.pdf</a> <a href="#">[download]</a> 
<input type="checkbox"/> 7.  <a href="#">Attachment F - References Form</a> <a href="#">[download]</a> 	<input type="checkbox"/> 8.  <a href="#">Attachment G - Temporary Debris Management Sites TDMS and Work Zones.pdf</a> <a href="#">[download]</a> 
<input type="checkbox"/> 9.  <a href="#">Attachment H - Financial Work Sheet.pdf</a> <a href="#">[download]</a> 	<input type="checkbox"/> 10.  <a href="#">Attachment I - 2 CFR 200 - Uniform Administrative Requirements for Federal Awards.pdf</a> <a href="#">[download]</a> 
<input type="checkbox"/> 11.  <a href="#">Attachment J - Debris Management Proposal Form.xlsx</a> <a href="#">[download]</a> 	<input type="checkbox"/> 12.  <a href="#">Addendum 1.pdf</a> <a href="#">[download]</a> 

 = Included in Bid Packet

 = Excluded from Bid Packet

#### Items

<input checked="" type="checkbox"/> <a href="#">Schedule A - Crew including Equipment and Labor</a>	<a href="#">[Description]</a>
<input checked="" type="checkbox"/> <a href="#">Schedule B - Collection of Debris &amp; Hauling to TDMS or Final Destination</a>	<a href="#">[Description]</a>
<input checked="" type="checkbox"/> <a href="#">Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS</a>	<a href="#">[Description]</a>

<input checked="" type="checkbox"/> Schedule D - Additional Hauling Mileage	<a href="#">[Description]</a>
<input checked="" type="checkbox"/> Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps	<a href="#">[Description]</a>
<input checked="" type="checkbox"/> Schedule F - Other Trees, Limbs, & Stumps	<a href="#">[Description]</a>

**Addendum #1 - Made On Apr 21, 2021 10:21:27 PM EDT****New Documents** Addendum 1.pdf**Previous End Date** Apr 27, 2021 2:00:00 PM EDT**New End Date** May 4, 2021 2:00:00 PM EDT**Change Made On Apr 8, 2021 2:42:43 PM EDT****Previous End Date** Apr 20, 2021 2:00:00 PM EDT**New End Date** Apr 27, 2021 2:00:00 PM EDT**Contractor Advertisements**[View All Ads](#)

There are no advertisements on this solicitation.

**Questions? Contact a Periscope Source representative: 800-990-9339 or email: [source-support@periscopeholdings.com](mailto:source-support@periscopeholdings.com)**[Home](#) | [Bid Search](#) | [Bids](#) | [Orders](#) | [Tools](#) | [Support](#) | [Privacy](#) | [Logout](#)

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[Go to Bid Information](#)[View Printable](#)**Question and Answers for Bid #AD-21-02 - Disaster Debris Management Services**[Create New Question](#)

Question Deadline: Apr 5, 2021 8:30:00 PM EDT

**Overall Bid Questions**

There are no questions associated with this bid.

**Questions? Contact a Periscope Source representative: 800-990-9339 or email: [source-support@periscopeholdings.com](mailto:source-support@periscopeholdings.com)**

## KDF Enterprises, LLC

Bid Contact **Jaime Watson**  
**jwatson@kdfglobal.co**  
**Ph 228-355-8934**

Address **370 Mountain View Road**  
**Springville, AL 35146**

Qualifications **PP-VENDORINFO PP-VOSB PP-W9 PP-WBE**

Bid Notes **KDF's complete proposal is uploaded on first line item. Contact Information Form, Non-Collusion Affidavit, and Proposer's Background Information are complete as required in the "documents section " of this bid.**

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	<b>Supplier Product Code:</b>	<b>First Offer - \$320.00</b>	223 / hour	<b>\$71,360.00</b> <b>Y</b> <b>Y</b>
AD-21-02-01-02	Schedule A - Crew including Equipment and Labor: Push Crew Class B	<b>Supplier Product Code:</b>	<b>First Offer - \$295.00</b>	223 / hour	<b>\$65,785.00</b> <b>Y</b>
AD-21-02-01-03	Schedule A - Crew including Equipment and Labor: Cut Crew Class A	<b>Supplier Product Code:</b>	<b>First Offer - \$95.00</b>	223 / hour	<b>\$21,185.00</b> <b>Y</b>
AD-21-02-01-04	Schedule A - Crew including Equipment and Labor: Cut Crew Class B	<b>Supplier Product Code:</b>	<b>First Offer - \$130.00</b>	223 / hour	<b>\$28,990.00</b> <b>Y</b>
AD-21-02-01-05	Schedule A - Crew including Equipment and Labor: Push Loader Crew Class A	<b>Supplier Product Code:</b>	<b>First Offer - \$175.00</b>	223 / hour	<b>\$39,025.00</b> <b>Y</b>
AD-21-02-01-06	Schedule A - Crew including Equipment and Labor: Push Loader Crew Class B	<b>Supplier Product Code:</b>	<b>First Offer - \$150.00</b>	223 / hour	<b>\$33,450.00</b> <b>Y</b>
<b>Lot Total <b>\$259,795.00</b></b>					

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)	<b>Supplier Product Code:</b>	<b>First Offer - \$8.85</b>	230000 / cubic yard	<b>\$2,035,500.00</b> <b>Y</b>
AD-21-02-02-02	Schedule B - Collection of Debris & Hauling to TDMS	<b>Supplier Product</b>	<b>First Offer - \$12.15</b>	230000 / cubic yard	<b>\$2,794,500.00</b> <b>Y</b>

or Final Destination: C&D & **Code:**

Mixed Debris Removal -

Hauling 25 miles away (50 miles round trip)

AD-21-02-02-03	Schedule B - Collection of Debris & Hauling to TDMS or Final Destination: Canals / Waterways Debris Removal - Hauling 25 miles away (50 miles round trip)	<b>Supplier Product Code:</b>	<b>First Offer - \$85.00</b>	230000 / cubic yard	<b>\$19,550,000.00</b>	Y
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AD-21-02-02-04	Schedule B - Collection of Debris & Hauling to TDMS or Final Destination: Curbside Separation of Mixed Debris	<b>Supplier Product Code:</b>	<b>First Offer - \$0.05</b>	230000 / cubic yard	<b>\$11,500.00</b>	Y
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Lot Total **\$24,391,500.00**

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	<b>Supplier Product Code:</b>	<b>First Offer - \$0.95</b>	130000 / cubic yard	<b>\$123,500.00</b>	Y
AD-21-02-03-02	Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: Vegetative Debris Reduction at TDMS	<b>Supplier Product Code:</b>	<b>First Offer - \$2.65</b>	95000 / cubic yard	<b>\$251,750.00</b>	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	<b>Supplier Product Code:</b>	<b>First Offer - \$0.50</b>	35000 / cubic yard	<b>\$17,500.00</b>	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	<b>Supplier Product Code:</b>	<b>First Offer - \$1.00</b>	1 / cubic yard	<b>\$1.00</b>	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	<b>Supplier Product Code:</b>	<b>First Offer - \$8.50</b>	31500 / cubic yard	<b>\$267,750.00</b>	Y

AD-21-02-03-06	Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: Haul-out of C&D Debris to a City Approved Final Disposal Site - Hauling 50 miles	<b>Supplier Product Code:</b>	<b>First Offer - \$8.50</b>	2000 / cubic yard	<b>\$17,000.00</b>	Y
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Lot Total **\$677,501.00**

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	<b>Supplier Product Code:</b>	<b>First Offer - \$7.00</b>	1 / mile	<b>\$7.00</b>	Y

AD-21-02-04-02	Schedule D - Additional Hauling Mileage: Additional Hauling Mileage - Haul-out of Debris from TDMS to a FDS	<b>Supplier Product Code:</b>	<b>First Offer - \$8.00</b>	1 / mile	<b>\$8.00</b>	Y
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Lot Total **\$15.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
AD-21-02-05-01	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: TDMS Remediation	<b>Supplier Product Code:</b>	<b>First Offer - \$5,000.00</b>	1 / acre	<b>\$5,000.00</b>	Y

AD-21-02-05-02	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Bagged Ice	<b>Supplier Product Code:</b>	<b>First Offer - \$0.60</b>	1 / pound	<b>\$0.60</b>	Y
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AD-21-02-05-03	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Bottled Water	<b>Supplier Product Code:</b>	<b>First Offer - \$12.00</b>	1 / case	<b>\$12.00</b>	Y
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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	<b>Supplier Product Code:</b>	<b>First Offer - \$75.00</b>	1 / each	<b>\$75.00</b>	Y
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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	<b>Supplier Product Code:</b>	<b>First Offer - \$25.00</b>	1 / each	<b>\$25.00</b>	Y
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AD-21-02-05-06	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Dead Animal Removal	<b>Supplier Product Code:</b>	<b>First Offer - \$1.00</b>	1 / each	<b>\$1.00</b>	Y
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AD-21-02-05-07	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Limbs, per tree	<b>Supplier Product Code:</b>	<b>First Offer - \$75.00</b>	6000 / each	<b>\$450,000.00</b>	Y
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	<b>Supplier Product Code:</b>	<b>First Offer - \$100.00</b>	196 / each	<b>\$19,600.00</b>	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	<b>Supplier Product Code:</b>	<b>First Offer - \$100.00</b>	1 / each	<b>\$100.00</b>	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	<b>Supplier Product Code:</b>	<b>First Offer - \$150.00</b>	31 / each	<b>\$4,650.00</b>	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	<b>Supplier Product Code:</b>	<b>First Offer - \$300.00</b>	1 / each	<b>\$300.00</b>	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	<b>Supplier Product Code:</b>	<b>First Offer - \$400.00</b>	1 / each	<b>\$400.00</b>	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	<b>Supplier Product Code:</b>	<b>First Offer - \$150.00</b>	1 / each	<b>\$150.00</b>	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	<b>Supplier Product Code:</b>	<b>First Offer - \$300.00</b>	11 / each	<b>\$3,300.00</b>	Y
AD-21-02-05-15	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous	<b>Supplier Product Code:</b>	<b>First Offer - \$500.00</b>	1 / each	<b>\$500.00</b>	Y

Stumps - 48.01 inch to 60 inch  
diameter, per stump

AD-21-02-05-16	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Stumps - 60.01 inch diameter and above, per stump	<b>Supplier Product Code:</b>	<b>First Offer - \$750.00</b>	1 / each	<b>\$750.00</b>	<b>Y</b>
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Lot Total **\$484,863.60**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Atch. Docs	
AD-21-02-06-01	Schedule F - Other Trees, Limbs, & Stumps: Removal of Hazardous Limbs (Non-Eligible) - Hauling 25 miles away, per tree	<b>Supplier Product Code:</b>	<b>First Offer - \$90.00</b>	1 / each	<b>\$90.00</b>	<b>Y</b>
AD-21-02-06-02	Schedule F - Other Trees, Limbs, & Stumps: Removal of Hazardous Trees (Non-Eligible) - Under 6" in Diameter, per tree	<b>Supplier Product Code:</b>	<b>First Offer - \$100.00</b>	1 / each	<b>\$100.00</b>	<b>Y</b>
AD-21-02-06-03	Schedule F - Other Trees, Limbs, & Stumps: Removal of Hazardous Stumps (Non-Eligible) - Under 24" - per stump	<b>Supplier Product Code:</b>	<b>First Offer - \$150.00</b>	1 / each	<b>\$150.00</b>	<b>Y</b>
AD-21-02-06-04	Schedule F - Other Trees, Limbs, & Stumps: Stump Grinding of Flush Cuts (Non-Eligible) - Under 24" diameter, per stump	<b>Supplier Product Code:</b>	<b>First Offer - \$325.00</b>	1 / each	<b>\$325.00</b>	<b>Y</b>
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	<b>Supplier Product Code:</b>	<b>First Offer - \$500.00</b>	1 / each	<b>\$500.00</b>	<b>Y</b>
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	<b>Supplier Product Code:</b>	<b>First Offer - \$675.00</b>	1 / each	<b>\$675.00</b>	<b>Y</b>
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	<b>Supplier Product Code:</b>	<b>First Offer - \$850.00</b>	1 / each	<b>\$850.00</b>	<b>Y</b>
AD-21-02-06-08	Schedule F - Other Trees, Limbs, & Stumps: Stump Grinding of Flush	<b>Supplier Product Code:</b>	<b>First Offer - \$1,025.00</b>	1 / each	<b>\$1,025.00</b>	<b>Y</b>

Cuts (Non-Eligible) - 60.01 inch  
diameter and above

---

Lot Total **\$3,715.00**

Supplier Total **\$25,817,389.60**

## KDF Enterprises, LLC

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

### Attachments

RFP No. AD-21-02 Disaster Debris Management Services.pdf



**To be opened:**  
**TUESDAY,**  
**MAY 4, 2021**  
**@ 2:00 P.M.**

**RFP NO. AD-21-02**

**PROPOSAL FOR DISASTER DEBRIS  
MANAGEMENT SERVICES**

**CITY OF PEMBROKE PINES, FLORIDA**



**370 Mountain View Road | Springville, Alabama 35146 P: 205.687.1875 | F: 404-506-9849 | <http://kdfllc.com>**

**Contact 251-298-8487 | [mwatkins@kdf-global.com](mailto:mwatkins@kdf-global.com)**



KDF Enterprises, LLC

May 4, 2021

City of Pembroke Pines, Procurement Department

Re: RFP # AD-21-02 Disaster Debris Management Services

We are pleased to submit the enclosed proposal for disaster debris management services for the City of Pembroke Pines.

KDF Enterprises, LLC is an experienced full-service disaster recovery and management company capable of providing personnel, equipment and resources to meet the needs of this project. Based in Alabama, our services include debris removal and segregation, demolition and hazardous material management, debris reduction and site management, and the collection/generation of FEMA-required project documentation as well as:

- Marine Debris, Salvage, and Recovery
- Vehicle and Vessel Removal and Processing
- Technical Assistance and Project Management
- Temporary Housing, Workforce Housing and Life Support
- Construction and Construction Management
- Landfill Management
- Civil, Heavy, and Recovery Construction
- Oil Spill Response and Mining
- Right-of-way maintenance
- Beach Restoration
- Canal Bank Stabilization
- Drainage Improvement Projects
- Hazardous Waste Segregation
- Environmental Control
- Traffic Control
- Tree Trimming and Removal
- Emergency Supplies and Support

## PAST EXPERIENCE

The KDF team has provided planning, management, equipment, and personnel for the natural disaster recovery industry for more than 50 years combined. From smaller disasters such as floods and ice storms to major catastrophes, hurricanes, tornados, and earthquakes, we are experienced in all phases of recovery. \*See Tab 1 for a list of recent similar projects and references.

## CURRENT STANDBY CONTRACTS

NAME	TITLE	DATES	CONTACT
City of Dania Beach, Florida	Disaster Debris Removal and Disposal Services	2/10/2021 to 2/10/2024 (3 – 1 year renewals)	Antoine Johnson Office Manager 954-924-6800 x3882 <a href="mailto:apolard@daniabeachfl.gov">apolard@daniabeachfl.gov</a>
Gordon County, Georgia	Debris Removal and Disposal Services	1/25/2021 to 1/25/2024	Regan Bramblett Purchasing Director 706-879-2198 <a href="mailto:regan.bramblett@gordoncounty.org">regan.bramblett@gordoncounty.org</a>
Jefferson Davis Parish, LA	Disaster Debris Removal and Disposal Services	10/1/2020 to 12/31/2021 (2 – 1 year renewals)	Renee H. Hicks Assistant Secretary Treasurer 337-824-4792 <a href="mailto:renee@jdppj.net">renee@jdppj.net</a>
North Carolina Department of Public Safety	Debris Hauling	9/22/2020 to 9/22/2023 (2 – 1 year renewals)	Angie Dunaway, CPPB, CPM, NCCM Purchasing and Contracting Director NC Department of Public Safety (919) 324-6228 <a href="mailto:angie.dunaway@ncdps.gov">angie.dunaway@ncdps.gov</a>
Northwest Florida Water Management District	Pre-Qualified Vendor List for Recovery Efforts And Debris Reduction And Clearance Services	7/1/2020 to 6/30/2025	Lyn Shiver Administrative Assistant Asset Management Northwest Florida Water Management District 81 Water Management Drive Havana, FL 32333 (850) 539-5999 <a href="mailto:Lyn.Shiver@nfwfwater.com">Lyn.Shiver@nfwfwater.com</a>
Sonoma County, CA	Disaster Debris Removal and Disposal	9/1/2020 to 9/1/2023	Brandon Hart Engineering Technician II Integrated Waste Division

			Sonoma County, Transportation & Public Works (707) 565-2901 Brandon.hart@sonoma-county.org
Florida Department of Environmental Protection	Waterway Debris Cleanup	8/4/2020 to 8/4/2023 (1 3-year renewal)	David Glassner Department Contract Manager 850-245-2742 David.glassner@floridaDEP.gov
Hendry County FL	Disaster Debris Removal and Disposal Services	9/1/18 to 9/1/19 (2 – 1 year renewals)	Kelly Onan Hendry County Engineering Department 863-612-4727 konan@hendryfla.net
Alabama ACCA - Region 4	Disaster Debris Removal	10/1/18 to 10/31/19 (2 – 1 year renewals)	Chase Cobb 334-263-7594 ccobb@alabamacounties.org
Village of Pinecrest, FL	Emergency Debris Removal	5/1/19 to 5/1/22 (1 – 2 year renewal)	Eduardo Pozas Administrative Services Manager 305-234-2121 epozas@pinecrest-fl.gov
City of Clermont, FL	Emergency Vegetative Debris Removal Services	6/1/18 to 6/1/21 (3 – 1 year renewals)	Freddy Suarez Purchasing Director 352-241-7350 fsuarez@clermontfl.org
City of Cape Coral, FL	Emergency Disaster Assistance and Debris Removal	8/1/18 to 8/1/21 (1 – 3 year renewal)	Mark Milkovich Procurement Specialist 239-574-0844 mmilkovi@capecoral.net
Miami Dade County, FL	Emergency Debris Removal	5/1/18 to 5/1/23 (1 – 5 year renewal)	Roslyn H. Alic-Batson 305-375-5658 alic@miamidade.gov
Lee County, GA	Disaster Debris Recovery Services	11/1/19 to 3/1/20	
USDA 14th now 30th v1.pdf		3/1/19 to 3/29/24	

\*KDF has over 200 employees and countless subcontractors available to call upon and will dedicate the necessary manpower to complete this contract according to the **City's** specifications.

This proposal provides the information and documentation required for you to be confident that KDF Enterprises, LLC, is not only qualified and able to provide the services outlined in the RFP, but we are the best company to do so. We demonstrate this through our past performance and experience of personnel, as our company structure and ethos, through which we put the customer and the community at the center of everything we do. We confirm that we have fully reviewed and understand the contents and agree to be bound by the requirements of this RFP.

This proposal is in all respects fair and in good faith without collusion or fraud. KDF Enterprises, LLC, agrees to comply with all Federal, State and Local requirements. KDF confirms that it is a validly organized business and is authorized to enter into an agreement with the City of Pembroke Pines. I, Marc Watkins, Vice President of Operations, have the signing authority to bind the principal proponent. We are qualified and able to do business in the State of Florida and are not restricted in any way by financing, legal or contractual agreements or proceeding.

Sincerely,



Marc Watkins  
Vice President of Operations  
251-753-1864 / mwatkins@kdf-global.com



KDF Enterprises, LLC

Disaster Debris Management Services  
City of Pembroke Pines, Florida

## TABLE OF CONTENTS

TAB 1	QUALIFICATIONS AND EXPERIENCE
TAB 2	ABILITY
TAB 3	PROJECT UNDERSTANDING AND TECHNICAL APPROACH
TAB 4	AVAILABILITY OF EQUIPMENT
TAB 5	PROJECT COST
TAB 6	OTHER COMPLETED DOCUMENTS



KDF Enterprises, LLC

Disaster Debris Management Services  
City of Pembroke Pines, Florida

## QUALIFICATIONS AND EXPERIENCE

KDF Enterprises, LLC is a leading nationwide provider of personnel, equipment, and services for disaster recovery as well as general contracting and staffing solutions. Our management team has responded to everything from hurricanes, flooding, and agricultural disasters to debris management, site clearing, and rights-of-way maintenance.

KDF are committed to serving local communities with time critical recovery services and take pride in the reputation we have built for rapid deployment, excellent quality work and highly experienced project management ensuring that we complete our commitments on time and on budget.

We take pride in maintaining the highest levels of safety, quality, and integrity in all our services and operations. KDF management has been involved in over 200 disaster projects throughout the US. Whatever the scale of the event, our resources are substantial. Equipment and personnel can be deployed within hours. In addition to our own assets and resources, KDF maintains relationships with nationwide specialty subcontractors experienced in recovery missions. Our Management team has a thorough understanding of the policies and procedures suggested and/or required by FEMA for reimbursement following major disaster declaration and we can confidently support and navigate our customers through the process.

In addition to our disaster recovery division, KDF also provides utility maintenance, site clearing, tree trimming and removal services to the private sector such as commercial and residential property owners, utility companies, DOT, universities, and Municipalities. With experienced professional management and personnel, KDF can provide the needed expertise for planning, quality project execution and completion.

### PAST PERFORMANCE

KDF Enterprises, LLC and its team have performed the following major debris removal projects and have extensive experience in ensuring compliance with FEMA guidelines and municipalities contracts.

#### 2019 Alabama Tornado, Lee County, Alabama

KDF provided management, collection, removal, and disposal services for tornado related debris to Lee County, Alabama in March 2019. To date 160,000 cubic yards of vegetative debris and close to 7000 tons (14 million pounds) of C&D debris have been removed.

#### 2018 Hurricane Florence, City of Lumberton, North Carolina

KDF provided management, collection, removal, and disposal services for Hurricane Florence related debris to the City of Lumberton, North Carolina in September 2018. Canal operations totaled over 50,000 linear feet. Canal operations used a range of vessels, as canals varied from 4 ft to 40 ft in width.

#### Alabama Tornados 2018

KDF provided management, collection, removal, and disposal of tornado related debris across Calhoun County, Jacksonville and JSU in 2018, managing more than 400,000 cubic yards of debris. \$2,123,286.00

#### 2017 Hurricane Maria, Puerto Rico

**Hurricane Maria** is regarded as the worst natural disaster on record in Dominica and Puerto Rico. The category 5 Hurricane was the deadliest storm of the hyperactive 2017 Atlantic hurricane season. Puerto Rico suffered catastrophic damage, including destruction of its previously damaged electrical grid. Total losses from the hurricane are estimated at upwards of \$91.61 billion (2017 USD), mostly in Puerto Rico, ranking it as the third-costliest tropical cyclone on record. Recovery got off to a slow start in Puerto Rico and starting in Dec 2017 KDF teams assisted in the recovery efforts across the North and East of the Island. \$5,704,277.00.

#### 2017 Hurricane Irma, Florida

Irma was the first Category 5 hurricane of the 2017 Atlantic hurricane season in September and caused widespread and catastrophic damage throughout its long lifetime, particularly in the northeastern Caribbean and the Florida Keys. It was also the most intense hurricane to strike the continental United States since Katrina in 2005, the first major hurricane to make landfall in Florida since Wilma in the same year, and the first Category 4 hurricane to strike the state since Charley in 2004. Total losses from the hurricane are estimated at More than \$50 billion in the US alone. KDF teams assisted in the recovery efforts across multiple counties and cities in Florida. \$15,924,334.00.



KDF Enterprises, LLC

Disaster Debris Management Services  
City of Pembroke Pines, Florida

### **2017 Hurricane Harvey, Houston**

**Hurricane Harvey** is tied with Hurricane Katrina as the costliest tropical cyclone on record, inflicting at least \$125 billion (2017 USD) in damage, primarily from catastrophic rainfall-triggered flooding in the Houston metropolitan area. It was the first major hurricane to make landfall in the United States since Wilma in 2005, ending a record 12-year span in which no hurricanes made landfall at such an intensity in the country. In a four-day period, many areas received more than 40 inches (1,000 mm) of rain as the system slowly meandered over eastern Texas and adjacent waters, causing unprecedented flooding. With peak accumulations of 60.58 in (1,539 mm), Harvey was the wettest tropical cyclone on record in the United States. The resulting floods inundated hundreds of thousands of homes, displaced more than 30,000 people, and prompted more than 17,000 rescues. KDF was onsite as the hurricane hit and KDF teams assisted in the recovery efforts across multiple counties and cities in Texas. Disaster debris removal and disposal of 600,000+ Cubic Yards of debris resulting from Hurricane Harvey in the City of Houston and 700,000+ Cubic Yards in Harris County.

### **2016 Hurricane Matthew**

Hurricane Matthew, a powerful Category 5 Atlantic hurricane, brought widespread destruction, devastation, and loss of life in the fall of 2016. Matthew was the first Category 5 Atlantic hurricane since Felix in 2007 and the second major hurricane to strike the region in the 2016 hurricane season. It caused over \$15 billion worth of damage. This storm swept up the Atlantic seaboard of the United States, leaving extensive property damage and debris in its wake along the coastal areas. KDF was on site as the hurricane struck, ready to direct push crews to clear the roads for emergency vehicles as soon as the storm cleared. After the storm passed, KDF orchestrated recoveries around the Daytona Beach, Florida area; St. Augustine, Florida; as well as the North Carolina counties of Robeson, Bladen, and Columbus leading to hauling over 200,000 cubic yards of debris and cut over 60,000 to help restore these communities.

### **2016 Hurricane Hermine**

Until Hurricane Hermine, Florida had enjoyed a period of about ten years without a hurricane making landfall. In the fall of 2016, Hermine developed as the ninth tropical depression in the and became the hurricane that struck the Florida panhandle, causing substantial damage, debris, and flooding across the region. KDF was on site immediately, working closely with Florida DOT representatives to ensure a quick response. In the recovery, KDF managed the collection, hauling, and proper disposal of over 20,000 cubic yards of debris in Leon County and Tallahassee, Florida.

### **2016 Louisiana Severe Flooding**

During the fall of 2016, Louisiana suffered persistent heavy rainfall resulting in catastrophic flooding in the state. Numerous rivers and other bodies of water reached record heights, and rainfall surpassed twenty inches in various parishes. KDF managed over twenty-five haul trucks in the Baton Rouge and Lafayette areas. This project included the implementation and installation of a GPS tracking system for all the trucks. The GPS system tracked the trucks in real time and stored travel logs of the trucks for the entire project, reviewable by both the monitoring firm and Louisiana DOT. As a result, KDF orchestrated the hauling over 150,000 cubic yards of debris and provided Louisiana a substantial step towards returning the area to normal.

### **2015 – 2016 Texas Flood Event**

After days of heavy rain, Texas was slammed with a slow-moving torrential rainfall that created multiple punishing floods throughout the region. Over 1,000 homes were damaged or destroyed from the resulting disaster. Tens of millions of dollars of repair work was needed to repair and restore public infrastructure and address the resulting debris strewn throughout the area. KDF was involved with hauling and clearing for Hays County, Caldwell County, Martindale, and San Marcos, helping to restore and repair the streets with ROW work as well as clearing debris from the parks and rivers. Search and recover. For our outstanding work, KDF received multiple commendations including the City of San Marcos and Hays County Emergency Medical Services.

### **2015 Avian Flu Outbreak, Iowa**

Two key elements provided by KDF Enterprises, LLC were the preparation and disinfecting of HPAI contaminated facilities. Although activated over the July 4<sup>th</sup> holiday weekend, KDF Enterprises LLC was able to mobilize over 200 staff members and all necessary equipment to Iowa within 24-48 hours to start this project. After seeing our commitment to completing the projects awarded to us, the USDA continued to amend our scope. KDF completed over \$50,000,000 of work within 3 months. Our goal was to have farmers back in their farms and back to normal as soon as possible. Our work was not only well received by the USDA but the farmers themselves, recommending us highly to other farmers in the area and the USDA. While this project was very demanding, KDF's team still met all expectations for work it was carrying out for TXDOT. Cleaning up ROW and Hazardous trees that posed a danger to the public at large.

### **2015 Tennessee Ice Storm**

In February of 2015, Tennessee was hit with an ice storm that was described as the worst ice storm to hit Middle Tennessee in two decades. Power outages spread throughout the area as electric lines suffered from freezing rain and falling limbs. Trees were knocked



KDF Enterprises, LLC

Disaster Debris Management Services  
City of Pembroke Pines, Florida

down due to the staggering amount of ice accumulation. To make matters worse, the temperature was historically low—the lowest average February temperature for the area in over thirty years. Despite these hardships, KDF still managed the hauling of over 160,000 cubic yards of debris from the area.

### **2014 South Carolina and North Carolina Ice Storm**

The mid-February ice storm of 2014 imparted catastrophic economic damage, loss of life, and destruction to North and South Carolina. Snow, sleet, and frozen rain soaked covered the trees and roads wreaking widespread disruption for transportation, power transmission, and daily life. South Carolina suffered over \$360 million worth of damage to its forestland, negatively impacting the very important timber industry in the area. KDF responded quickly to the situation, and managed multiple projects across counties and states. The cut and haul crews covered over 4,600 miles within Horry and Georgetown counties. KDF's team hauled over 75,000 cubic yards of debris and cut over 10,000 broken limbs and leaning trees in Guilford county.

### **2011-2013 Bastrop Wildfire**

The 2011 drought in central Texas paved way for one of the most devastating fires to ever hit the United States, burning over 40,000 acres with 1700 structures damaged. KDF's team were instrumental in assisting Bastrop County through these hard times. Wade Kilpatrick met daily with Bastrop County, FEMA's Environmental team and the Endangered species consultants contracted with FEMA, to be sure no impact was made to the Houston Toad.

### **2011 Tornado Outbreak and Hurricane Irene**

In 2011 hurricane Irene hit the east coast of North Carolina, KDF's Management team members managed 10 projects along the coast. Due to proximity of this storm, logistics was key. Working with clients and utilizing barges to move equipment around where roads had been washed away. The team managed Collection and disposal of 300,000 cubic yards and over 15,000 dangerous hangers from these areas. Due to the amount of flooding along the coast the collection and disposal of HHW was a huge undertaking.

## **REFERENCES**

PROJECT	AMOUNT	SCOPE	POINT OF CONTACT
<b>Lee County Tornado 2019</b> Lee County, AL	\$1,778,000	Management of all debris related services; debris removal, collection and disposal	Robert Ham, Lee County Commissioner 215 S 9th St, Opelika, AL 36801 <a href="mailto:roberthamcommissioner@yahoo.com">roberthamcommissioner@yahoo.com</a> 334-319-0691
<b>Hurricane Florence 2018</b> City of Lumberton, NC	\$2,100,000	Management of all debris related services; debris removal, collection and disposal	Robert Armstrong, Director of Public Works 500 N Cedar St, Lumberton, NC, 28359 <a href="mailto:rarmstrong@ci.lumberton.nc.us">rarmstrong@ci.lumberton.nc.us</a> 910-734-9851
<b>Hurricane Maria Sept. 2017 – May 2018</b> E&N Puerto Rico	\$5,704,277	Management of all debris related services; debris removal, collection, DMS site management and disposal	David Eblen Project Lead/RPF Emergency Services 2901 Seventh St Tuscaloosa, AL 35401 <a href="mailto:dhetiger9403@gmail.com">dhetiger9403@gmail.com</a> 251-379-0599
<b>Hurricane Irma Sept. 2017 – April 2018</b> Florida, Multiple Counties and Brunswick County, GA	\$15,924,334		
<b>Hurricane Harvey Aug. 2017 – April 2018</b> City of Houston and Harris County, TX	\$24,441,447		
<b>Texas Floods 2015</b> City of San Marcos, TX	\$365,998	Management of ROW debris collection and removal services due to flood damage	Amy Kirwin, Community Manager City Hall, 630 East Hopkins, San Marcos, TX, 78666



KDF Enterprises, LLC

Disaster Debris Management Services  
City of Pembroke Pines, Florida

			<a href="mailto:akirwin@sanmarcostx.gov">akirwin@sanmarcostx.gov</a> 512-393-8419
<b>Texas Floods</b> 2015 City of Wimberley, TX	\$657,554	Management debris removal and disposal services due to flood damage	Cathy Montgomery, Operations Director PO Box 33, Wimberley TX, 78676 <a href="mailto:ems@wimberleyems.com">ems@wimberleyems.com</a> 512-847-2526
<b>Texas Floods</b> 2015 Caudwell County, TX	\$175,599	Management debris removal and disposal services due to flood damage	Jordan Powell, Assistant District Attorney 1703, S Colorado St, Box 5, Lockhart, TX, 78644 <a href="mailto:jordanpowell@co.caldwell.tx.us">jordanpowell@co.caldwell.tx.us</a> 512-398-1811

## EXPERIENCE WITH FEMA REIMBURSEMENT

KDF has many years of experience in successful FEMA reimbursement work and no client has ever been denied reimbursement for work KDF has performed. Our FEMA liaison officers are fully versed in this process, including FEMA documentation, eligibility and compliance and are available to provide as much support and assistance as required before, during and after the recovery process to ensure full reimbursement for our clients. All our management team and our FEMA liaison officers have taken formal FEMA certified training and are also able to provide in-house training to whatever level is required by **the City of Pembroke Pines**.

## DOCUMENTATION

Accurate documentation and reporting management are critical functions of each project, ensuring that **the City of Pembroke Pines** is provided with data required for receipt of federal funds. At KDF we have developed processes to ensure high quality documentation is captured and available to our customers. We utilize industry leading **OCR software** (optical character recognition software) which enables us to convert hand-written/scanned printed tickets directly onto the KDF servers. This improves capture time and accuracy and can be used with our own or customer field tickets. At our initial meeting with **the City of Pembroke Pines**, we will formalize our reporting and monitoring processes to ensure they meet the needs of both organizations and are established prior to project initiation.

As part of this process daily progress and quality control reports will be submitted to you which specify the extent and achievements of the current day as well as the schedule for the next day. Reports will include a list of roads that were cleared, number of Crews to include level of equipment, daily and cumulative totals of debris removed by type, daily and cumulative totals of debris processed, daily estimate of hazardous waste debris segregated, cumulative amount of hazardous waste stored, number of hazardous trees and hanging limbs removed as well as current or potential issues highlighted with solutions and a schedule of work completed/work planned for the following day. Each daily report should give a clear snapshot of daily and cumulative progress of all deliverables of the project as well as a projected completion date. **Reimbursement assistance** can be provided by KDF to **the City of Pembroke Pines** if required. We have extensive experience in providing the necessary documentation and support in preparing reimbursement claims and will agree with you at the outset of the project what level of support is appropriate.

## FLORIDA BUSINESS LICENSE

See attached authorization to do business from the Florida Secretary of State.

**2021 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# M16000008570

**Entity Name:** KDF ENTERPRISES LLC**Current Principal Place of Business:**370 MOUNTAIN VIEW RD  
SPRINGVILLE, AL 35146**FILED**  
**Mar 02, 2021**  
**Secretary of State**  
**4158442792CC****Current Mailing Address:**5000 THAYER CENTER  
STE C  
OAKLAND, MD 21550 US**FEI Number:** 47-1244278**Certificate of Status Desired:** No**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:** BILL HAVRE

03/02/2021

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title	MGR	Title	MANAGER
Name	KILPATRICK, BAILLIE	Name	COLVIN, CINDY
Address	622 HWY 95 S	Address	370 MOUNTAIN VIEW RD
City-State-Zip:	ELGIN TX 78621	City-State-Zip:	SPRINGVILLE AL 35146

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:** KILPATRICK , BAILLIE

MANAGER

03/02/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date

## ABILITY

Our senior management team has developed an approach for responding to disasters that places it ahead of the industry. This approach governs the daily activities of KDF and is rooted in the following five principles:

- **Responsiveness**: We respond with a sense of urgency to satisfy our client's needs.
- **Innovation**: We strive to implement creative solutions that wholly satisfy the project's issues.
- **Safety**: We define ourselves by the safety of our employees and the communities where we work.
- **Competitiveness**: We offer a great value service that balances cost with performance ensuring we complete each project on time and on budget
- **Ethical**: We approach each client and project with the highest regard for ethical standards and place honesty and integrity at the heart of what we do.
- 

## COMPLIANCE STANDARDS AND PROCEDURES

At KDF our goal is to provide knowledgeable, dependable and flexible solutions to meet the needs of our customers while maintaining the highest levels of ethical conduct and compliance. We have set high professional standards for ourselves and our contractors which run through every aspect of what we do. These are at the core of our employee training commitments to ensure that all our employees are not only highly competent in their individual roles but also that they are experts in our company policy and ethos. We expect this to be demonstrated in all our interactions with colleagues, customers, and the public. Our chief compliance officer is part of our senior management team to ensure that these standards are incorporated into every area of the company. We pride ourselves on the honesty and integrity of our employees and our compliance procedures and standards coupled with our employee training keeps us all accountable with every action every day.

## QUALITY CONTROL

For every project, a specific Quality Control plan will be developed, and this will outline the QC organization, roles and responsibilities, subcontractor roles and responsibilities, documentation requirements, detailed project milestones, monitoring procedures, close out procedures, issue management and termination procedures. All employees and subcontractors must adhere to the QC program and our QC lead will be onsite to monitor adherence throughout the project. A strict and formal set of QC procedures are developed for every project to ensure that documentation procedures are appropriately actioned resulting in the highest quality of data made available. Daily Quality Control reports are completed and circulated to the client and the PM and QC lead will monitor the information in these daily reports to ensure accuracy of data and adherence to the agreed QC plan. All this data will ensure that the project is on track both in terms of progress against milestones and quality of data produced and that this is communicated to the client at an agreed frequency.

## SAFETY PROCEDURES

Safety of our employees and the public are critical aspects to any project and as such safety and hazard procedures are incorporated into every part of our project plans led by our corporate safety plan. Each individual project and customer will be provided with a project specific safety plan developed in accordance with all appropriate safety regulations. All our employees receive formal training on our corporate safety plan as well as project specific training which is carried out at project induction. Each employee is required to maintain a minimum 40 OSHA certification level and receives bonuses based on their individual safety achievements.

Our aim is to provide a safe work environment to protect all personnel and property throughout the project, minimize/eliminate any potential hazards, ensure all employees are safe and competent to complete their obligations, provide continual monitoring on safety practices throughout the project and ensure any accidents are dealt with appropriately. Communication is critical to the successful implementation of these procedures and this is outlined in our corporate communication plan to ensure that ongoing safety practices are reviewed daily.

## EMPLOYEE TRAINING

At KDF we know that Our employees are our greatest asset and so investment in appropriate training to ensure that we can offer the best possible service to our customers is essential. We have an in-house training program that all employees are required to complete which includes topics such as safety, compliance, quality, and responsibility. Our first responders are a critical part of our disaster management services and so training and regular practice and updates to this training drive part of their personal training plans. In addition, all appropriate staff complete ongoing industry and professional development training every year as outlined in their personal development plans. Our corporate training plan allows us to focus the training of our employees to ensure that we have qualified staff with expertise in our core business. Employee personnel records are continually reviewed to ensure that at project initiation all qualifications, licenses and training are up to date and employees are ready for work. Employee background checks are



KDF Enterprises, LLC

Disaster Debris Management Services  
City of Pembroke Pines, Florida

carried out on all new employees and this is an important requirement of working for and representing KDF. We use E-Verify as part of our Employee management process.

## **EQUAL OPPORTUNITIES**

KDF is an equal opportunity employer, and recruiting decisions are made based on skill, experience and suitability for the role along with business need rather than on race, gender, color, age, religion, sexual orientation, national origin, ancestry, marital status, veteran status, politics or any other factor protected by law.

## **SUBCONTRACTING PLAN**

In accordance with KDF Enterprises, LLC policies, it is our practice to use Local and other Small Businesses including, amongst others, minority-owned, women-owned, veteran owned businesses. We have a long list of contractors which we can access; however, for this project we will draw from a shorted targeted list of trusted subcontractors which includes woman/vet/minority and HUB owned businesses from the surrounding States. When establishing a response team, we will focus on finding and using local companies. Using local subcontractors and suppliers facilitates a quicker response, as resources are already in place when needed, and drives money back into the area's economy. All subcontractors need to be of a high standard and qualified to do the work and will be approved by the City prior to starting work.

KDF conforms with all regulations regarding MBE/WBE/DBE/HUB businesses and will endeavor to work with qualified DBE/HUB businesses wherever possible. If the needs of the project require additional subcontractors, we will use local registers and databases of MBE/WBE/DBE/HUB businesses to find additional subcontractors. In addition, we confirm that we will take the following affirmative actions to support MBE participation in this project:

- Placing qualified small and minority businesses and women's business enterprises on solicitation list
- Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources
- Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises
- 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

## **KEY PERSONNEL**

At KDF we pride ourselves on delivering within the agreed timeframe, and we have never defaulted on any project for time mismanagement or any other reason. We have a dedicated team identified for this project and are committed to maintaining the same project manager throughout the project's entirety to ensure that all agreed milestones are met.

Having worked every major hurricane since 2003, as well as other disasters, our senior leadership team has spent many years practicing and perfecting communication channels and organizational structures which drive success. Communication and accountability are at the core of these processes, along with structured and developed project management. At all stages of the project, we use a RACI model (Responsible, Accountable, Consulted, informed) to drive project progress by ensuring that everyone is accountable and understands their own responsibilities. We have found this a great way to communicate both internally and with the entities we work with and leads to very clear coordination of activities, distribution of information across organizations and, ultimately, project success. The percent of time availability for each of the team will be dependent on the size and scale of the project and what is needed to ensure successful completion within the agreed time scales. Project Manager and the local project team will be 100% dedicated to the project with appropriate time allocation for the support service functions. This will be agreed with the City at the outset.

In addition to our core team, KDF maintains a solid group of superintendents, project coordinators, project operators, CDL drivers, mechanics, groundsmen, and certified traffic control operators who are all experienced in the disaster recovery field. KDF believes that its employees are its greatest assets, and their safety is of the highest priority. Each KDF employee is required to maintain a minimum OSHA certification level. KDF Enterprises owns a fleet of trucks and specialized heavy equipment specifically designed for debris recovery. In addition, we have strong relationships with hundreds of subcontractors through whom we have access to additional equipment and expertise. KDF and out subcontractors have contracts with national equipment leasing companies ensuring that we can mobilize a substantial fleet of debris recovery vehicles to meet the needs of this project.



KDF Enterprises, LLC

Disaster Debris Management Services  
City of Pembroke Pines, Florida

Once a storm hits, KDF's Project Manager, along with the **City's** representative, will take area maps and divide into manageable zones divided by roads. Subcontractors or KDF's company owned equipment will be assigned to zones. This ensures we can verify that roads have been completed in each zone for each pass required. Depending upon each zone's size, a KDF supervisor will be assigned to the zone to verify a pass has been completed on each road. The Supervisor will stay in contact with the **City's** representative to ensure that there is agreement that a full pass of each zone has been made and date completed. All of this enables us to manage our capacity effectively and ensures that our current workload does not affect our ability to provide the services within this RFP within the agreed timeframe.

## TRAINING AND PROFESSIONAL EXPERIENCE

The following chart displays the qualifications, certifications and experience of KDF key personnel to be assigned to this project. \*Also see attached organization chart.

TEAM MEMBER	KEY QUALIFICATIONS	STORM/DISASTER PROJECTS
WADE KILPATRICK	<ul style="list-style-type: none"> <li>President/Owner of KDF Enterprises, LLC</li> <li>15 Years of Storm/Disaster Experience</li> <li>OSHA 510: 40 Hour Construction Safety</li> <li>OSHA HAZWOPPER 40 Hours</li> <li>OSHA 7600 Disaster Site Worker</li> <li>OSHA Construction Safety 10 Hour</li> <li>IS 00700: NIMS, an Introduction</li> <li>Areas of Expertise: Public Assistance Projects, FEMA Project Worksheet Development, Supervising Field Operations, FEMA Appeals Support, FEMA Compliance Monitoring and Auditing Oversight, Collection/Disposal Monitoring, Private Property Debris Removal Administration, Waterway Cleanup</li> </ul>	<ul style="list-style-type: none"> <li>Hurricane Florence</li> <li>Alabama Tornado</li> <li>Hurricane Hermine</li> <li>Bastrop Wildfire</li> <li>Hurricane Harvey</li> <li>Hurricane Maria</li> <li>Hurricane Irma</li> <li>Hurricane Matthew</li> <li>Hurricane Ike</li> <li>Hurricane Wilma</li> <li>Hurricane Irene</li> <li>Hurricane Katrina</li> <li>Hurricanes Charley and Frances</li> <li>*</li> </ul>
MARC WATKINS	<ul style="list-style-type: none"> <li>30+ Years of Experience in Construction and Disaster Response Recovery</li> <li>Director of Business Development of KDF Enterprises, LLC</li> <li>Served in Many Capacities on Storm Debris Removal Projects, including Operations Manager, Project Manager and Quality Control Systems Manager</li> <li>Other Areas of Expertise: Estimating, DMS Operations, FEMA Compliance, Waterway Debris Removal, Debris Management, Private Property Debris Removal and Client Relations</li> <li>FEMA Certifications: IS-00033.17, IS-00632, IS-00035.17, IS-00100, IS-200.C, IS-00700</li> <li>BS in Business Management/Finance (1996)</li> </ul>	<ul style="list-style-type: none"> <li>SC Winter Ice Storm</li> <li>Louisiana Floods</li> <li>Hurricane Matthew</li> <li>Hurricane Hermine</li> <li>Hurricane Harvey</li> <li>Hurricane Irma</li> <li>Alabama Tornado</li> <li>Hurricane Michael</li> <li>Deepwater Horizon Oil Spill</li> </ul>
BRYCE FLETCHER	<ul style="list-style-type: none"> <li>30 Years of Experience</li> <li>Project Management</li> <li>Disposal Site Management</li> <li>Inter-local Coordination</li> <li>FEMA/FHWA Grant Administration</li> <li>Project Staffing</li> <li>Data Management</li> <li>Project Closeout</li> <li>Vessel Removal</li> <li>TCIA/ISA guidelines and compliance</li> <li>Operation and basic maintenance on variety of heavy equipment (i.e., dozers, front-end loaders, excavators, chain saws)</li> <li>OSHA 40-Hour general Industry Safety Certified - 2020</li> <li>Certified Treecare Safety Professional TCIA CTSP #03304 – 2019</li> </ul>	<ul style="list-style-type: none"> <li>Hurricane George</li> <li>Gwinnett County Tornadoes</li> <li>Red River Floods</li> <li>Hurricane Fran</li> <li>Hurricane Erin</li> <li>Midwestern Floods</li> <li>Hurricane Andrew</li> <li>Hurricane Hugo</li> </ul>



KDF Enterprises, LLC

Disaster Debris Management Services  
City of Pembroke Pines, Florida

	<ul style="list-style-type: none"> <li>Qualified Crew Leader Certified TCIA - 2019</li> <li>Certified Chainsaw Safety Professional TCIA – 2019</li> <li>Certified Ground Operations Specialist TCIA -2019</li> <li>Certified Tree Worker Safety Professional TCIA – 2019</li> <li>Qualified Technical Tree Safety Supervisor NATS - 2018</li> <li>Tree Risk Assessment Qualified ISA – 2018</li> <li>Electrical Hazards Awareness Trained TCIA - 2018</li> <li>Certified Quality Control (USACE) – 2009</li> <li>Safety Guidelines Class (USACE) – 1993</li> <li>•</li> </ul>	
PETER SANDER	<ul style="list-style-type: none"> <li>16 Years of Storm/Disaster Experience</li> <li>9 Years of QA Experience</li> <li>Project Manager/Operations Manager</li> <li>OSHA Construction Safety and Health 30-Hour</li> <li>HAZWOPER 40 Plus Hours</li> <li>Key Expertise: Project Management, Disposal Site Management, Inter-local Coordination, FEMA/FHWA Grant Administration, Project Staffing, Data Management, Project Closeout and Vessel Removal</li> </ul>	<ul style="list-style-type: none"> <li>Hurricane Maria</li> <li>Hurricane Irma</li> <li>Louisiana Floods</li> <li>Hurricane Hermine</li> <li>Hurricane Matthew</li> <li>Winter Storm Pax</li> <li>Bastrop Wildfire</li> <li>Hurricane Katrina</li> <li>Groundhog Day Tornado</li> <li>Hurricane Irma</li> </ul>
MARK A. WELLS	<ul style="list-style-type: none"> <li>13 Years of Storm/Disaster Experience</li> <li>Operations/Project Management on Multiple Disaster Response Projects</li> <li>Levee and Environmental Experience</li> <li>Federal Government Project Liaison</li> <li>Extensive Experience Creating and Facilitation Intensive Training Programs</li> <li>Project Supervisor Levee work USACE 2013 Nebraska, South Dakota, Iowa, and Missouri</li> </ul>	<ul style="list-style-type: none"> <li>Hurricane Harvey</li> <li>Hurricane Irma</li> <li>Hurricane Maria</li> <li>Hurricane Matthew</li> <li>Alabama Tornados</li> </ul>
BROCK NAVARRO	<ul style="list-style-type: none"> <li>20 Years of Experience</li> <li>Marine Corps – Honorable Discharge (2000)</li> <li>PG&amp;E Vegetation Program</li> <li>Project Management</li> <li>Safety Program Management</li> <li>Tree Care Safety</li> <li>ISA Certified Arborist (WE-8695A)</li> <li>CTSP (TCIA 029-25)</li> <li>CPR/AED, First Aid and Blood Borne Pathogens Instructor (EMS Safety CA7668)</li> <li>CPR/First Aid Certified (Red Cross GUZ30D)</li> <li>OSHA 10 Course (OEC-15320448)</li> <li>Tree Care Safety Specialist (TCIA)</li> <li>Tree Climber Specialist (TCIA)</li> <li>Areal Rescue Training Certified (TCIA)</li> <li>EHAP Certified (TCIA)</li> </ul>	<ul style="list-style-type: none"> <li>California Wildfires</li> </ul>
RONNIE COLIS	<ul style="list-style-type: none"> <li>20+ Years of Experience</li> <li>Background in Project Management, Safety Program Development/Management, Tree Care Safety and Traffic Control</li> <li>I.S.A Certified Arborist, Utility Specialist, Municipal Specialist, Tree Risk Assessment Qualified</li> <li>T.C.I.A Tree Care Safety Specialist, Chainsaw Specialist, Ground Operations Specialist, Chipper Operator Specialist, Compact Lift Specialist, Tree Apprentice, Tree Climber Specialist, Plant Health Care Technician, Ariel Rescue, Ariel Lift Specialist, Crew Leader, Crane Operator Specialist, S.R.T. Climber, Tree Care Specialist, and E.H.A.P</li> <li>A.T.S.S.A Traffic Control Technical California, Traffic Control Supervisor California</li> </ul>	<ul style="list-style-type: none"> <li>California Wildfires</li> </ul>



	<ul style="list-style-type: none"> <li>• OSHA 10-Hour Certification</li> <li>• Red Cross CPR/First Aid Certified Instructor</li> <li>• Commercial Driver's License with Airbrake</li> </ul>	
TIM BARNA	<ul style="list-style-type: none"> <li>• 4 Years of Storm/Disaster Experience</li> <li>• Background in Financial Reporting and Safety Management</li> <li>• Experience in Debris Cleanup and DMS Management</li> <li>• Bachelor's Degree (1986)</li> <li>• FINRA, 7 and 66 Securities Licensed</li> <li>• California Department of Insurance, California Insurance Licensee + Long Term Care &amp; Annuity</li> <li>• OSHA Safety Training Institute, HAZWOPPER 40hr</li> <li>• DPR, QAL - Qualified Application License</li> </ul>	<ul style="list-style-type: none"> <li>• Hurricane Laura</li> <li>• Santa Rosa/Napa Wildfires</li> <li>• Hurricane Michael</li> </ul>

## CURRENT WORKLOAD

See **Letter of Interest** for a list of current contracts. In addition, KDF has over 200 employees and countless subcontractors available to call upon and will dedicate the necessary manpower to complete this contract according to the **City's** specifications.

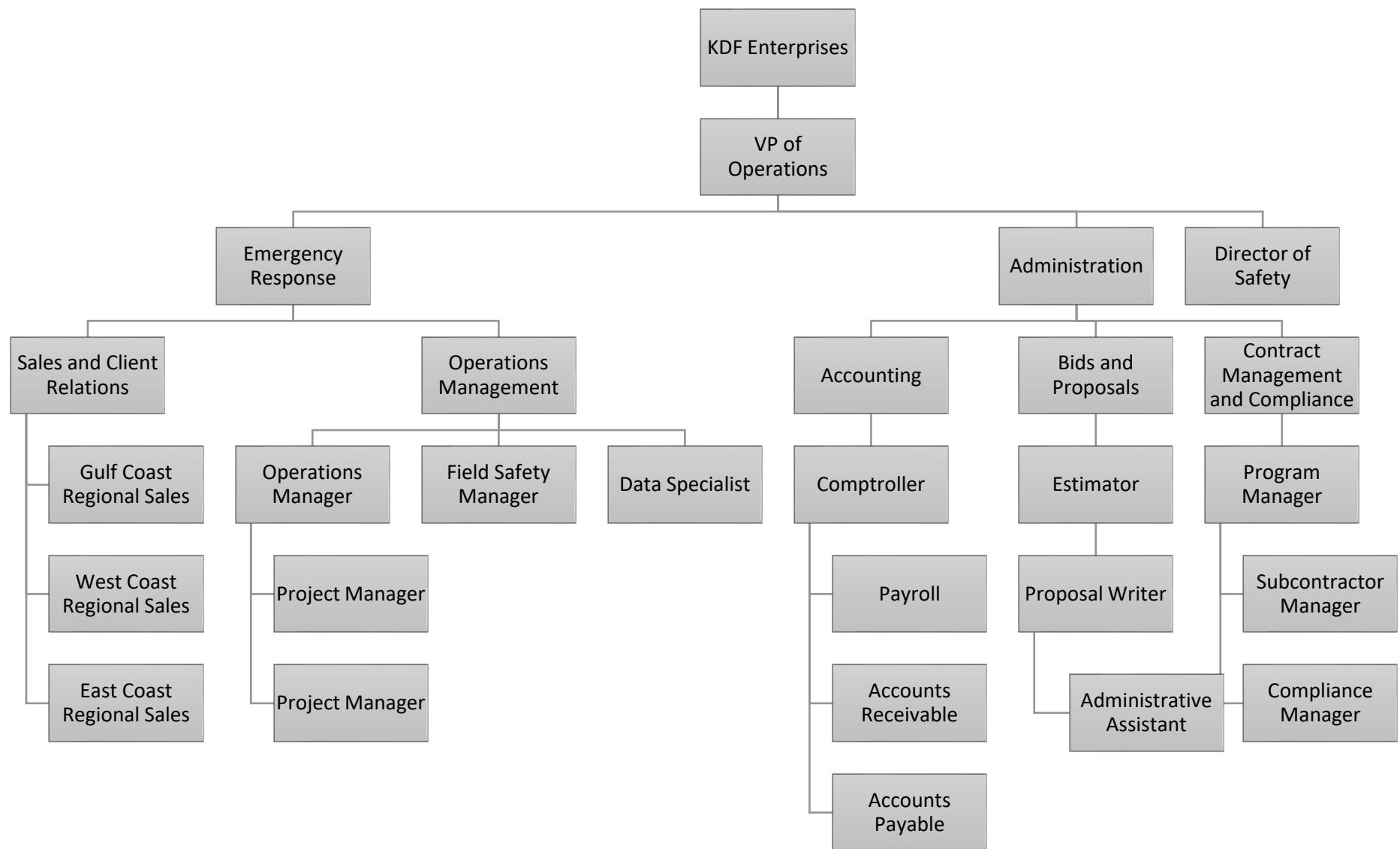
## FINANCIAL CAPABILITY

See attached bonding letter, bank reference letter, insurance certificate, and financial statements for evidence of KDF's financial stability and capacity.



KDF Enterprises, LLC

Disaster Debris Management Services  
City of Pembroke Pines, Florida



KDF Enterprises, LLC

Disaster Debris Management Services  
City of Pembroke Pines, Florida



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: \_\_\_\_\_

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					



City of Pembroke Pines

## Attachment H

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

\*KDF is in the process of having our financials audited and can be provided to the City as soon as they are available. Please see the attached most recent financial statement.

KDF ENTERPRISES, LLC

SPRINGVILLE, ALABAMA

REVIEWED COMBINED FINANCIAL STATEMENTS

FIVE MONTHS ENDED MAY 31, 2020

REPORT OF  
**W THOMAS KING**  
CERTIFIED PUBLIC ACCOUNTANT

## CONTENTS

	Page
INDEPENDENT ACCOUNTANT'S REVIEW REPORT .....	3
REVIEWED FINANCIAL STATEMENTS:	
Balance Sheet .....	4
Statement of Income and Members' Equity .....	5
Notes to Financial Statements .....	6

**W THOMAS KING**  
CERTIFIED PUBLIC ACCOUNTANT

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**INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

I have reviewed the accompanying consolidated financial statements of KDF Enterprises, LLC which comprise the balance sheet as of May 31, 2020, and the related statement of income and retained earnings for the five months 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, I do not express such an opinion.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of the 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**

My 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 AICPA. Those standards require me to perform procedures to obtain limited assurance as a basis of reporting whether I am 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. I believe that the results of my procedures provide a reasonable basis for my conclusion.

**Other Matters**

Inasmuch as the statement of cash flows has been omitted, the financial statements presented herein do not comply with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA.

**Accountant's Conclusion**

Based on my review, I am not aware of material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

*W Thomas King, CPA*

W Thomas King  
Certified Public Accountant

Mobile, Alabama

June 25, 2020

## CONSOLIDATED BALANCE SHEET

May 31, 2020

## ASSETS

KDF ENTERPRISES, LLC KDF FORESTRY, INC CONSOLIDATED

## ASSETS

CURRENT ASSETS

Cash in Bank	\$ 209,605	\$ 6,907,647	\$ 7,117,252
Accounts Receivable	37,280	14,936	52,216
Notes Receivable Affiliates	462,587		462,587
<u>TOTAL CURRENT ASSETS</u>	<u>709,471</u>	<u>6,922,583</u>	<u>7,632,054</u>

PROPERTY AND EQUIPMENT

Autos and Trucks	725,296	4,320	729,616
Equipment	1,473,886	153,268	1,627,154
<u>TOTAL PROPERTY AND EQUIPMENT</u>	<u>2,199,182</u>	<u>157,588</u>	<u>2,356,770</u>
Less Accumulated Depreciation	(968,480)	(31,512)	(999,992)
<u>NET PROPERTY AND EQUIPMENT</u>	<u>1,230,702</u>	<u>126,076</u>	<u>1,356,778</u>

OTHER ASSETS

Portion of Net Profit due from Susidiary	4,557,734		4,557,734
<u>TOTAL ASSETS</u>	<u>\$ 6,497,906</u>	<u>\$ 7,048,659</u>	<u>\$ 13,546,566</u>

## LIABILITIES AND MEMBERS' EQUITY

LIABILITIESCURRENT LIABILITIES

Accounts Payable	\$ 15,822	\$ 72,900	\$ 88,722
Accrued insurance and other liabilites	307,950	(2,469)	305,481
Loan from Member	10,000	-	10,000
<u>TOTAL CURRENT LIABILITIES</u>	<u>333,772</u>	<u>70,431</u>	<u>404,203</u>

LONG-TERM LIABILITIES

Payroll Protection Program Loan		2,746,800	2,746,800
Portion of net income due to parent company		4,557,734	4,557,734
<u>TOTAL LONG-TERM LIABILITIES</u>		<u>7,304,534</u>	<u>7,304,534</u>
<u>TOTAL LIABILITIES</u>	<u>333,772</u>	<u>7,374,965</u>	<u>7,708,737</u>

MEMBERS' EQUITY

Members' Investments	931,416	-	931,416
Members' Distributions	(824,300)	(551,125)	(1,375,424)
Retained Earnings - beginning of period	1,923,561	(914,644)	1,008,917
Net income - 5 months ended May 31, 2020	(424,277)	5,697,167	5,272,890
Parent Company Portion of Net			
Income from Subsidiary	4,557,734	(4,557,734)	
<u>TOTAL MEMBERS' EQUITY</u>	<u>6,164,134</u>	<u>(326,335)</u>	<u>5,837,799</u>
<u>TOTAL LIABILITIES AND MEMBERS' EQUITY</u>	<u>\$ 6,497,906</u>	<u>\$ 7,048,629</u>	<u>\$ 13,546,536</u>

**CONSOLIDATED STATEMENT OF INCOME AND MEMBERS' EQUITY**  
**FIVE MONTHS ENDED MAY 31, 2020**

	KDF ENTERPRISES, LLC	KDF FORESTRY, INC	CONSOLIDATED
<b><u>Revenues</u></b>			
<b><u>Revenue</u></b>			
Debris Removal	\$ -	\$ 17,717,577	\$ 17,717,577
Construction and Demolition	42,529	42,529	42,529
Labor Revenue		15,862	15,862
	<u>TOTAL REVENUE</u>	<u>42,529</u>	<u>17,733,439</u>
		<u>17,733,439</u>	<u>17,775,968</u>
<b><u>Cost of Goods Sold</u></b>			
Subcontractors	60,008	1,986,963	2,046,972
Labor		7,285,987	7,285,987
Equipment Rental	20,000	701,284	721,284
Repairs and Maintenance	9,292	97,518	106,810
Other Materials and Supplies	1,355	158,765	160,121
	<u>Total Cost of Goods Sold</u>	<u>90,655</u>	<u>10,230,519</u>
		<u>10,230,519</u>	<u>10,321,174</u>
	<b>GROSS PROFIT</b>	<b>(48,126)</b>	<b>7,502,921</b>
		<b>7,502,921</b>	<b>7,454,794</b>
<b><u>General and Administrative Expense</u></b>			
Automobiles Expense	173	354,518	354,692
Advertising	413	1,675	2,088
Bank Fees	1,416	355	1,771
Bid and Porposal Expenses	9,742	39,661	49,403
Depreciation	64,774	31,512	96,286
Dues and Subscriptions	861	3,812	4,672
Fuel and Oil	10,876	244,911	255,787
Insurance	8,439	452,628	461,067
Interest, Penalties and Fees	12,130	12,748	24,878
Internet and Telephone	2,663	16,388	19,051
Legal and Professional Fees	41,657	227,054	268,711
License, Registrations and Fees	4,865	37,683	42,548
Office Salaries and Wages	122,617	-	122,617
Rental Expense	3,000	28,492	31,492
Repairs and Maintenance	19,546	108,506	128,052
Taxes and Licenses	16,034	1,300	17,334
Travel	23,872	103,421	127,293
Utilities	4,814	3,534	8,348
Other Office Supplies and Expense	28,259	137,556	165,815
	<u>Total General &amp; Administrative</u>	<u>376,150</u>	<u>1,805,754</u>
		<u>1,805,754</u>	<u>2,181,904</u>
	<b>NET INCOME</b>	<b>(424,277)</b>	<b>5,697,167</b>
		<b>5,697,167</b>	<b>5,272,890</b>
<b>Members' Equity - Beginning of Period</b>	<u>6,588,411</u>	<u>(6,023,502)</u>	<u>564,909</u>
<b>MEMBERS' EQUITY - END OF PERIOD</b>	<b>\$ 6,164,134</b>	<b>\$ (326,335)</b>	<b>\$ 5,837,799</b>

KDF ENTERPRISES, LLC  
NOTES TO FINANCIAL STATEMENTS  
May 31, 2020

NOTE A - ORGANIZATION

KDF Enterprises, LLC was formed on July 1, 2014. The Company provides disaster management and debris removal services, hauling services, tree trimming and removal services, land clearing, and demolition services throughout the United States. The Company's expertise includes disaster recovery following hurricanes, floods, ice storms, droughts, fires, and disease and insect infestation. Customers include federal agencies, municipalities and private companies. The Company also provides residential housing restoration services for HUD in Puerto Rico following Hurricane Maria. KDF Forestry, LLC provides tree removal and clearing services around power lines and on rights of way in California.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Company uses the accrual method of accounting for financial reporting as well as for federal and state income tax purposes.

Cash and cash equivalents include checking accounts, savings accounts and certificates of deposit with original maturities of twelve months or less.

The length of contracts varies but is typically less than one year. In accordance with normal practice in the construction industry, the Company includes asset and liability accounts relating to construction contracts in current assets and liabilities even when such amounts are realizable or payable over a period in excess of one year.

Property and equipment are stated at cost. Depreciation is computed using the straight-line method for financial reporting purposes. For federal income tax purposes, depreciation is computed under the accelerated cost recovery system and the modified accelerated cost recovery system. When assets are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in income for the period. The cost of maintenance and repairs is charged to income as incurred; significant renewals and betterments are capitalized. A deduction is made for retirements resulting from renewals or betterments.

	<u>Income Tax</u>	<u>Financial Statements</u>
Equipment	5-7 years	7-10 years
Vehicles	5-7 years	7 years
Office equipment	5-7 years	5-10 years

**KDF ENTERPRISES, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**May 31, 2020**

In the event that facts and circumstances indicate that the cost of assets may be impaired, an evaluation of recoverability would be performed. If an evaluation is required, the estimated future undiscounted cash flows associated with the asset would be compared to the asset's carrying amount to determine if a write-down to market value or discounted cash flows value is required. No impairment losses were recognized in 2020.

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. These estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

**NOTE C - COMBINATION OF FINANCIAL STATEMENTS**

The financial statements presented herein include KDF Enterprises, LLC and KDF Forestry, Inc. The sole member of KDF Enterprises, LLC owns a 80% interest in KDF Forestry, Inc. Inter-company transactions have been eliminated in the combined financial statements. As of May 31, 2020, the Company has no loans or guarantees under which it could potentially be required to perform in relation to its affiliation with KDF Forestry, Inc.

**NOTE D - RELATED PARTY TRANSACTIONS**

The Company's office building is leased from Penny Lane, LLC, which is owned 100% by the sole member of the Company. The Company has no lease in force. Consequently, there is no minimum future rent due.

**NOTE E - CONCENTRATIONS OF CREDIT RISK**

More than 99% of the Company's sales are to federal, state and local governments. In addition, the Company does not restrict its business to any single geographic area. For these reasons, there do not appear to be any significant concentrations of credit risk related to income.

KDF ENTERPRISES, LLC  
NOTES TO FINANCIAL STATEMENTS  
May 31, 2020

**NOTE F - INCOME TAXES**

The companies have elected to be treated as pass-through entities for income tax purposes and, as such, are not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by their owners on their respective income tax returns. The federal tax status of the companies as pass-through entities is based on their legal status as limited liability companies. Accordingly, they are not required to take any tax positions in order to qualify as a pass-through entity. The companies are required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the companies have no other tax positions which must be considered for disclosure. The company income tax returns are subject to examination by the taxing authorities for a period of three years after the original due date of the return or the date the return was actually filed, whichever is later. Management believes that all of the positions taken on its federal and state income tax returns would more likely than not be sustained upon examination. Nevertheless, since tax matters are subject to some degree of uncertainty, there can be no assurance that the LLC's tax returns or the S Corporation's tax returns will not be challenged by the taxing authorities and that the companies or their members/shareholders will not be subject to additional tax, penalties and interest as a result of such challenge. Years remaining open to examination are 2019, 2018 and 2017.

**NOTE G - ACCOUNTS RECEIVABLE**

Accounts receivable are stated at the gross billed amount. When an account is determined to be uncollectible it is charged to bad debt expense. An allowance for doubtful accounts is not considered necessary because 99% of the billings are to governmental agencies.

**NOTE H - LITIGATION**

There was no litigation involving the Company at May 31, 2020.

**NOTE I - FASB ASC 606 NEW ACCOUNTING GUIDANCE IMPLEMENTATION**

The financial Accounting Standards Board ( FASB) issued new guidance that created Topic 606, "Revenue from Contracts with Customers" in Accounting Standards Codification (ASC). Because of the nature of the services provided by the Company, previously described, there will be little to no affect in the Company's accounting policies for revenue and cost recognition under the new guidance as opposed to the old revenue recognition guide.

KDF ENTERPRISES, LLC  
NOTES TO FINANCIAL STATEMENTS  
May 31, 2020

NOTE J - NOT PAYABLE PAYROLL PROTECTION PROGRAM

Management of the Company states that they expect to satisfy all terms of the loan concerning qualified expenses. Therefore no repayment of any portion of the loan is anticipated. The proceeds of the loan will be reclassified to non-taxable income and will offset qualifying expenses in the same amount upon notice of fulfillment of the terms of the loan.

NOTE K - SUBSEQUENT EVENTS

There were no matters which could have a significant effect on the financial statements as of June 25, 2020, the date on which the financial statements were available to be issued.



January 12, 2021

KDF Enterprises, LLC  
3512 Godwin Ct., Ste A  
Mobile, AL 36693

**RE: Bonding Capacity Letter**

Please be advised that The Hanover Insurance Company presently supports the surety program for KDF Enterprises, LLC. We hold an A. M. Best Rating of A with a financial rating of XV, as listed in the Department of the Treasury's Federal Register. We are licensed to do business in every state in the United States.

At the request of our client, we are pleased to advise that we presently support a Performance and Payment Bond Program in the amount of \$15,000,000 for single projects within total backlog capacity of \$40,000,000.

Please understand that our willingness to provide surety bonds on any project for KDF Enterprises, LLC is predicated upon specific criteria at the time of the bond request including, but not necessarily limited to, a review of all contract documents, bond forms, financing and all other pertinent underwriting factors.

Accordingly, this letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is offered as a bonding reference as requested by our client on your behalf. All matters pertaining to the underwriting process are between KDF Enterprises, LLC and The Hanover Insurance Company, and any reliance beyond the stated scope of this letter is discouraged.

Sincerely,

The Hanover Insurance Company

Lisa R. Butler,  
Attorney-in-Fact

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Lisa R. Butler

Of BXS Gulfport, MS each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Thirty Million and No/100 (\$30,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

**RESOLVED:** That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

**RESOLVED:** That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 14<sup>th</sup> day of February, 2019.

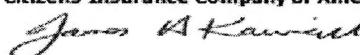
The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America



John C. Roche, EVP and President



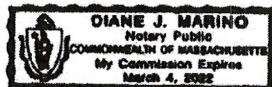
The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

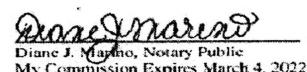


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 14<sup>th</sup> day of February, 2019 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

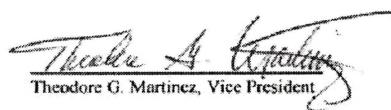


  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 12th day of January, 2021.

**CERTIFIED COPY**

  
Theodore G. Martinez, Vice President



May 3, 2021

KDF Enterprises, LLC  
370 Mountain View Rd  
Springville, AL 35146

Re: Reference Letter

To whom it may concern-

KDF Enterprises has been a customer of Frontier Bank of Texas for 4 years. KDF has a checking account with an average quarterly balance of \$250M+, 0 NSF's. KDF also has a commercial Line of Credit with an available balance of \$1.3MM, always paid as agreed.

Should you have any further questions please contact me at 512-281-1576.

With my best,

A handwritten signature in blue ink that reads "Cole Bolton".

Cole Bolton  
Senior Vice President, Director of Small Business and Commercial Banking  
P.O. Box 551 - 1213 Hwy 290  
Elgin, Texas 78621  
Direct. 512-281-1523  
Cell.. 903-721-1682  
Fax. 512-281-1576  
Email: [cbolton@frontierbankoftexas.com](mailto:cbolton@frontierbankoftexas.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 5080 Spectrum Dr., Suite 900E Addison, TX 75001	CONTACT NAME: PHONE (A/C, No. Ext): 469-232-2100	FAX (A/C, No):
	E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE
INSURED KDF Enterprises, LLC KDF Forestry, Inc. 1101 W. 34th Street, Suite 211 Austin, TX 78705	INSURER A :Starr Indemnity & Liability Company	38318
	INSURER B :Starr Surplus Lines Insurance Company	13604
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: RCPZNGSB

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			1000067216201	11/05/2020	11/05/2021	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000						
	MED EXP (Any one person)	\$ 5,000						
	PERSONAL & ADV INJURY	\$ 1,000,000						
	GENERAL AGGREGATE	\$ 2,000,000						
	PRODUCTS - COMP/OP AGG	\$ 2,000,000						
	\$							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired Phys Damage			1000626197201	11/05/2020	11/05/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)	\$						
	BODILY INJURY (Per accident)	\$						
	PROPERTY DAMAGE (Per accident)	\$						
		\$						
		\$						
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 			1000337496201	11/05/2020	11/05/2021	EACH OCCURRENCE	\$ 5,000,000
	AGGREGATE	\$ 5,000,000						
	Products & Completed Ops	\$ 5,000,000						
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE	OTH- ER
	E.L. EACH ACCIDENT		\$					
	E.L. DISEASE - EA EMPLOYEE		\$					
	E.L. DISEASE - POLICY LIMIT		\$					
B	Contractor's Pollution Liability			1000067216201	11/05/2020	11/05/2021	Aggregate-Subject to GL Aggregate Limit Each Occurrence	\$ 2,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractor's Pollution Liability is Included as an Underlying Coverage on the Excess Liability Policy.

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

For Information Purposes Only  
. TX .

AUTHORIZED REPRESENTATIVE

## PROJECT UNDERSTANDING AND TECHNICAL APPROACH

This is a generic 'at-a-glance' project outline to provide an overview of our approach. We can provide training on all aspects of disaster management and FEMA assistance if this is required. Full technical detail for each stage can be found below.

<b>Project Initiation Phase</b>	<ul style="list-style-type: none"> <li>At the point of award of contract, we will arrange a joint team integration meeting to develop relationships and understand roles and responsibilities across both organizations.</li> <li>The Project Manager for your Project will lead this meeting and will become available to you 24/7.</li> </ul>
<b>Planning and Training Phase</b>	<ul style="list-style-type: none"> <li>The newly formed project team will develop mutually agreed pre-disaster plans to include emergency response plans, TDSRS site selection and all other aspects of the recovery plan.</li> <li>This process will be led by your allocated Project Manager and will be supported by the wider KDF management and support functions.</li> <li>As agreed in the terms of the contract, we can offer disaster recovery specific training as part of our services and an annual plan for this would be developed and commence at this time for your organization. This will include, at a minimum, preliminary TDSR site selections, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, beach and shoreline restoration, and current Federal, State and Local guidelines and regulation.</li> </ul>
<b>Active 'Watch and Wait' Phase</b>	<ul style="list-style-type: none"> <li>A project team member will be allocated to monitoring your project for environmental/weather changes.</li> <li>Any potential challenges will be highlighted during this phase in collaboration with your own personnel to ensure early mobilization of our recovery plans.</li> </ul>
<b>Pre-Disaster Phase</b>	<ul style="list-style-type: none"> <li>The Project Manager will be on site where possible in advance of the disaster and will be available to join with your teams to help prepare for disaster impact.</li> <li>The project team will be mobilized to the nearest geographical point along with all equipment in advance of the disaster to minimize any delay in the beginning of the recovery process.</li> <li>The Mobile command center will be mobilized and at the nearest geographical position ready to start operations.</li> <li>Teams and equipment required for push services will be on stand-by ready for emergency clearing.</li> <li>Personnel will be stationed at the <b>City's</b> Emergency Location where possible during the anticipated storm.</li> </ul>
<b>Post-Disaster Phase</b>	<ul style="list-style-type: none"> <li>Full Project team and all field personnel will be on site within 24 hours of notification to proceed (or immediately following storm impact) including pre-arranged sub-contractors.</li> <li>Close liaison between the KDF project manager and local officials is essential at this point to ensure coordination of the disaster response efforts.</li> <li>If required the support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities, and other services.</li> <li>Mobile command center will be set up and functioning within 12 hours.</li> </ul>
<b>Cut and Push Phase</b>	<ul style="list-style-type: none"> <li>Emergency push services will ensure that all roads agreed with the client are clear and passable within 70 hours.</li> <li>Cut and push crews will be available 24/7.</li> </ul>



KDF Enterprises, LLC

Disaster Debris Management Services  
City of Pembroke Pines, Florida

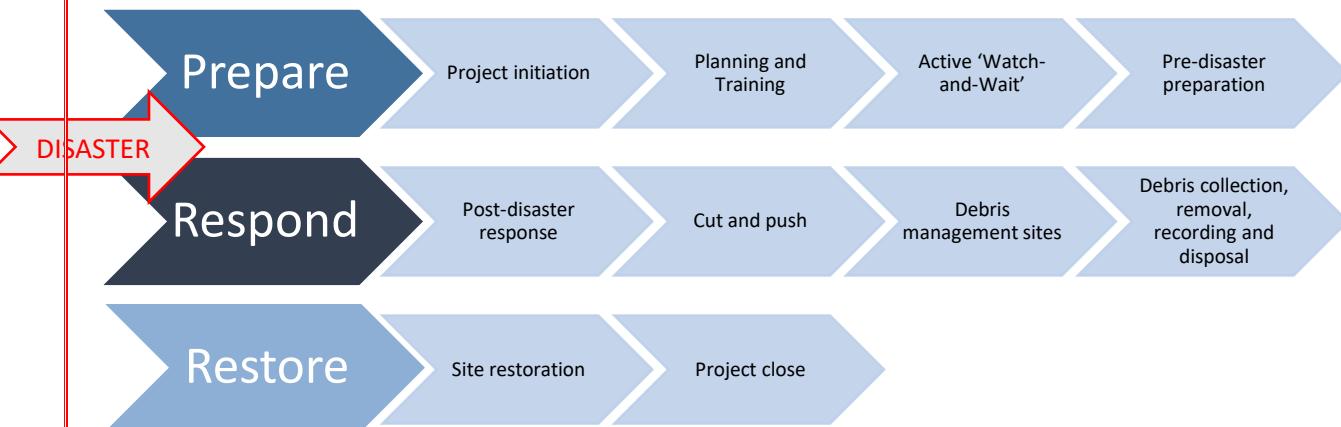
	<ul style="list-style-type: none"> <li>The number of cut and push crews will be determined by the client and the project.</li> </ul>
<b>Development Phase TDSRS  (Temporary Debris Management Site)</b>	<ul style="list-style-type: none"> <li>Pre-agreed sites will be developed determined by the size of the disaster.</li> <li>Detailed site plans will be developed for each site and will include individual plans for debris separation, debris reduction, inspection, truck routes and access, traffic control, dust control, disposal of hazardous waste, environmental, safety and fire prevention.</li> <li>Each site will be designated a site manager with full accountability for the site plans including site restoration at project completion.</li> <li>TDSRS will be operational within 48 hours and will be operational 24/7 (collection crews daylight hours only for safety, debris processing crews 24/7).</li> </ul>
<b>Debris Removal, Collection, Recording and Disposal Phase</b>	<ul style="list-style-type: none"> <li>This is a crucial part of the recovery strategy and full details of all stages of this can be found in the next section. This overview aims to highlight the key components.</li> <li>Debris collection will begin within 48 hours in line with local priorities. Prior to loading Debris, the following will have been actioned and completed: <ul style="list-style-type: none"> <li>Fully operational debris management sites inspected by QC and debris crew foreman</li> <li>Area zoned and prioritized (KDF and subcontractors)</li> <li>Inspection and certification completed on all trucks</li> <li>Quality control plan and all safety plans fully operational (accident prevention, health and safety, Hazard analyses)</li> <li>Health and safety briefing to all staff and contractors</li> <li>Training on traffic control for all debris crews</li> <li>All field-based staff to receive training on FEMA debris eligibility.</li> <li>Hazard team to have identified and/or removed downed power lines and other safety hazard</li> <li>Ticketing process and database management to be tested and operational</li> </ul> </li> <li>KDF performs clearing and removal of FEMA eligible disaster debris from roads/streets/public rights-of-way, canals/lakes/other waterways.</li> <li>Daily planning meetings between KDF/Client will ensure that appropriate zone/sections are prioritized, and that the area is serviced by priority and in full.</li> <li>Each load of debris will be recorded and verified as agreed within the joint plan and tickets available to the client in daily/weekly reports. Databases will be closely maintained and reconciled to ensure they are accurate and available to the client. Once final reconciliation of the truck records has been made a final invoice will be provided.</li> <li>Once first pass, second pass and final pass are completed the site reclamation plan will be put into effect ensuring appropriate restoration of the site.</li> <li>All debris, including reduced debris, will be disposed of in line with Federal, State, and local laws and regulations. Any tipping fees can be paid by KDF at the time of disposal and invoiced if required.</li> </ul>
<b>Project Close</b>	<ul style="list-style-type: none"> <li>Once all field work, ticket reconciliation and invoicing are completed KDF can continue to support FEMA reimbursement if required.</li> <li>An After-Action Review will be completed across the project team in collaboration with the client and the results shared across both organizations to support further joint working.</li> </ul>



## SCOPE OF WORK

This bid is for Emergency Debris Clearance (Push), complete Debris Removal from ROW and private property (within **City** guidelines), Temporary Debris Staging and Reduction Site Management and processing of debris, debris disposal and Tree and Limb Removal with the potential for additional services dependent on the size and degree of any disaster that may affect **the City of Pembroke Pines**. This contract requires that KDF is capable of assembling, directing, and managing a workforce that can complete the debris management operations as well as preparing and ensuring complete documentation for acceptance in line with FEMA requirement for reimbursement.

There are a number of aspects to this and in the previous section we provided an 'at-a-glance' project plan and in following section 'Project APPROACH' we have given an example to include all aspects of a potential disaster recovery project. This includes areas that fall outside the scope of this project to illustrate previous experience we have at KDF and how we apply this. **We have split these into 3 key areas: PREPARE, RESPOND and RESTORE.**



In summary the core 'RESPOND' services provided by KDF in order to meet the needs of **the City of Pembroke Pines** shall consist of removing any and all "eligible" debris, primarily from the public Right-Of-Way (ROW) of streets and roads, as directed by **the City of Pembroke Pines**.

This will include:

- Examining debris to determine whether the debris is eligible vegetative debris
- Loading the debris
- Hauling the debris to an approved dumpsite or landfill
- Dumping the debris at the dumpsite or landfill.

No ineligible debris will be loaded, hauled, or dumped under this contract and mixed loading of debris will be avoided as much as is possible. Debris removal will include all eligible disaster related debris found on the ROW within the area designated by **the City of Pembroke Pines** and eligibility of debris will be in line with most current FEMA regulations and agreed by **the City of Pembroke Pines**. This will involve numerous passes throughout an area, dependent on the size and scale of the disaster, and debris which extends from private property and enters the ROW will be cut at the point it enters the ROW. Removal of debris from private property will only be permitted in agreement with **the City of Pembroke Pines**.

When loading and hauling we will only use rubber-tired equipment and will not also use this equipment for private work during the working hours of this contract, in addition we will not solicit work from private citizens or others with manpower and equipment designated under this contract. All debris will be mechanically loaded and compacted, and any hand loading will only be carried out with prior approval from **the City of Pembroke Pines's** Debris Management consultant.

As part of this contract, we will repair and will fill to grade with like material all surface damage, such as rutting and pavement damage, caused by our equipment during debris removal. We will repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by our equipment or personnel.

We will make all the necessary provisions to preserve and protect all existing structures, infrastructures, vegetation, etc., on or adjacent to the area of work and will repair or replace with like materials all damaged mailboxes on the same day, which the damage occurred.

In the instance that there is a claim we will contact the person(s) making claims regarding damages within 2 days of receiving said claim; information such as method of repair and timeline for completion will be discussed. We will ensure that all damages be repaired no later than thirty (30) days after the completion of the debris removal. We will provide **the City of Pembroke Pines** with a weekly report outlining the status of all damage concerns.

All stump remnants which are fully disengaged from the ground will be considered normal vegetative debris regardless of size for this contract and we will remove all disengaged stump remnants from the assigned load site area before moving to another work area unless approved by **the City of Pembroke Pines**.

Through site restoration we will aim make good on the sites we have used. In general, this will involve final removal of all debris and debris storage areas, environmental assessment of any potential hazards and introduction of measures if required and removal of structures such as site offices and monitoring towers.

In addition, restoration of ground cover typically through topsoil and seeding is carried out, all with the aim of returning the area to its pre-disaster condition as far as is possible.

Another important access of ensuring we meet the needs of **the City of Pembroke Pines** is through the documentation processes and support for FEMA reimbursement.

KDF has many years of experience in successful FEMA reimbursement work and no client has ever been denied reimbursement for work KDF has performed.

Our FEMA liaison officers are fully versed in this process, including FEMA documentation, eligibility and compliance and are available to provide as much support and assistance as required before, during and after the recovery process to ensure full reimbursement for our clients.

All our management team and our FEMA liaison officers have taken formal FEMA certified training and are also able to provide in-house training if required.

Accurate documentation and reporting management are critical functions of each project, ensuring that **the City of Pembroke Pines** is provided with data required for receipt of federal funds.

At KDF we have developed processes to ensure high quality documentation is captured and available to our customers. We typically utilize industry leading **OCR software** (optical character recognition software) which enables us to convert hand-written/scanned printed tickets directly onto the KDF servers. This improves capture time and accuracy and can be used with our own or customer field tickets. At our initial meeting with **the City of Pembroke Pines** we will formalize our reporting and monitoring processes to ensure they meet the needs of both organizations and are established prior to project initiation.

As part of this process daily progress and quality control reports will be submitted to you which specify the extent and achievements of the current day as well as the schedule for the next day. Reports will include a list of roads that were cleared, number of Crews to include level of equipment, daily and cumulative totals of debris removed by type, daily and cumulative totals of debris processed, daily estimate of hazardous waste debris segregated, cumulative amount of hazardous waste stored, number of hazardous trees and hanging limbs removed as well as current or potential issues highlighted with solutions and a schedule of work completed/work planned for the following day. Each daily report should give a clear snapshot of daily and cumulative progress of all deliverables of the project as well as a projected completion date.

Invoicing is typically done weekly and can be scheduled to meet **the City of Pembroke Pines** requirements, bi-weekly/bi-monthly/monthly. Our invoicing team are experienced in federal reimbursement and FEMA requirements to ensure all documentation will meet not only your requirements but also federal requirements.

Load tickets are received and recorded daily. The tickets are uploaded directly onto our database using OCR software. An invoice is then generated and once the ticket data and invoice has been completely reconciled, the invoice is then recommended to FEMA for payment.

Reimbursement assistance can be provided by KDF to **the City of Pembroke Pines** if required. We have extensive experience in providing the necessary documentation and support in preparing reimbursement claims and will agree at the outset of the project what level of support is appropriate.

An individual project is not closed until this process is complete and we are able to offer as much support as is required as part of this contract. To close out the project, KDF will submit a detailed final report summarizing all the disaster activities performed. This will include logs of debris hauled by volume and type, final disposal locations and the amount of debris for each, and all relevant financials for the project. KDF will continue to work with **the City of Pembroke Pines** and submit any other requested information until everyone is satisfied that the project is closed out and final approval is given.

In addition to ongoing reviews throughout the life of the project, a detailed After Action Review (AAR) will be carried out at the close of the project to ensure all key learnings and success are captured for ongoing development across KDF and **the City of Pembroke Pines**.

## PROJECT APPROACH

Our belief at KDF is that the key to great emergency management is preparation and planning, however sometimes the ability to plan well in advance for a project is not possible and so flexibility and experience is essential. At KDF we have huge wealth of experience in terms of both projects we have completed and the experience of our staff which ensures that our technical approach to this project is has been practiced multiple times to great success. **The City** can be confident that we will work simultaneously and seamlessly to protect lives, protect communities, protect resources, and recover communities as quickly as possible should the worst happen. KDF personnel will be stationed at the **City's** Emergency location where possible during the anticipated storm.

In the previous section we provided a topline overview of some of the key steps in preparing pre-disaster as well as responding post-disaster and in this section, we will give greater insight into the technical detail of the post-disaster phase.

### PROJECT INITIATION PHASE

- *Once the contract is awarded, your assigned project team will reach out to make contact, affirm communication lines, and answer any further questions you might have.*
- *We will immediately start scouting and securing the necessary staging and disposal sites, local subcontractors, and suppliers to ensure everything is in place and ready to go.*

KDF will make contact and begin coordinating pre-disaster preparations as soon as we are notified of a winning bid. We believe that having open, established communication channels between our team and yours is key to an effective disaster response. You will be provided with the personal contact information (cell phone numbers/email addresses) for everyone on your assigned project team. Multiple members of the team will reach out and begin establishing working relationships on the very first day.

Our comprehensive planning before an emergency streamlines the response and helps everything run smoothly.

**Sites.** We will research and secure sites for equipment staging, debris management and disposal. Accomplishing these tasks early allows us to focus on critical issues during the response.

**Subcontractors and Suppliers.** KDF maintains robust relationships with subcontractors and suppliers throughout the U.S. When establishing a response team, we will focus on finding and using local companies. Using local subcontractors and suppliers facilitates a quicker response, as resources are already in place when needed, and drives money back into the area's economy.

## PLANNING AND TRAINING

- *The newly formed project team will develop mutually agreed pre-disaster plans to include emergency response plans, TDRS site selection and all other aspects of the recovery plan.*
- *This process will be led by your allocated Project Manager and will be supported by the wider KDF management and support functions.*

- As agreed in the terms of the contract, we can offer disaster recovery specific training as part of our services and an annual plan for this would be developed and commence at this time for your organization. This will include, at a minimum, preliminary TDSR site selections, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, beach and shoreline restoration, and current Federal, State and Local guidelines and regulations.

At KDF we believe that planning and training are both critical parts of any successful project and as such these run deeply through all that we do. Flexibility is key in both areas enabling us to adapt to an ever-changing environment and to produce successful project completion for our customers. At the outset, your KDF project manager will outline the available training options that can be utilized by your teams and will put in place an annual training plan to meet your needs. Examples of the kind of training we can offer are as follows: Disaster planning and evaluation, field operations, FEMA eligibility and processes, Force account capabilities, Debris volume estimation based on USACE, ticketing and Truck/trailer measurement. We can also carry out an initial training needs analysis with you and develop bespoke training for your locality on all aspects of disaster recovery if required.

Cross functional disaster planning is embedded in the way we work at KDF and our project teams draw on experience from all aspects of our business as well as critical functions of our customers. This ensures that the project team is agile and adaptable with a plan that allows KDF to respond quickly and effectively supporting successful disaster management for your locality. At the outset, this process will be led by your KDF project manager who will be accountable for development and delivery of your project plan. This plan will encompass sub-plans, emergency response plans, safety plans, quality control plans, DMS plans, traffic control plans.

The interaction between the KDF project Manager and extended Project team the **City's** Debris Management Consultant is crucial to the success of the recovery operation. Prior to the beginning of each storm season, we will meet with the Debris Management Consultant and their team to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. We can adapt our plans to match the tracking and accounting systems required by **the City of Pembroke Pines**. We will also refine our scenario planning to ensure that we have robust plans for every level of potential storm or disaster.

#### ACTIVE 'WATCH AND WAIT' PHASE

- *KDF tracks all hazardous weather and will actively monitor the reports for your region for the entire duration of the contract.*
- *Upon forecasts of inclement weather, the Project Manager will contact your representative to update all contact information and provide a plan going forward.*
- *For forecasted disasters, we will have a representative on site 72 hours before impact, and for sudden impact disaster, we will have a representative on site within 24 hours of impact.*

KDF subscribes to various special weather advisories and tracks all hazardous weather in the U.S. region as well as specifically following the reports for the regions of our clients. We will be aware of any atmospheric events forecasted to strike **the City of Pembroke Pines**.

Our response will be tailored to the timeline, severity, and type of atmospheric event. As soon as an issue arises on the radar, we will act. A KDF team member will reach out to re-confirm important contact information and notify **the City of Pembroke Pines** that we are aware of any potential hazard. Disasters can be broken into two groups: forecasted impact and sudden impact.

#### Forecasted Impact

Forecasted impact is mainly hurricanes but can also include some winter storms. Hurricanes are broken into categories based on their sustained wind speed, with categories ranging from 1-5. Hurricanes reaching Category 3 and higher are considered major hurricanes because of their potential for significant loss of life and damage. KDF will increase preparation, resources, and time allowed as the severity of a hurricane increases.

#### 120 Hours from Impact

When a storm's cone of influence is 120 hours from impact, KDF will again communicate with the **City** to convey our plan and help the **City** coordinate their team. At this point, we will verify our TDSR site, reach out to our team of subcontractors and suppliers to make sure everyone is aware and on notice, and begin facilitating logistics for our team including: hotels, gas, repair shops, emergency medical services, food and water, office space, and other necessary services. Our disaster recovery team will begin making travel preparations so they can be in place when the storm strikes.

### **72 Hours from Impact**

At 72 hours before impact, your Project Manager will be available and in discussion with the **City** the appropriate level of response based on severity and forecasted impact. We will secure emergency road clearing crews and equipment and position them in secure locations around **the City of Pembroke Pines**. Subcontractors will be marshalled to be in place to begin working as soon as the weather clears.

### **Sudden Impact**

Sudden impact disasters include earthquakes, tornados, ice storms, floods, and various man-made issues that can occur. As soon as we learn of a sudden impact disaster, we will reach out to **the City of Pembroke Pines** and have a project manager on site within 12 hours. Our team will initially go into an emergency response mode to address and mitigate any issues before implementing recovery plans.

### **PRE DISASTER PREPARATION**

- *The Project Manager will be on site where possible in advance of the disaster and will be available to join with your teams to help prepare for disaster impact.*
- *The project team will be mobilized to the nearest geographical point along with all equipment in advance of the disaster to minimize any delay in the beginning of the recovery process.*
- *The Mobile command center will be mobilized and at the nearest geographical position ready to start operations.*
- *Teams and equipment required for push services will be on stand-by ready for emergency clearing.*

### **MOBILIZATION OF STAFF AND EQUIPMENT**

Once we are aware of an impending disaster, prior to impact, all personnel and equipment will be collated at the safest geographical area to the impact to ensure readiness. Key subcontractors are mobilized and a KDF representative can be available to the locality prior to impact to be directly involved at a local level with all disaster management. Emergency communication strategies are also mobilized at this point.

### **72 hours from impact**

We will Review the data base of all experienced subcontractors and determine priority list for contacting:

- Tier 1 – Those Subcontractors residing in the anticipated strike region.
- Tier 2 –Those Subcontractors residing in States neighboring the anticipated strike region.
- Tier 3 -Those Subcontractors residing in States outside and not contiguous to the anticipated strike region.

Our Project managers will each have a list of selected subcontractors to begin calling who are located within 5 hours drive of projected landfall, to place them on alert for potential event. They will inquire to the subcontractors as to the availability of equipment and manpower, and their readiness. Our Operations Manager will then call a Company meeting to alert all employees of the disaster team of the potential impending event and have them begin preliminary personal preparations for 48-hour notice for departure. The Operations Manager will notify USACE of the KDF point of contact person as well as an alternate and provide the Government with a 24-hour immediate telephone contact number.

### **24-48 hours from impact**

We will secure emergency road clearing crews and equipment and position them in secure locations within easy reach of the potential area to be affected. Subcontractors will be marshalled to be in place to begin working as soon as the weather clears.

The Operations Manager will meet with the Project Managers and review updated tracking information and predicted landfall possibilities. Any changes or revisions in the landfall predictions will be noted and the data base of subcontractors reviewed again and updated for logistics. If significant changes in landfall predictions have occurred, additional subcontractors will be assigned to the Project Managers for contact. They will then review the list of subcontractors contacted and their state of readiness and potential response capabilities.

A Senior Project manager will be dispatched to an area within a few hours of the anticipated strike location and establish a temporary staging and deployment center in an area located within a few hours of the anticipated strike location, to be used for staging equipment and personnel during the 24-36 hours preceding the anticipated strike.

**12-24 hours from impact**

The Operations Manager will meet with the Project Managers and review updated tracking information and predicted landfall possibilities. Any changes or revisions in the landfall predictions will be evaluated and a determination as to the most reasonable temporary staging and deployment center will be made. If necessary, the designated Project Managers already dispatched to the first anticipated temporary staging and deployment center will be notified and transferred to another location considered to be more effective.

Upon receiving notice from the contracting agency or at the discretion of the Operations Manager, the Operations Manager, the Project Managers, and debris loading and hauling crews (minimum of five) are dispatched to the temporary deployment center for immediate response following an impact.

Upon receiving notice from the contracting agency or at the discretion of the Operations Manager, project managers will be instructed to notify their subcontractors on stand-by, located in the anticipated strike area, to make pre-mobilization plans and to provide the project managers with estimated response time upon notice from KDF to mobilize.

**0-12 hours from impact**

A work force of management and loading and hauling crews (minimum of five) will be poised to respond within a few hours following the landfall or strike for the immediate emergency needs response. Upon receiving notice to proceed from the contracting agency, the full mobilization plan described herein will be activated.

The Operations Manager, Operations Planner and Environmental and Health and Safety Officers will meet with the appointed USACE Representative. KDF representatives will be on hand to collaborate and assist the planning team in setting out a coordinated plan for community support post impact. The mobilization process will continue to ensure a speedy recovery process. Zoning of the areas will be part of this team planning process.

**PROJECT TEAM AND PROJECT PLANS**

Our Project team, including key field and support team members will be prepared to be onsite with 12 hours of NTP (or immediately following storm impact). The project team will in part depend on the size of the project but along with the PM will include functions such as field management, accounting, admin, health and safety and quality control. This advance team will carry out an initial damage assessment and in collaboration with local government agencies will set out the initial recovery priorities within 24 hrs.

KDF closely monitors its Quality Control and Health and Safety processes as part of our corporate responsibility. Personnel and training records will be reviewed by our Quality manager during the preparation phase and any necessary safety briefings will be completed to ensure no delay to recovery activities. This includes all permits and licenses for both personnel and equipment.

All site plans, accident plans, health and safety plans, Quality control plans, traffic control plans, dust control plans, subcontracting plans will be updated with post impact relevant details and made available to the customer within 48 hours of impact.

**MOBILE COMMAND CENTER**

Locations for the mobile command center where possible will be pre-agreed dependent on proximity to transport networks as well of the degree and location of impact. The command center will be fully operational within 12 hours of NTP to include all required systems and equipment, back up equipment and communications and fully checked power and supplies.

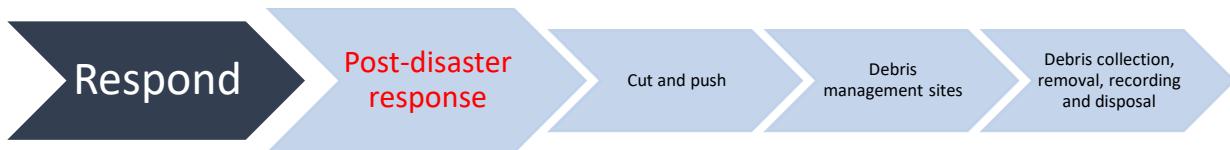
**EMERGENCY OPERATIONS**

If requested the KDF team can provide support with water, food, ice, facilities, temporary sanitation, housing, and other vital services. As part of the preparation process these options will be identified and arrangements made locally or regionally to satisfy these requirements.



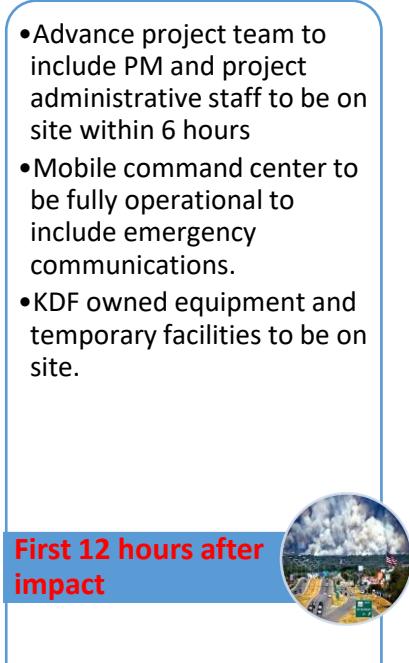
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City of Pembroke Pines, Florida



- Full Project team and all field personnel will be on site within 24 hours of notification to proceed (or immediately following storm impact) including pre-arranged sub-contractors.
- Close liaison between the KDF project manager and local officials is essential at this point to ensure coordination of the disaster response efforts.
- If required the support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities, and other services.
- Mobile command center will be set up and functioning within 12 hrs.

**Rapid and effective deployment and implementation of the pre-agreed plan are the priority and here we aim to give a guide on what will be achieved in the initial hours and days after impact:**



- Full project team and all field personnel to be on site.
- Emergency road clearance services to commence (Push) in line with **City** priorities and transport networks.
- Initial damage assessment in progress to guide updating of the operational plan
- Daily meetings between Project Manager, Operational Manager and all crews established
- Prioritized debris removal will commence

**24 hours post impact**

- Initial damage assessment complete and updates made and submitted to site specific safety plans, insurance, bonds, quality control plans, subcontracting plans, location of TDSRS, final disposal sites and all applicable licenses and permits.
- TDSRS construction to begin on identified sites to include hazardous waste containment areas.

**48 hours post impact**



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- TDSRS will be fully operational
- Emergency road clearance complete within 70 hours.
- Full project team to include subcontractors to be fully operational.
- Fully updated operational plans finalized between KDF and **City** with specific project plan including specifics of disaster damage, safety plans and subcontractor plans.

**72 hours post impact**



- Fully operation plan driving debris collection, removal, recording and disposal with highest rate of collection within the first 30 days\*\*
- We will expect to be hauling approximately 15-20,000 cubic yards a day dependent on the area.

**5 days post impact**



\*\*estimate depending on the size and scale of the project

## ZONING

As soon as is possible post impact the area will be zoned to ensure the most effective management of the project and that the correct number and type of staff and equipment is mobilized. Whilst some of this planning is done in advance until impact and further assessment and clearing of roads it is not possible to do this accurately.

- Each Zone is assigned a Zone Manager and several zones may be coordinated by 1 project manager or each may have its own project manager dependent on the scale of the disaster and the geography of the area.
- Each zone will be given a specific and unique reference and have its own management plan to ensure complete and successful removal of debris.
- The Zone Manager will be accountable for their zone and the following activities:
  - Assignment of subsection managers and crew foremen.
  - Leading evening meetings to review the areas and plan the next day's activities
  - Be a link to the local government representative in providing daily report information, ensuring that approval of activities within the zone are received before moving on to another area. The zone will not be complete without PM and local government approval.
  - Develop daily approved schedules for all crew within his zone
  - Ensure safe practices are maintained within his zone and run daily safety meeting with the crews
- The number of crew needed for each zone will depend on several factors:
  - Area of the zone
  - Distance to the dump site
  - Total estimated amount of debris
  - Number of passes required
  - Timeframe for project completion

Using this information, a calculation will be made on the required number of crews at project set up. Throughout the course of the project this could be amended as debris is removed. An important factor in zone management to ensure efficiency is the distance to the dump site /TDRS. Wherever possible zones are developed to ensure routes to the sites are appropriately spaced and distances are as short as possible.



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## EMERGENCY ROADWAY CLEARANCE- CUT AND PUSH

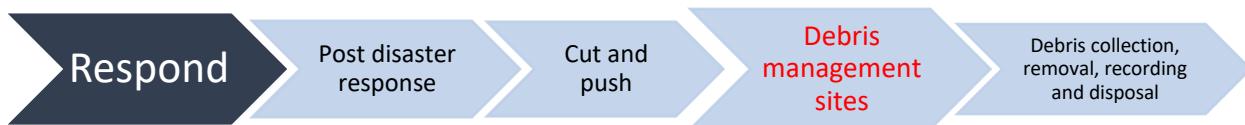
Emergency roadway clearance will begin within 24 hours of impact or access to the area. Prioritizing the main transport networks to enable emergency traffic, better functioning for the local area and to enable full recovery to commence. This includes access to critical structures such as hospitals. This is a time critical operation, but safety of staff and the public are an essential consideration in this phase. Cut and push crews will be active with rotating personnel 24/7 and the number of crews will depend on the size of the disaster with the goal of full emergency push of prioritized networks within 70 hours.

Cut and push crews will be supplied with the appropriate equipment to push the debris to the side of the road to enable access for emergency traffic. If it is not possible to push debris to the roadside, then debris will be collected and moved to a temporary debris site.

Special plans will be in place to deal with downed electrical wires and other hazardous conditions.

Crew sizes and structure may depend on the nature and size of disaster but will typically be as follows:

- 1 or 2 Transport trucks (approx. 30 cu yds) with qualified operator
- 2 Qualified flag operators
- 2 Groundsmen with chain saws and 1 Foreman



- *Pre-agreed sites will be developed determined by the size of the disaster.*
- *Detailed site plans will be developed for each site and will include individual plans for the following:*
  - *Debris separation*
  - *Debris reduction*
  - *Inspection*
  - *Truck routes and access*
  - *Traffic control*
  - *Dust control*
  - *Disposal of hazardous waste*
  - *Environmental Safety and fire prevention*
- *Each site will be designated a site manager with full accountability for the site plans including site restoration at project completion.*
- *TDMS will be operational within 48-72 hours and will be operational 24/7 (collection crews daylight hours only for safety, debris processing crews 24/7).*

Debris management sites may be referred to by several acronyms including, but not limited to DMS, TDRS and many others. They are essentially an agreed, licensed, and developed area within close proximity to the location of the impact where debris is taken to be stored and processed before being taken to its final disposal site. Management of these sites is an essential and skilled part of the disaster debris removal process.

## TEMPORARY DEBRIS MANAGEMENT SITE (TDSRS) DEVELOPMENT

As part of the preparation stage potential TDSRS's will have been identified with **the City of Pembroke Pines** and scoped to include site plans, access, safety, and traffic plans. Dependent on the location and extent of the disaster some of these plans may need to be amended and this will begin within the first 24 hours post impact. Construction of these sites will commence and be completed within 48 hours and they will be 100% operational within 3 days. These sites will be operational 24/7 with collection crews working daylight hours only (safety) and debris processing crews being operational 24/7. Each site will be designated a site manager who will manage all site plans to include individual plans for the following:

- Site specific plan (to include site layout, photographs, operations, site personnel and access)
- ❖ Debris segregation plan
- ❖ Hazardous waste plan



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City of Pembroke Pines, Florida

- ❖ Environmental plan
- ❖ Fire prevention plan
- ❖ Accident plan
- ❖ Health and safety plan (site safety plan)
- ❖ Traffic control and access plan
- ❖ Inspection plan
- ❖ Dust control plan
- ❖ Location of ash disposal area, hazardous material containment area, contractor work area and inspection tower
- ❖ Location of incineration operations, grinding operation
- ❖ Site restoration plan

KDF will supply sufficient equipment, staff, and resources to process 200-500 cubic yards of debris per hour per crew. This will be predominantly by grinding or burning if applicable.

Each TDSRS will typically include, at a minimum, the following:

- ❖ 1 grinder and/or Air Curtain Incinerator
- ❖ 1 trackhoe
- ❖ 1 dozers
- ❖ 2 towers
- ❖ 5 16-20 cubic yard dump trucks
- ❖ 1 rubber-tired loader
- ❖ 1 water truck
- ❖ 1 motor grader
- ❖ 1 site manager
- ❖ 1-night manager
- ❖ 8 equipment operators
- ❖ 2 supervisors
- ❖ 5 laborers
- ❖ light plants
- ❖ hazardous material containment area

In addition, dependent on the project and the site size there may be additional equipment and personnel.

The KDF TDSRS team will ensure all necessary clearances, permits, and licenses to operate the sites and will submit Site Plans to **the City of Pembroke Pines** complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan, a Dust Control Plan, and/or a Fire Prevention Plan for approval.

## INSPECTION TOWER

The inspection of every load is critical to the documentation of the overall recovery process. The inspection towers provide a location for load verification and documentation of all incoming and outgoing debris. The towers will be 10 feet above ground, built to FEMA/USACE standards and be large enough to accommodate at least 3 monitors/inspectors at any one time. KDF has experienced staff and contractors on-hand who have built these towers to specification for more than 50 disaster projects (see our past performance list for a full list of disaster projects).

The role of these monitors/inspectors is to verify that each truck has been appropriately approved and measured, that the load fits with FEMA eligibility guidelines, that the % filled figure is accurately recorded on each ticket as well as to ensure that appropriate segregation of materials occurs. Once documented, all debris is processed in line with **USACE** requirements following all local, state, and national regulations.

KDF will assist the City debris management consultant in:

- ❖ Monitoring multiple contractors and multiple trucks delivering materials to the TDSRS.
- ❖ Verify that each truck that delivers to the TDSRS matches its manifest ticket – truck and maximum capacity.
- ❖ Make sure truck is properly tarped when arriving at the TDSRS.
- ❖ Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- ❖ Maintain manifest tickets in an organized manner for proper record review and storage.
- ❖ Initial load tickets before permitting truck to leave the TDSRS check-in area to empty its load



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City of Pembroke Pines, Florida

- ❖ Document location of origin of debris
- ❖ Troubleshoot questions and problems at the TDSRS and identify issues that could impact eligibility for cost reimbursements.
- ❖ Remain in contact with the central office/staging operation command center.
- ❖ Perform other duties as directed by USACE personnel, e.g., conduct final inspections and issue closeout reports.

#### HAZARDOUS MATERIAL CONTAINMENT AREA

As already stated in the previous section KDF staff and contractors have many years of experience at DMS site development and are skilled in the construction of containment areas for Hazardous materials. This is an important area needed to protect the health and safety of staff and the local community. As part of our planning phase, all the tools and materials needed for this construction will be made available to ensure no delay in site completion. The area will be built to FEMA specifications and in line with the requirements of the RFP to include:

- ❖ Ground prepared to enable a containment area with direct run off away from the containment area
- ❖ Defined safety perimeter lined with heavy gauge plastic and hay bales providing a waterproof barrier.
- ❖ Development of a lined storage area for ash, fuel and other materials with the potential to contaminate the soil and surrounding area.
- ❖ Construction of fenced in segregation areas to enable separate storage for segregated debris
- ❖ Construction of roadways with safe ingress and egress through the site focused on safety and efficiency of site use.
- ❖ Development of a gated entrance and full perimeter enabling appropriate security of staff and equipment, to include a guard building with 24-hour security.
- ❖ Providing clear and appropriate signage throughout the site to ensure appropriate site use.
- ❖ Development of an equipment staging area where equipment can be inspected for example for fuel or oil leaks. This will include measures such as the use of a lined area for fueling and equipment repairs to ensure this does not contaminate the area.
- ❖ The provision on plastic sheeting underneath all equipment and stationary vehicles such as generators and lights.

In addition, dependent on the type of disaster and the location and weather conditions there may be additional construction that is needed, for example in the cold weather conditions.

TDMS material segregation is necessary to process the debris efficiently. Collection crews will endeavor to segregate non grindable debris as much as is possible during collection however much of this segregation will occur onsite. Collected loads may vary vastly and include white goods, hazardous household waste, e-waste which must be segregated sometimes manually or mechanically to ensure contaminants are removed and that it is disposed appropriately.

Debris will typically be segregated into 5 main areas:

- ❖ **Vegetative debris** - Vegetative debris will be cleaned of C&D debris as much as is possible prior to reduction and recycling generally as ash or mulch.
- ❖ **Construction and Demolition (C&D) Debris** - C&D debris will be segregated for reduction, reuse or recycling in line with local/state/federal recommendations.
- ❖ **E-goods** – e-goods and materials will be stored in accordance with government standards prior to recycling or disposal
- ❖ **White goods** - White goods will be stored for recycling or disposal in line with government standards
- ❖ **Hazardous and/or toxic wastes (HTW)** - HTW will be segregated and stored in a Government approved containment area built onsite during TDSR construction. All site personnel will receive a safety briefing regarding operations involving HTW to prevent personal injury and ensure compliance with all KDF accident and hazard policies and procedures.

During the operation of a DMS site, the following areas are critical:

- ❖ **Site Safety** for on-site workers and the community at large is our main priority and after an initial assessment of the safety plan prior to the start of the project this will remain the focus and accountability of the site manager throughout. An initial site safety meeting will include the following items:
  - A full review of the Site Plan and all structures, traffic flow, first aid/eye wash stations, fire extinguishers and all emergency procedures and signage
  - An initial roll out of the Weekly Safety Meeting with all information as outlined in the Company Safety and Occupational Health Plan covered.
  - The Activity Hazard Analysis for each operations activity will be reviewed and discussed.
  - The emergency communication plan between the site management and site personnel will be briefed to ensure full understanding and cooperation.



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City of Pembroke Pines, Florida

- ❖ **Dust Control.** KDF provides water trucks which do routine trips throughout the site during the operations, keeping dry roads dampened to minimize dust. Water trucks are also used to dampen ash residue when removed from burn pit to ash pit. Attention is given to normal wind direction when layout of the site is prepared.
- ❖ **Hazardous Materials Containment Area.** The Site Manager will regularly inspect the Hazardous Materials Containment area for any cuts, tears or leaks in the protective layer that lines the containment area. The Manager will also inspect the berm surrounding the area to ensure proper site runoff is still intact.
- ❖ **Roadways.** Traffic will be designed as to allow the flow of incoming and outgoing debris trucks to avoid congestion. Safety, and directional signs will be posted throughout the site along with flagmen to assist and control traffic flow as well as for safety reasons. Road surfaces will be rock laid for easier maintenance and to protect from erosion. Private, non-operation-related traffic will be prohibited from the site.
- ❖ **Communication.** Operators and flagmen are equipped with two-way radios on the same frequency as the office base radio unit so that communications will be readily accessible throughout the site.



- ❖ *Debris collection will begin within 48 hours in line with local priorities. Prior to loading Debris, the following will have been actioned and completed:*
  - Fully Operational Debris management sites inspected by QC and debris crew Foreman.
  - Area zoned and prioritized (KDF and subcontractors)
  - Inspection and certification completed on all trucks.
  - Quality control plan and all safety plans fully operational (accident prevention, health and safety, Hazard analyses)
  - Health and safety briefing to all staff and contractors.
  - Training on traffic control for all debris crews.
  - All field-based staff to receive training on FEMA debris eligibility.
  - Hazard team to have identified and/or removed downed power lines and other safety hazards
  - Ticketing process and database management to be tested and operational
- ❖ *KDF performs clearing and removal of FEMA eligible disaster debris from roads/streets/public rights-of-way, canals/lakes/other waterways.*
- ❖ *Daily planning meetings between KDF/Client will ensure that appropriate zone/sections are prioritized, and that the area is serviced by priority and in full.*
- ❖ *Each load of debris will be recorded and verified as agreed within the joint plan and tickets available to the client in daily/weekly reports. Databases will be closely maintained and reconciled to ensure they are accurate and available to the client. Once final reconciliation of the truck records has been made a final invoice will be provided.*
- ❖ *Once first pass, second pass and final pass are completed the site reclamation plan will be put into effect ensuring appropriate restoration of the site.*
- ❖ *All debris, including reduced debris, will be disposed of in line with Federal, State, and local laws and regulations. Any tipping fees can be paid by KDF at the time of disposal and invoiced if required.*

### **Debris collection**

Within 48 hours crews will begin debris collection in line with **the City of Pembroke Pines** priorities. Daily meetings between KDF and **the City of Pembroke Pines** will ensure that the area is zoned and prioritized appropriately, and progress will be reported to **the City of Pembroke Pines** at the end of each working day. A typical collection crew will consist of:

- ❖ 1 front end loader
- ❖ 1 bobcat with grapple
- ❖ 3-5 hauling trucks (30-100 cubic yards capacity with operators)
- ❖ 1 foreman
- ❖ 3-4 laborers and flag persons

Where possible more efficient self-loading equipment such as a knuckleboom loader will be used however priority will always be given to using the most appropriate and safe equipment for the conditions. There are circumstances where these are simply too big or unsafe to use and so each locality will be assessed by the field supervisor and serviced with the best crew to ensure the job is completed safely with minimal disruption to local residents and passing traffic.

To ensure completion of the project, multiple passes will be made on an agreed schedule and timeframe and communicated to residents local and businesses to allow full and complete removal and collection of debris. Typically, 3 or 4 passes will be made over the period of the project dependent on size and severity. The number and schedule of passes will be agreed with **the City** to meet the needs of the local community and will be assessed as part of daily planning.

**Public communication** is an important part of disaster recovery and debris removal processes and KDF will take an active role with **the City of Pembroke Pines** in ensuring that our schedule of work is available to the public, regularly updated and members of our team are readily accessible to the local community. We will provide a weekly debris removal schedule to be advertised in local newspaper and radio stations by **the City of Pembroke Pines** and the content of these message will be verified with **the City of Pembroke Pines** prior to publication. They will include a description of the work we are completing, an explanation of how debris should be left for collection, what debris is eligible for collection and when it should be left and will be collected as well as where to go for more information.

### **Loading and hauling**

It is the responsibility of all field supervisors to ensure that all trucks and operators are fit for purpose and possess the correct certification and authority to work. All trucks will be inspected, and only pre-approved trucks will be accepted at the DMS. Necessary checks will include truck identification and safety, insurance, and cubic yard capacity. Each truck will then be given an identification number, and this will be displayed on both sides of the truck along with its capacity. This process will be monitored by quality control personnel and all trucks will be registered on a database held at the DMS to ensure compliance.

Prior to dispatch, all debris haul operators will receive safety training to include site, personal and public safety as well as standards of working and expectations. Debris operators will be provided with maps of the local area with transport routes and work zones and each day will be given a schedule of zones to haul. It is the responsibility of the debris operator to ensure that documentation is accurately provided to the field supervisor at the end of each day and this will include daily ticket records along with copies of the load tickets.

Loading and hauling operation essentially involves the pick-up and removal of all FEMA eligible debris from public roads, property, and rights-of-way to an allocated TDRS/DMS and then finally to a disposal site, either directly or after reduction. FEMA eligible debris is covered by the following categories which we will explore in more detail later in this section:

- -Vegetative debris (stumps, logs, and limbs)
- Construction and demolition (C&D) debris
- -Metallic debris
- -White goods (refrigerators, air conditioners, washers, and dryers, etc.)
- -Electronics
- -Household Garbage
- -Hazardous and toxic wastes (HTW) (industrial, commercial, and household)
- -Asbestos Containing Material

Debris that does not fit with FEMA or government criteria will not be collected except by special arrangement.



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Disaster Debris Management Services  
City of Pembroke Pines, Florida

**The debris crew** will be notified by the field supervisor of their requirements for each day, time, location, specific job details. The debris haul operator/driver will record the number of loads they complete in their zone to feed into the full daily report. Each field employee must ensure that their equipment is safe and functional and report any issues to the supervisor prior to the start of hauling.

Where required **flagmen** will be placed, one on each end of the work area, to manage the flow of traffic past the work area. This will ensure safety of the hauling crews and the public. At times if necessary, they may need to stop the traffic completely to move some debris or to move the hauling trucks out of the work area. Safety is always the priority, but any complete blockage of the road will be kept to a minimum to reduce disruption to the road networks.

Trucks waiting to be loaded will be parked in a single line behind the knuckleboom loader and as each truck is filled and leaves the next one moves up so as not to obstruct traffic more than is necessary.

**Two laborers** may also be part of the crew depending on the location and type of debris and they will support the debris collection by raking and cleaning up the area, ensuring debris is piled appropriately for pick up and may use chainsaws to reduce the size of some large material. They will also support the truck operators and generally help ensure maximum loading and safe pick up of debris.

Once debris is loaded into a hauling truck and the load is determined to be at its maximum the truck will leave the work site and transport the load to the TDRS for storage, reduction and finally disposal.

#### **Hazardous Tree, Limb, and Stump Removal**

KDF is a fully insured tree care company that adheres to the strict tree care standards established by the Tree Care Industry Association. The KDF Storm Recovery Team have successfully removed over 100,000 trees due to storm damage. Determination on whether a tree, limb or stump is 'hazardous' will be made following the criteria laid out the most recent FEMA guidelines as evidenced in PAPPG (Public assistance program and policy guide)

#### **DEBRIS REDUCTION**

Once debris has arrived at the TDSR and has been segregated then plans for disposal of the debris are put into place. Some of this debris will be transported to relevant recycling facilities or a final disposal site. Vegetative debris is bulky and can consume a significant volume of landfill space if buried, therefore reducing the volume of this debris prior to disposal is important and it may be reduced by as much as 75 percent by mulching or grinding and as much as 90% through burning where appropriate.

At KDF we have a strong focus on recycling and reducing the amount of debris that ends up in our landfill sites. We make every effort to find local sources where the resulting mulch can be used for renewable energy, environmental resourcing, and erosion support in the local environment. We also implement a recycling and reduction program for C+D debris, Metal haulers and shredders may be used for metal debris in agreement with the **City**. Concrete, asphalt, and masonry debris can be crushed and used as a base material for road construction. Great care will be taken to seek to recycle all appropriate materials that cannot be reduced at local recycling centers.

**Volume reduction by grinding or chipping** is typically the method used for reduction of vegetative debris for environmental reasons. The production of wood chips as a source of renewable energy is an environmental advantage to this process which KDF favors over reduction by burning. Reduction by grinding may in some instances be used for C&D debris, however this is prohibited in many areas and so alternative methods will be used. Grinders (horizontal and/or tub grinders) depending on the site will be used within a designated area at the TDRS. Safety is of prime importance in these operations and so an exclusion zone around the site will be maintained and a dust control plan in operation to ensure any dust from the grinders does not affect the local community. Any mulch which is produced by the grinding process will be stored appropriately and safely to ensure it does not spontaneously combust.

**Volume reduction by burning** may be used as a method of reduction only where we are directed to do so by the government **the City of Pembroke Pines** and will only be carried out within government and state guidelines. This applies to both open air burning and air curtain burning. This process of reduction will not be carried out on any material which is known or suspected to contain potential hazardous compounds such as asbestos. The accident and fire protection plans as well as the site plans will provide strict guidelines for these operations and all personnel working on site must be provided with training and be signed off as competent prior to commencement of burning operations. Both open air and air curtain sites will not be within 1000 feet from any occupied structure and 100 feet from any stockpile of debris.

**Ash debris** will be removed at the end of each burning cycle, it will be wetted and transferred to a designated ash storage area which will remain at least 100 feet from any debris stockpile. The ash storage area will be purpose built and will ensure no contamination of



KDF Enterprises, LLC

Disaster Debris Management Services  
City of Pembroke Pines, Florida

the local area. Once the storage of ash reaches an agreed quantity it will be assessed in line with the environmental plan prior to removal to an appropriate final disposal site.

#### **Final Disposal of Collected and Reduced Debris**

The final destination of the collected debris will very much depend on the nature and type of debris but can be broadly categorized as follows:

**Vegetative debris** such as trees, stumps and leaves typically make up the largest proportion of storm debris. They can be processed and reduced as described previously, resulting in mulch or ash. KDF can recycle mulch as a fuel product while we will dispose of ash at a center in accordance with federal, state, and local regulations. If this level of processing is not required, then this debris will be compacted in line with FEMA regulations and transported to an agreed disposal site.

**Construction and demolition debris (C&D)** is another large part of disaster debris and is typically material resulting from damage to homes and other structures. This type of debris may comprise a wide range of materials requiring disposal such as wood, metal, plastic, aggregates, roofing, flooring, tiles, pipes, concrete and more. These materials will be segregated at the TDMS and processed for final disposal in agreement with **the City of Pembroke Pines** preferences.

**White goods (household appliances)** consist of refrigerators, ovens, air conditioners, washing machines etc. Each TDMS site will have a designated area monitored by our safety team where these materials will be safely stored prior to decommissioning (removal of Freon/oils) and disposal at an appropriate disposal site.

EPA approved technicians will ensure that ozone depleting refrigerants, mercury or compressor oils from white goods are collected appropriately. This along with HHW will be individually tracked in line with federal and state requirements.

**E-waste** generally consists of household or commercial electronic devices such as: phones, computers, laptops, televisions, etc. These items will be segregated and stored safely in a designated area at the TDMS where they will be appropriately processed prior to disposal at an agreed site in line with federal, state, and local guidelines.

**HHW (household hazardous waste)**—for the purposes of this proposal will include the following:

- Used Oil
- Batteries
- Paint
- Aerosol spray cans
- Pesticides
- Antifreeze
- Fluorescent light bulbs
- Propane tanks (household size)

HHW is defined as having properties that make it potentially harmful to human health or the environment. It is regulated under the Resource Conservation and Recovery Act (RCRA) and includes waste on one of the four hazardous waste lists or waste that exhibits one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity. Each TDMS site will have a lined containment area monitored by our hazard safety team where these materials if inadvertently delivered to a debris management site will be safely stored prior to disposal in accordance federal, state, and local guidelines.

#### **Dead Animals**

Any dead animals that are inadvertently delivered to a debris management site will be disposed of in line with local regulations. If **the City's** Animal Service Center cannot accept dead animals because they cannot be properly stored, KDF will take the responsibility to haul the dead animal to the local landfill.

**Increasingly newer and more specialized recycling options** are being developed and these can be discussed and applied specifically to your requirements.

Where necessary, tipping fees can be paid by KDF and invoiced to **the City's** at project completion.

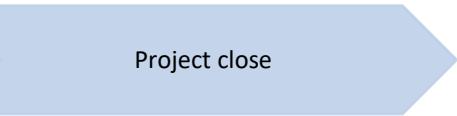
**To keep costs low**, we will use existing disposal sites wherever possible and in agreement with **the City of Pembroke Pines**.



Restore



Site restoration

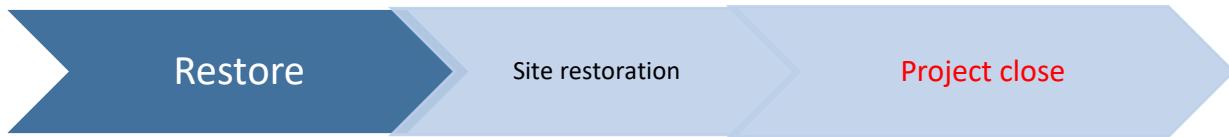


Project close

At the point of closure of each TDSRS the individual site restoration plan will ensure that we leave each site in an appropriate manner for the local community and the environment.

These sites will have experienced a heavy workload and as such site restoration is an important step. In general, this will involve final removal of all debris and debris storage areas, environmental assessment of any potential hazards and introduction of measures if required and removal of structures such as site offices and monitoring towers.

In addition, restoration of ground cover typically through topsoil and seeding is carried out, all with the aim of returning the area to its pre-disaster condition as far as is possible.



- Once all field work, ticket reconciliation and invoicing are completed KDF can continue to support FEMA reimbursement if required.
- An After-Action Review will be completed across the project team in collaboration with the client and the results shared across both organizations to support further joint working.

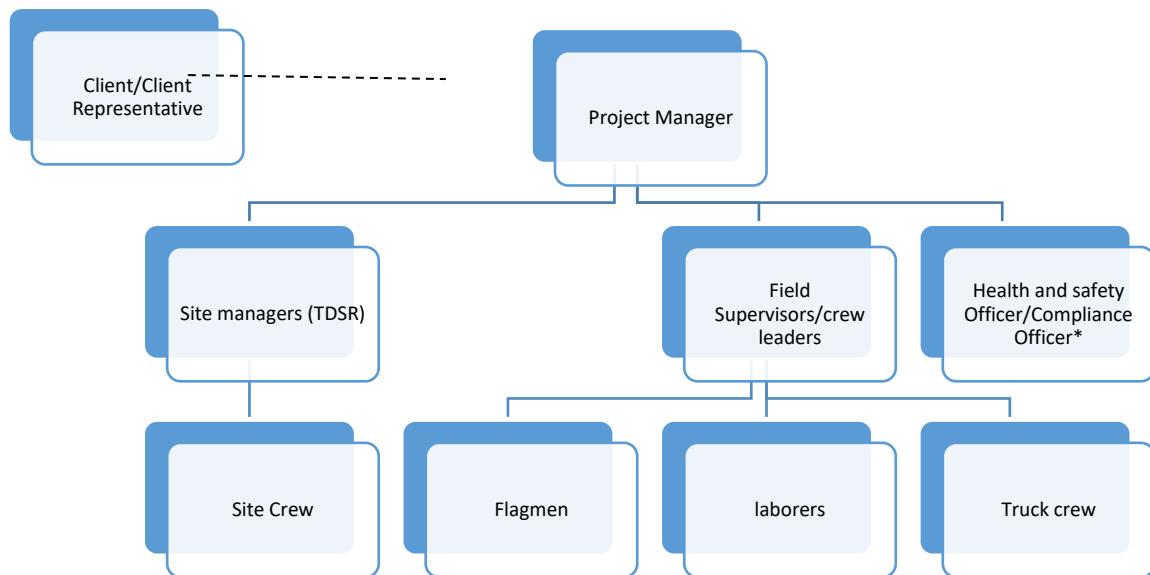
To close out the project, KDF will submit a detailed final report summarizing all the disaster activities performed. This will include logs of debris hauled by volume and type, final disposal locations and the amount of debris for each, and all relevant financials for the project. KDF will continue to work with **the City of Pembroke Pines** and submit any other requested information until everyone is satisfied that the project is closed out and final approval is given. In addition to ongoing reviews throughout the life of the project a detailed After Action Review (AAR) will be carried out at the close of the project to ensure all key learnings and success are captured for ongoing development across KDF and **the City of Pembroke Pines**.

#### **Roles and responsibilities-field response team**

At KDF senior management take a hands-on approach to every project bringing with them a wealth of skill and experience from project inception to project close. Each project will have a dedicated Project Manager who will report to our Operations Manager who may oversee multiple projects. The project manager will be available to you 24/7 and will have overall accountability for your project, whilst the operations manager and President will be involved as and when needed and agreed at project outset.

There are other critical roles who will be involved in the day to day running of the project and will report daily to the project manager to ensure smooth running and successful outcome for the project.

#### **Typical field team structure**



**\*There will be at least one safety officer on duty at all times.**



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Disaster Debris Management Services  
City of Pembroke Pines, Florida

Each site will have a dedicated **site manager** whose role will be safe and efficient running of all site operations as well as liaison with the monitoring company onsite. This includes monitoring and inspecting all personnel and equipment that enters the site to ensure that all safety guidelines and procedures are adhered to. They will be present at daily team meetings to ensure that all reporting is accurate, and any issues are managed.

The **field supervisor's/Crew leaders** may be specific to one crew or depending on the size of the crew and the geography may oversee more than one.

Each crew will have a **Crew Foreman** who will be responsible for the daily activities of that crew. This includes ensuring that all equipment and personnel are safe and licensed for their role, ensuring that all safety equipment is available and used to preserve the safety of the workforce and the local community. He will also be responsible for scouting future debris locations, planning the logistics for each new location to include identifying routes to and from the location, identifying any hazards and providing solutions. Each day they will provide this information to the field supervisors for action over the following days.

Each day the crew foreman will be responsible for ensuring that correctly completed timesheets are produced by each member of the crew for each piece of equipment to be entered into the daily worksheet along with purchase orders. The daily reports compiled by the crew foreman will form an essential part of the daily management team meeting and are a crucial part of the project documentation process. This will include amongst other items: Loads per hour, production and cycle time of trucks focusing on efficiency of operations and progress toward project outcomes.



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City of Pembroke Pines, Florida



## DEBRIS INSPECTION TOWER

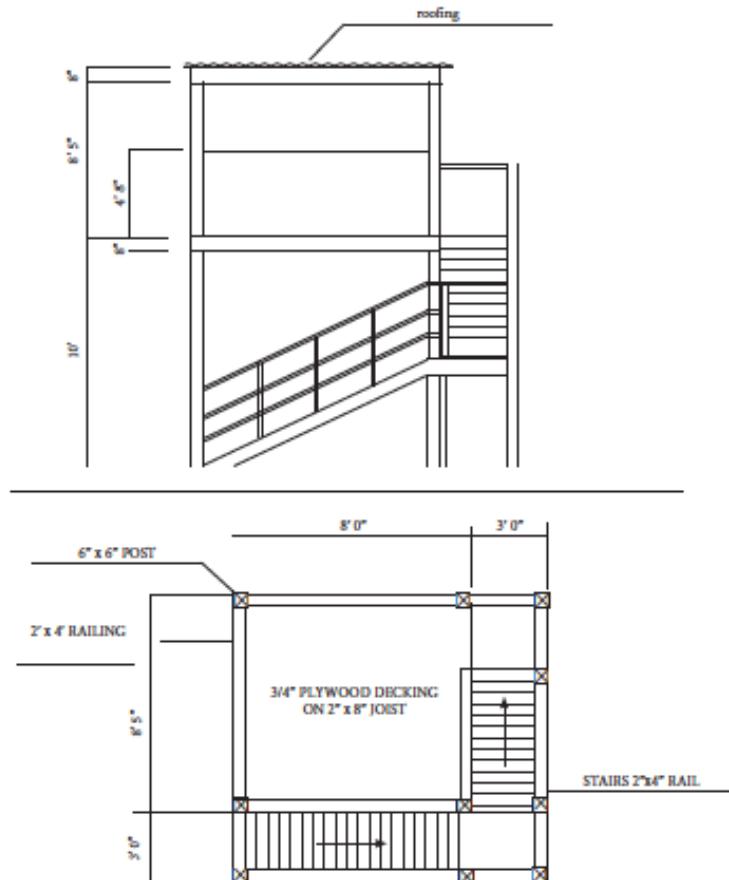


Diagram of FEMA Compliant Monitoring Tower



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## AVAILABILITY OF EQUIPMENT

VEHICLE DESCRIPTION	YEAR	VIN #	GVW	STATE	COUNTY	TAG #
<b>HAUL TRUCKS</b>						
MACK 700 CL	1996	1M2AD62C3TW003233	66,000	GA	FORSYTH	DFX 898
FORD (WHITE)	1996	1FDZY90S0TVA19625	66,000	TX	TEXAS	1K03886
PETERBUILT	1998	1XP5DB9X7WN446744	66,000	GA	FORSYTH	DFX 897
WESTERN STAR	1999	2WKPDDJH9XK959597	66,000	GA	FORSYTH	DFX 896
PETERBUILT (LOWBOY)	2000	1XP5DB9X2YD523447	80,000	AL	ST CLAIR	59X91210
MACK 700 CL	2001	1M2AD64C41M001013	66,000	GA	FORSYTH	DFX 828
Mercedes mobile control center	2015	WD3PF4CD8FP105544				
<b>BUCKET TRUCKS</b>						
INTERNATIONAL BT	1993	1HTSDPNP4PH465519	26,000	AL	ST CLAIR	59X21375
FORD 7000	1995	1FDPR72C1SVA43199	26,000	AL	ST CLAIR	59X21376
INTERNATIONAL BT	1999	1HTSCABN6XH639884	26,000	AL	ST CLAIR	59X21372
FREIGHTLINER 1800	2000	1FV6JJBB3YHG79262	26,000	AL	ST CLAIR	59X21377
GMC C-SERIES BT	2001	1GDL7H1E01J507764	26,000	AL	ST CLAIR	59X21371
GMC BT	2005	1GDP7C1C05F514659	26,000	AL	ST CLAIR	59X21373
INTERNATIONAL BT	2007	1HTMMAAM37H438569	30001	GA	FORSYTH	DQP 856
<b>TRAILERS</b>						
EAGER BEAVER	1996	112SD2482TL046637		AL	ST CLAIR	59TR3094
FORD (WHITE) TRL	1998	1JKDTA201WA000140		AL	ST CLAIR	59TR3103
1996 MACK TRL	1999	1G9CD1820XS139921		GA	FORSYTH	TR 9718 I
2001 MACK TRL	2003	M0HMTRAILER009249		GA	FORSYTH	TR68E09
WESTERN STAR TRL	2009	DPSMN071328		AL	ST CLAIR	59TR3102
PETERBUILT TRL	2012	M0HMTRAILER020049		GA	FORSYTH	TR 7572 E
WESTON/TILT DECK	1999	1W9AT17234H202338	14,000			
BIG TEX	2006			FL	ORANGE	
RACE COACH TRAILER	2006	1R9BH35296M536032				
PACE	2016	53BPTEA24GA023726		AL	ST CLAIR	59UTK436
BIG TEX/TILT DECK	2017	16VFX1629H2062764	14,000	AL	ST CLAIR	59TR3106
<b>KDF PASSENGER VEHICLE</b>						
Chevy Suburban	2005	1GNEC16Z45J167107		AL	ST CLAIR	59CZ494
FORD TAURUS	2005	1FAFP53245A193387		AL	JEFFERSON	
CHEVY 3500	2011	1GC4K0C80BF221269		AL	ST CLAIR	59CZ396
F-350 XL	2012	1FT8W3BTXCEC39962		AL	JEFFERSON	1CN2355
DODGE RAM 2500	2013	3C6UR5PL3DG600640		AL	JEFFERSON	1AT9555
F-250 XL	2014	1FT7W2BT6EEA71732		AL	JEFFERSON	1CN2356
F-250	2015	1FT7W2BT2FEB51112		AL	ST CLAIR	59CY506
<b>OTHER EQUIPMENT</b>						
SKYTRIM		75G2-569-12				
SKYTRIM						
VERMEER CHIP-BC1000XL	2005	1VRY11192F1022264				
SKID STEER T-300	2009	A5GU35209				

In addition to our own equipment listed we have strong relationships with hundreds of subcontractors through whom we have access to additional equipment and expertise. KDF and our subcontractors have contracts with national equipment leasing companies



KDF Enterprises, LLC

Disaster Debris Management Services  
City of Pembroke Pines, Florida

ensuring that we can mobilize a substantial fleet of debris recovery vehicles to meet the needs of this project. We provide assurances that all the equipment listed here as well as any others needed to complete this project will be available to the **City of Pembroke Pines**, either KDF owned equipment or equivalent subcontractor or leased equipment.

## LOCATION

Headquarters | 370 Mountain View Road | Springville, AL 35146 | 205-687-1875

Gulf Coast Office | 3512 Godwin Court, Suite A | Mobile, AL 36693 | 251-298-8487

California Office | 1346 Blue Oaks Boulevard, Suite 200 | Roseville, CA 95678 | 209-487-0807

KDF's main equipment location is at our Headquarters in Springville, Alabama. We also have Satellite Offices in Texas and Puerto Rico.



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Disaster Debris Management Services  
City of Pembroke Pines, Florida

**Item AD-21-02-01-01 - Schedule A - Crew including Equipment and Labor: Push Crew Class A****Quantity 223 hour****Unit Price \$320.00****Delivery Location City of Pembroke Pines**No Location Specified**Qty 223****Description**

Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone.  $\frac{3}{4}$  or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.

**Item AD-21-02-01-02 - Schedule A - Crew including Equipment and Labor: Push Crew Class B****Quantity 223 hour****Unit Price \$295.00****Delivery Location City of Pembroke Pines**No Location Specified**Qty 223****Description**

Cat 289 or equal compact track loader/grapple and operator with cell phone.  $\frac{3}{4}$  or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.

**Item AD-21-02-01-03 - Schedule A - Crew including Equipment and Labor: Cut Crew Class A****Quantity 223 hour****Unit Price \$95.00****Delivery Location City of Pembroke Pines**No Location Specified**Qty 223****Description**

$\frac{3}{4}$  or 1 ton truck with chainsaw operator, one laborer, cell phone, and related supplies and equipment.

**Item AD-21-02-01-04 - Schedule A - Crew including Equipment and Labor: Cut Crew Class B****Quantity 223 hour****Unit Price \$130.00****Delivery Location City of Pembroke Pines**No Location Specified**Qty 223****Description**

$\frac{3}{4}$  or 1 ton truck with climber/chainsaw operator, one laborer, cell phone, and related supplies and equipment.

**Item AD-21-02-01-05 - Schedule A - Crew including Equipment and Labor: Push Loader Crew Class A****Quantity 223 hour****Unit Price \$175.00**

Delivery Location

**City of Pembroke Pines**No Location Specified**Qty** 223**Description**

Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone.

Item **AD-21-02-01-06 - Schedule A - Crew including Equipment and Labor: Push Loader Crew Class B**Quantity **223 hour**Unit Price 

Delivery Location

**City of Pembroke Pines**No Location Specified**Qty** 223**Description**

Cat 289 or equal compact track loader with root rake or grapple and operator with cell phone.

Item **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)**Quantity **230000 cubic yard**Unit Price 

Delivery Location

**City of Pembroke Pines**No Location Specified**Qty** 230000**Description**

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.

Item **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)**Quantity **230000 cubic yard**Unit Price 

Delivery Location

**City of Pembroke Pines**No Location Specified**Qty** 230000**Description**

Work consists of the collection and transportation of eligible C&amp;D and mixed debris on the ROW or other public property to a City approved TDMS or FDS.

Item **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)**Quantity **230000 cubic yard**Unit Price 

Delivery Location

**City of Pembroke Pines**

No Location Specified**Qty** 230000**Description**

Work consists of the collection and transportation of eligible debris from public canals and waterways to a City approved TDMS or FDS.

Item **AD-21-02-02-04 - Schedule B - Collection of Debris & Hauling to TDMS or Final Destination: Curbside Separation of Mixed Debris**

Quantity **230000 cubic yard**

Unit Price

Delivery Location **City of Pembroke Pines**

No Location Specified**Qty** 230000**Description**

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.

Item **AD-21-02-03-01 - Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: TDMS Management and Operation**

Quantity **130000 cubic yard**

Unit Price

Delivery Location **City of Pembroke Pines**

No Location Specified**Qty** 130000**Description**

Work as described in Section 1.3.18.5. Per cubic yard of debris hauled into each TDMS.

Item **AD-21-02-03-02 - Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: Vegetative Debris Reduction at TDMS**

Quantity **95000 cubic yard**

Unit Price

Delivery Location **City of Pembroke Pines**

No Location Specified**Qty** 95000**Description**

Work consists of reduction of eligible vegetative disaster related debris through grinding as described in Section 1.3.18.6.

Item **AD-21-02-03-03 - Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: C&D Debris Reduction at TDMS**

Quantity **35000 cubic yard**

Unit Price

Delivery Location **City of Pembroke Pines**

No Location Specified

**Qty** 35000**Description**

Work consists of reduction of eligible C&D disaster related debris through compaction as described in Section 1.3.18.6.

Item	<b>AD-21-02-03-04 - Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: Separation of Mixed Debris at TDMS</b>
Quantity	<b>1 cubic yard</b>
Unit Price	\$1.00
Delivery Location	<b>City of Pembroke Pines</b> <u>No Location Specified</u>

**Qty** 1**Description**

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.

Item	<b>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</b>
Quantity	<b>31500 cubic yard</b>
Unit Price	\$8.50

Delivery Location	<b>City of Pembroke Pines</b> <u>No Location Specified</u>
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**Qty** 31500**Description**

Hauling 50 miles away (100 miles round trip)

Work consists of loading and transporting of eligible reduced vegetative disaster related debris from a City approved TDMS to a City designated final disposal site.

Item	<b>AD-21-02-03-06 - Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: Haul-out of C&amp;D Debris to a City Approved Final Disposal Site - Hauling 50 miles</b>
Quantity	<b>2000 cubic yard</b>
Unit Price	\$8.50

Delivery Location	<b>City of Pembroke Pines</b> <u>No Location Specified</u>
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**Qty** 2000**Description**

Hauling 50 miles away (100 miles round trip)

Work consists of loading and transporting of eligible reduced C&D disaster related debris at a City approved TDMS to a City designated final disposal site.

Item	<b>AD-21-02-04-01 - Schedule D - Additional Hauling Mileage: Additional Hauling Mileage - Collection of Debris and Hauling to TDMS or FDS</b>
Quantity	<b>1 mile</b>
Unit Price	\$7.00
Delivery Location	<b>City of Pembroke Pines</b>

No Location Specified**Qty 1****Description**

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.

Item **AD-21-02-04-02 - Schedule D - Additional Hauling Mileage: Additional Hauling Mileage - Haul-out of Debris from TDMS to a FDS**

Quantity **1 mile**Unit Price Delivery Location **City of Pembroke Pines**No Location Specified**Qty 1****Description**

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.

Item **AD-21-02-05-01 - Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: TDMS Remediation**

Quantity **1 acre**Unit Price Delivery Location **City of Pembroke Pines**No Location Specified**Qty 1****Description**

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.

Item **AD-21-02-05-02 - Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Bagged Ice**

Quantity **1 pound**Unit Price Delivery Location **City of Pembroke Pines**No Location Specified**Qty 1****Description**

Per pound cost, delivered on pallets in 40' semi-trailer load quantities

Item **AD-21-02-05-03 - Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Bottled Water**

Quantity **1 case**Unit Price Delivery Location **City of Pembroke Pines**No Location Specified

**Qty 1****Description**

Per case cost, 16 ounce bottles in cases of 24 bottles each, delivered on pallets in 40' semi-trailer load quantities

Item **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**

Quantity **1 each**

Unit Price

Delivery Location **City of Pembroke Pines**  
No Location Specified

**Qty 1****Description**

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.

Item **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**

Quantity **1 each**

Unit Price

Delivery Location **City of Pembroke Pines**  
No Location Specified

**Qty 1****Description**

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.

Item **AD-21-02-05-06 - Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Dead Animal Removal**

Quantity **1 each**

Unit Price

Delivery Location **City of Pembroke Pines**  
No Location Specified

**Qty 1****Description**

Work consists of the removal of dead animal carcasses from the ROW to a City approved FDS.

Item **AD-21-02-05-07 - Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Limbs, per tree**

Quantity **6000 each**

Unit Price

Delivery Location **City of Pembroke Pines**  
No Location Specified

**Qty** 6000**Description**

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.

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Item	<b>AD-21-02-05-08 - Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, &amp; Stumps: Removal of Hazardous Trees - 6 inch to 12 inch diameter, per tree</b>
Quantity	<b>196 each</b>
Unit Price	\$100.00
Delivery Location	<b>City of Pembroke Pines</b> <u>No Location Specified</u>

**Qty** 196**Description**

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.

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Item	<b>AD-21-02-05-09 - Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, &amp; Stumps: Removal of Hazardous Trees - 12.01 inch to 24 inch diameter, per tree</b>
Quantity	<b>1 each</b>
Unit Price	\$100.00
Delivery Location	<b>City of Pembroke Pines</b> <u>No Location Specified</u>

**Qty** 1**Description**

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.

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Item	<b>AD-21-02-05-10 - Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, &amp; Stumps: Removal of Hazardous Trees - 24.01 inch to 36 inch diameter, per tree</b>
Quantity	<b>31 each</b>
Unit Price	\$150.00
Delivery Location	<b>City of Pembroke Pines</b> <u>No Location Specified</u>

**Qty** 31**Description**

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.

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Item	<b>AD-21-02-05-11 - Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, &amp; Stumps: Removal of Hazardous Trees - 36.01 inch to 48 inch diameter, per tree</b>
Quantity	<b>1 each</b>
Unit Price	\$300.00
Delivery Location	<b>City of Pembroke Pines</b>

No Location Specified**Qty 1****Description**

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.

Item **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**

Quantity **1 each**

Unit Price

Delivery Location **City of Pembroke Pines**

No Location Specified**Qty 1****Description**

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.

Item **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**

Quantity **1 each**

Unit Price

Delivery Location **City of Pembroke Pines**

No Location Specified**Qty 1****Description**

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.

Item **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**

Quantity **11 each**

Unit Price

Delivery Location **City of Pembroke Pines**

No Location Specified**Qty 11****Description**

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.

Item **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**

Quantity **1 each**

Unit Price

Delivery Location

**City of Pembroke Pines**No Location Specified**Qty 1****Description**

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.

Item **AD-21-02-05-16 - Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Stumps - 60.01 inch diameter and above, per stump**

Quantity **1 each**Unit Price **\$750.00**Delivery Location **City of Pembroke Pines**No Location Specified**Qty 1****Description**

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.

Item **AD-21-02-06-01 - Schedule F - Other Trees, Limbs, & Stumps: Removal of Hazardous Limbs (Non-Eligible) - Hauling 25 miles away, per tree**

Quantity **1 each**Unit Price **\$90.00**Delivery Location **City of Pembroke Pines**No Location Specified**Qty 1****Description**

Removal of Hazardous Limbs (Non-Eligible) - Hauling 25 miles away (50 miles round trip)

Work consists of removing all damaged limbs from a tree that does not contain any eligible hazardous limbs. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.

Item **AD-21-02-06-02 - Schedule F - Other Trees, Limbs, & Stumps: Removal of Hazardous Trees (Non-Eligible) - Under 6" in Diameter, per tree**

Quantity **1 each**Unit Price **\$100.00**Delivery Location **City of Pembroke Pines**No Location Specified**Qty 1****Description**

Removal of Hazardous Trees (Non-Eligible) - Under 6" in Diameter - Hauling 25 miles away (50 miles round trip)

Work consists of removing hazardous trees under 6" in diameter, including the stumps. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.

Item **AD-21-02-06-03 - Schedule F - Other Trees, Limbs, & Stumps: Removal of Hazardous Stumps (Non-Eligible) -**

**Under 24" - per stump**

Quantity

**1 each**

Unit Price

\$150.00

Delivery Location

**City of Pembroke Pines**No Location Specified**Qty 1****Description**

Removal of Hazardous Stumps (Non-Eligible) - Under 24" - Hauling 25 miles away (50 miles round trip)

Work consists of removal and disposal of stump and backfill of stump hole. Backfill must be within 24 hrs. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.

Item **AD-21-02-06-04 - Schedule F - Other Trees, Limbs, & Stumps: Stump Grinding of Flush Cuts (Non-Eligible) -****Under 24" diameter, per stump**

Quantity

**1 each**

Unit Price

\$325.00

Delivery Location

**City of Pembroke Pines**No Location Specified**Qty 1****Description**

Stump Grinding of Flush Cuts (Non-Eligible) - Under 24" diameter

Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.

Item **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****1 each**

Unit Price

\$500.00

Delivery Location

**City of Pembroke Pines**No Location Specified**Qty 1****Description**

Stump Grinding of Flush Cuts (Non-Eligible) - 24 inch to 36 inch diameter

Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.

Item **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****1 each**

Unit Price

\$675.00

Delivery Location

**City of Pembroke Pines**No Location Specified**Qty 1****Description**

Stump Grinding of Flush Cuts (Non-Eligible) - 36.01 inch to 48 inch diameter

Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.

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Item **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**

Quantity **1 each**

Unit Price **\$850.00**

Delivery Location **City of Pembroke Pines**

No Location Specified

**Qty 1**

**Description**

Stump Grinding of Flush Cuts (Non-Eligible) - 48.01 inch to 60 inch diameter

Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.

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Item **AD-21-02-06-08 - Schedule F - Other Trees, Limbs, & Stumps: Stump Grinding of Flush Cuts (Non-Eligible) - 60.01 inch diameter and above**

Quantity **1 each**

Unit Price **\$1,025.00**

Delivery Location **City of Pembroke Pines**

No Location Specified

**Qty 1**

**Description**

Stump Grinding of Flush Cuts (Non-Eligible) - 60.01 inch diameter and above

Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.

## Attachment J: Debris Management Proposal Form

Note: The vendor must provide their pricing through the designated lines items listed on the BidSync website.

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

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

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

AD-21-02 "Disaster Debris Management Services"				VENDOR NAME:		
Bid #	Description	Qty	Unit	Price	Total	Notes
<b>Schedule A - Crew including Equipment and Labor</b>						
1.01	<b>Push Crew Class A</b> - Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone. $\frac{3}{4}$ or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.	223	hour	\$320.00	\$71,360.00	
1.02	<b>Push Crew Class B</b> - Cat 289 or equal compact track loader/grapple and operator with cell phone. $\frac{3}{4}$ or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.	223	hour	\$295.00	\$65,785.00	
1.03	<b>Cut Crew Class A</b> - $\frac{3}{4}$ or 1 ton truck with chainsaw operator, one laborer, cell phone, and related supplies and equipment.	223	hour	\$95.00	\$21,185.00	
1.04	<b>Cut Crew Class B</b> - $\frac{3}{4}$ or 1 ton truck with climber/chainsaw operator, one laborer, cell phone, and related supplies and equipment.	223	hour	\$130.00	\$28,990.00	
1.05	<b>Push Loader Crew Class A</b> - Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone.	223	hour	\$175.00	\$39,025.00	
1.06	<b>Push Loader Crew Class B</b> - Cat 289 or equal compact track loader with root rake or grapple and operator with cell phone.	223	hour	\$150.00	\$33,450.00	
						<b>\$259,795.00</b>

<b>Schedule B - Collection of Debris &amp; Hauling to TDMS or Final Destination</b>						
2.01	<b>Vegetative Debris Removal - Hauling 25 miles away (50 miles round trip)</b> 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	\$8.85	\$ - 2,035,500.00	
2.02	<b>C&amp;D &amp; Mixed Debris Removal - Hauling 25 miles away (50 miles round trip)</b> 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	\$12.15	\$ - 2,794,500.00	
2.03	<b>Canals / Waterways Debris Removal - Hauling 25 miles away (50 miles round trip)</b> 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	\$85.00	\$ - 19,550,000.00	
2.04	<b>Curbside Separation of Mixed Debris</b> 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	\$0.05	\$11,500.00	
						<b>\$ 24,391,500.00</b>

<b>Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS</b>					
3.01	<b>TDMS Management and Operation</b> Work as described in Section 1.3.18.5. Per cubic yard of debris hauled into each TDMS.	130000	cubic yard	\$0.95	\$ 123,500.00
3.02	<b>Vegetative Debris Reduction at TDMS</b> Work consists of reduction of eligible vegetative disaster related debris through grinding as described in Section 1.3.18.6.	95000	cubic yard	\$2.65	\$251,750.00
3.03	<b>C&amp;D Debris Reduction at TDMS</b> Work consists of reduction of eligible C&D disaster related debris through compaction as described in Section 1.3.18.6.	35000	cubic yard	\$0.50	\$17,500.00

## Attachment J: Debris Management Proposal Form

3.04	<b>Separation of Mixed Debris at TDMS</b> 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	<b>Haul-out of Reduced Vegetative Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip)</b> 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	\$8.50	\$ 267,750.00	
3.06	<b>Haul-out of C&amp;D Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip)</b> 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	\$8.50	\$ 17,000.00	
						<b>\$ 677,501.00</b>

**Schedule D - Additional Hauling Mileage**

4.01	<b>Additional Hauling Mileage - Collection of Debris and Hauling to TDMS or FDS</b> Cost for each additional mile for hauling of eligible debris picked up from the ROW, canal or waterway, or other public property to a TDMS or FDS in excess of 50 miles round trip.	1	mile	\$7.00	\$ 7.00	
4.02	<b>Additional Hauling Mileage - Haul-out of Debris from TDMS to a FDS</b> 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	\$8.00	\$ 8.00	
						<b>\$ 15.00</b>

**Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps**

5.01	<b>TDMS Remediation</b> 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	\$5,000.00	\$5,000.00	
5.02	<b>Bagged Ice</b> Per pound cost, delivered on pallets in 40' semi-trailer load quantities	1	pound	\$0.60	\$ 0.60	
5.03	<b>Bottled Water</b> Per case cost, 16 ounce bottles in cases of 24 bottles each, delivered on pallets in 40' semi-trailer load quantities	1	case	\$12.00	\$12.00	
5.04	<b>ROW White Goods Debris Removal - AC Units Refrigerators and freezers</b> Work consists of the removal of eligible White Goods from the ROW to a City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area	1	each	\$75.00	\$75.00	
5.05	<b>ROW White Goods Debris Removal - Washers dryers stoves ovens &amp; water heaters</b> 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	\$25.00	\$ 25.00 -	
5.06	<b>Dead Animal Removal</b> 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	<b>Removal of Hazardous Limbs</b> 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	\$75.00	\$450,000.00	
5.08	<b>Removal of Hazardous Trees - 6 inch to 12 inch diameter</b> 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	\$100.00	\$19,600.00	

## Attachment J: Debris Management Proposal Form

5.09	<b>Removal of Hazardous Trees - 12.01 inch to 24 inch diameter</b> 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	\$100.00	\$100.00 -	
5.10	<b>Removal of Hazardous Trees - 24.01 inch to 36 inch diameter</b> 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	\$150.00	\$4,650.00 -	
5.11	<b>Removal of Hazardous Trees - 36.01 inch to 48 inch diameter</b> 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	\$300.00	\$300.00 -	
5.12	<b>Removal of Hazardous Trees - 48.01 inch and larger diameter</b> 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	\$400.00	\$400.00 -	
5.13	<b>Removal of Hazardous Stumps - 24 inch to 36 inch diameter</b> 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	\$150.00	\$ 150.00 -	
5.14	<b>Removal of Hazardous Stumps - 36.01 inch to 48 inch diameter</b> 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	\$300.00	\$3,300.00 -	
5.15	<b>Removal of Hazardous Stumps - 48.01 inch to 60 inch diameter</b> 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	\$500.00	\$500.00 -	
5.16	<b>Removal of Hazardous Stumps - 60.01 inch diameter and above</b> 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	\$750.00	\$750.00 -	
					<b>\$484,863.60</b>	

## Attachment J: Debris Management Proposal Form

## Schedule F - Other Trees, Limbs, &amp; Stumps

6.01	<b>Removal of Hazardous Limbs (Non-Eligible) - Hauling 25 miles away (50 miles round trip)</b> 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	\$90.00	\$90.00 -	
6.02	<b>Removal of Hazardous Trees (Non-Eligible) - Under 6" in Diameter - Hauling 25 miles away (50 miles round trip)</b> 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	\$100.00	\$100.00 -	
6.03	<b>Removal of Hazardous Stumps (Non-Eligible) - Under 24" - Hauling 25 miles away (50 miles round trip)</b> 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	\$150.00	\$150.00 -	
6.04	<b>Stump Grinding of Flush Cuts (Non-Eligible) - Under 24" diameter</b> Work consists of grinding flush cut stumps in the City ROW or other public property to 12" below grade to include trade standard site cleanup.	1 stump	\$325.00	\$325.00 -	
6.05	<b>Stump Grinding of Flush Cuts (Non-Eligible) - 24 inch to 36 inch diameter</b> 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	\$500.00	\$500.00 -	
6.06	<b>Stump Grinding of Flush Cuts (Non-Eligible) - 36.01 inch to 48 inch diameter</b> 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	\$675.00	\$675.00 -	
6.07	<b>Stump Grinding of Flush Cuts (Non-Eligible) - 48.01 inch to 60 inch diameter</b> 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	\$850.00	\$850.00 -	
6.08	<b>Stump Grinding of Flush Cuts (Non-Eligible) - 60.01 inch diameter and above</b> 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	\$1,025.00	\$1,025.00 -	
					\$ 3,715.00
					<b>TOTAL:</b> \$ 25,817,389.60

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

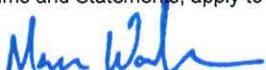
**LOBBYING**

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

KDF Enterprises, LLC

Contractor / Name of Company

Marc Watkins, Vice President of Operations

Printed Name and Title of Contractor's Authorized Official

5/4/2021

Date

**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

KDF Enterprises, LLC

Contractor / Name of Company

Marc Watkins, Vice President of Operations

Printed Name and Title of Contractor's Authorized Official

5/4/2021

Date

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid / offer / application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> - Prime _____ Subawardee Tier _____, if Known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> <i>(last name, first name, MI):</i>	
<b>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.</b>	<b>Signature:</b> <u>Marc Watkins</u> <b>Print Name:</b> <u>Marc Watkins</u> <b>Title:</b> <u>VP of Operations</u> <b>Telephone No.:</b> <u>251-298-8487</u> <b>Date:</b> <u>5/4/2021</u>	



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.

**KDF Enterprises, LLC**

Company Name

**Marc Watkins**

Authorized Signer Name

Authorized Signature



*City of Pembroke Pines*

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## 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

**City of Pembroke Pines**

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*

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- 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: KDF Enterprises, LLC

AUTHORIZED OFFICER NAME / SIGNATURE: *Mark Weller*



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.

KDF Enterprises, LLC

COMPANY NAME: \_\_\_\_\_

PRINTED NAME / AUTHORIZED SIGNATURE: \_\_\_\_\_



City of Pembroke Pines

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

I, Marc Watkins, Vice President of Operations, on behalf of KDF Enterprises, LLC,  
Print Name and Title Company Name

certify that KDF Enterprises, 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.

Marc Watkins, Vice President of Operations

Print Name / Title

Signature

KDF Enterprises, LLC

Company Name



*City of Pembroke Pines*

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

1. This sworn statement is submitted **KDF Enterprises, LLC**  
(name of entity submitting sworn statement)  
whose business address is **370 Mountain View Road, Springville, AL 35146**  
and (if applicable) its Federal Employer Identification Number (FEIN) is  
**47-1244278**. (If the entity has no FEIN, include the Social Security  
Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. My name is **Marc Watkins** and my  
(Please print name of individual signing)  
relationship to the entity named above is **VP of Operations**.
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.)**

Marc Watkins, VP of Operations

Bidder's Name

KDF Enterprises, LLC

Company Name

5/4/2021

Date

(OFFICE USE ONLY) Vendor number: 

## Vendor Information Form

<b>Operating Name (Payee)</b>	KDF Enterprises, LLC		
<b>Legal Name (as filed with IRS)</b>	KDF Enterprises, LLC		
<b>Remit-to Address (For Payments)</b>	370 Mountain View Road		
	Springville, AL 35146		
<b>Remit-to Contact Name:</b>	Cindy Colvin	<b>Title:</b>	Office Manager
<b>Email Address:</b>	cindy@kdf-global.com		
<b>Phone #:</b>	(205) 687-1875	<b>Fax #</b>	(404) 506-9849
<b>Order-from Address (For purchase orders)</b>	370 Mountain View Road		
	Springville, AL 35146		
<b>Order-from Contact Name:</b>	Cindy Colvin	<b>Title:</b>	Office Manager
<b>Email Address:</b>	cindy@kdf-global.com		
<b>Phone #:</b>	(205) 687-1875	<b>Fax #</b>	(404) 506-9849
<b>Return-to Address (For product returns)</b>	370 Mountain View Road		
	Springville, AL 35146		
<b>Return-to Contact Name</b>	Cindy Colvin	<b>Title:</b>	Office Manager
<b>Email Address:</b>	cindy@kdf-global.com		
<b>Phone #:</b>	(205) 687-1875	<b>Fax #</b>	(404) 506-9849
<b>Payment Terms:</b>	net 30		

**Type of Business** (please check one and provide Federal Tax identification or social security Number)

 **Corporation****Federal ID Number:**

47-1244278

 **Sole Proprietorship/Individual****Social Security No.:** **Partnership** **Health Care Service Provider** **LLC – C (C corporation) – S (S corporation) – P (partnership)** **Other (Specify):** 

**Name & Title of Applicant** Marc Watkins, Vice President of Operations

**Signature of Applicant** Marc Watkins **Date**



City of Pembroke Pines

## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

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) PREFERENCE 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: KDF Enterprises, LLC

PRINTED NAME / AUTHORIZED SIGNATURE: \_\_\_\_\_

**Corporate Resolution of: KDF Enterprises, LLC a Georgia Limited Liability Company,****Head Quartered at: 370 Mountain View Road, Springville, AL 35146**

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made on 3/5/2019 8.30 AM in Springville, AL.

We do hereby consent to the adoption of the following as if it were adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

Marc Watkins has authority to sign any and all documents, including and not limited to the purchase of real estate, business acquisitions, enter into contracts with both clients and vendors, equipment purchases.

Therefore, it is resolved, that the corporation shall:

Provide Marc Watkins with this Letter of Guarantee to sign on behalf of KDF Enterprises, LLC and its members.

The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.

  
\_\_\_\_ Wayne Kilpatrick 3/5/2019, Director signature, Printed name, Date  
\_\_\_\_ Baillie Kilpatrick, 3/5/2019, Secretary signature, Printed name, Date

The Secretary of the Corporation certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the board of directors.

  
\_\_\_\_ Baillie Kilpatrick, 3/5/2019, Secretary signature, Printed name, Date

**Supplier: KDF Enterprises, LLC****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](http://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: **KDF Enterprises, LLC**

STREET ADDRESS: **3512 Godwin Court, Suite A**

CITY, STATE & ZIP CODE: **Mobile**

**PRIMARY CONTACT FOR THE PROJECT:**

NAME: **Marc Watkins** TITLE: **Vice President of Operations**

E-MAIL: **jwatson@kdfglobal.co**

TELEPHONE: **12512988487** FAX:

**AUTHORIZED APPROVER:**

NAME: **Marc Watkins** TITLE: **Vice President of Operations**

E-MAIL: **mwatkins@kdf-global.com**

TELEPHONE: **251-753-1864** FAX:

SIGNATURE: **Marc Watkins**

**B) Proposal Checklist**

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

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

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

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

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

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

HUBZone-Certified Small Businesses / Labor Surplus Area Firms

Yes

Supplier: **KDF Enterprises, LLC**

City of Pembroke Pines

Attachment B

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the **Vice President of Operations**,  
(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 **Marc Watkins**

Title **Vice President of Operations**

Name of Company **KDF Enterprises, LLC**

## Supplier: KDF Enterprises, LLC

### **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.

**KDF Enterprises, LLC is a leading nationwide provider of personnel, equipment, and services for disaster recovery as well as general contracting and staffing solutions. Our management team has responded to everything from hurricanes, flooding, and agricultural disasters to debris management, site clearing, and rights-of-way maintenance.**

2) At what address was that business located?

**370 Mountain View Road  
Springville, AL 35146**

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

**No**

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

**Yes**

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

**In accordance with KDF Enterprises, LLC policies, it is our practice to use Local and other Small Businesses including, amongst others, minority-owned, women-owned, veteran owned businesses. We have a long list of contractors which we can access; however, for this project we will draw from a shorted targeted list of trusted subcontractors which includes woman/vet/minority and HUB owned businesses from the surrounding States.**

**When establishing a response team, we will focus on finding and using local companies. Using local subcontractors and suppliers facilitates a quicker response, as resources are already in place when needed, and drives money back into the areaâ™s economy. All subcontractors need to be of a high standard and qualified to do the work and will be approved by the County prior to starting work.**

**KDF conforms with all regulations regarding MBE/WBE/DBE/HUB businesses and will endeavor to work with qualified DBE/HUB businesses wherever possible. If the needs of the project require additional subcontractors, we will use local registers and databases of MBE/WBE/DBE/HUB businesses to find additional subcontractors.**

**In addition, we confirm that we will take the following affirmative actions to support MBE participation in this project:**

**â€¢ Placing qualified small and minority businesses and womenâ™s business enterprises on solicitation list**

**â€¢ Assuring that small and minority businesses and womenâ™s business enterprises are solicited whenever they are potential sources**

- â€¢ Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and womenâ€™s business enterprises
- â€¢ Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and womenâ€™s business enterprises
- â€¢ 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

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.

**None**

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:

**No**

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

**KDF Enterprises, LLC and its team have performed the following major debris removal projects in the last three years and have extensive experience in ensuring compliance with FEMA guidelines and municipalities contracts.**

**2019 Alabama Tornado, Lee County, Alabama -**

KDF provided management, collection, removal, and disposal services for tornado related debris to Lee County, Alabama in March 2019. To date 160,000 cubic yards of vegetative debris and close to 7000 tons (14 million pounds) of C&D debris have been removed.

**2018 Hurricane Florence, City of Lumberton, North Carolina -**

KDF provided management, collection, removal, and disposal services for Hurricane Florence related debris to the City of Lumberton, North Carolina in September 2018. Canal operations totaled over 50,000 linear feet. Canal operations used a range of vessels, as canals varied from 4 ft to 40 ft in width.

**Alabama Tornados 2018 -**

KDF provided management, collection, removal, and disposal of tornado related debris across Calhoun County, Jacksonville and JSU in 2018, managing more than 400,000 cubic yards of debris. \$2,123,286.00

**2017 Hurricane Maria, Puerto Rico -**

Hurricane Maria is regarded as the worst natural disaster on record in Dominica and Puerto Rico. The category 5 Hurricane was the deadliest storm of the hyperactive 2017 Atlantic hurricane season. Puerto Rico suffered catastrophic damage, including destruction of its previously damaged electrical grid. Total losses from the hurricane are estimated at upwards of \$91.61 billion (2017 USD), mostly in Puerto Rico, ranking it as the third-costliest tropical cyclone on record. Recovery got off to a slow start in Puerto Rico and starting in Dec 2017 KDF teams assisted in the recovery efforts across the North and East of the Island. \$5,704,277.00.

**2017 Hurricane Irma, Florida -**

Irma was the first Category 5 hurricane of the 2017 Atlantic hurricane season in September and caused widespread and catastrophic damage throughout its long lifetime, particularly in the northeastern Caribbean and the Florida Keys. It was also the most intense hurricane to strike the continental United States since Katrina in 2005, the first major hurricane to make landfall in Florida since Wilma in the same year, and the first Category 4 hurricane to strike the state since Charley in 2004.

Total losses from the hurricane are estimated at More than \$50 billion in the US alone. KDF teams assisted in the recovery efforts across multiple counties and cities in Florida. \$15,924,334.00.

**2017 Hurricane Harvey, Houston -**

Hurricane Harvey is tied with Hurricane Katrina as the costliest tropical cyclone on record, inflicting at least \$125 billion (2017 USD) in damage, primarily from catastrophic rainfall-triggered flooding in the Houston metropolitan area. It was the first major hurricane to make landfall in the United States since Wilma in 2005, ending a record 12-year span in which no hurricanes made landfall at such an intensity in the country.

In a four-day period, many areas received more than 40 inches (1,000 mm) of rain as the system slowly meandered over eastern Texas and adjacent waters, causing unprecedented flooding. With peak accumulations of 60.58 in (1,539 mm), Harvey was the wettest tropical cyclone on record in the United States. The resulting floods inundated hundreds of thousands of homes, displaced more than 30,000 people, and prompted more than 17,000 rescues. KDF was onsite as the hurricane hit and KDF teams assisted in the recovery efforts across multiple counties and cities in Texas. Disaster debris removal and disposal of 600,000+ Cubic Yards of debris resulting from Hurricane Harvey in the City of Houston and 700,000+ Cubic Yards in Harris County.

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.

**KDF Enterprises, LLC**

(Company Name)

**Marc Watkins**

(Printed Name/Signature)

**Supplier: KDF Enterprises, LLC****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: **Lee County, Alabama**

Address: **215 S 9th Street**

City/State/Zip: **Opelika, AL 36801**

Contact Name: **Robert Ham** Title: **Lee County Commissioner**

E-Mail Address: **roberthamcommissioner@yahoo.com**

Telephone: **334-319-0691** Fax:

**Project Information:**

Name of Contractor Performing the work: **KDF Enterprises, LLC**

Name and location of the project: **Lee County Tornado (Debris Management/Removal)**

**Lee County, Alabama**

Nature of the firm's responsibility on the project: **Management of all debris related services; debris removal, collection and disposal.**

Project duration: **3 months** Completion (Anticipated) Date: **June 2019**

Size of project: **169,204 CY; 6,341 ton** Cost of project: **\$1,778,000**

Work for which staff was responsible: **Management of all debris related services; debris removal, collection and disposal.**

Contract Type: **Disaster Declaration/FEMA Reimbursable**

The results/deliverables of the project: **169,204 CY; 6,341 ton - vegetative and C&D debris removed**

**REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be**

**duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency: **City of Lumberton, North Carolina**

Address: **500 N Cedar Street**

City/State/Zip: **Lumberton, NC 28359**

Contact Name: **Robert Armstrong** Title: **Director of Public Works**

E-Mail Address: **rarmstrong@ci.lumberton.nc.us**

Telephone: **910-734-9851** Fax:

**Project Information:**

Name of Contractor Performing the work: **KDF Enterprises, LLC**

Name and location of the project: **Hurricane Florence (Debris Management/Removal)**

**City of Lumberton, North Carolina**

Nature of the firm's responsibility on the project: **Management of all debris related services; debris removal, collection and disposal**

Project duration: **5 months** Completion (Anticipated) Date: **February 2019**

Size of project: **46,000 CY & 2500 Ton C&D** Cost of project: **\$2,100,000**

Work for which staff was responsible: **Management of all debris related services; debris removal, collection and disposal**

Contract Type: **Disaster Declaration/FEMA Reimbursable**

The results/deliverables of the project: **46,000 CY vegetative & 2500 Ton C&D debris removed**

**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: **RPF Emergency Services**

Address: **2901 7th Street**

City/State/Zip: **Tuscaloosa, AL 35401**

Contact Name: **David Eblen** Title: **RPF Project Lead (at the time of performance of the contract)**

E-Mail Address: **dhetiger9403@gmail.com**

Telephone: **251-379-0599** Fax:

**Project Information:**

Name of Contractor Performing the work: **KDF Enterprises, LLC (subcontractor)**

Name and location of the project: **Hurricane Irma (Debris Management/Removal)  
(Florida, Multiple Counties and Brunswick County, GA)**

Nature of the firm's responsibility on the project: **Management of all debris related services; debris removal, collection, DMS site management and disposal**

Project duration: **7 months** Completion (Anticipated) Date: **April 2018**

Size of project: **>1,000,000 CY debris** Cost of project: **\$15,924,334**

Work for which staff was responsible: **Management of all debris related services; debris removal, collection, DMS site management and disposal**

Contract Type: **Disaster Declaration/FEMA Reimbursable**

The results/deliverables of the project: **>1,000,000 CY debris removed**

**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: **RPF Emergency Services**

Address: **2901 7th Street**

City/State/Zip: **Tuscaloosa, AL 35401**

Contact Name: **David Eblin** Title: **RPF Project Lead (at the time of performance of the contract)**

E-Mail Address: **dhetiger9403@gmail.com**

Telephone: **251-379-0599** Fax:

**Project Information:**

Name of Contractor Performing the work: **KDF Enterprises, LLC (subcontractor)**

Name and location of the project: **Hurricane Harvey (Debris Management/Removal)**

**City of Houston and Harris County, TX**

Nature of the firm's responsibility on the project: **Management of all debris related services; debris removal, collection, DMS site management and disposal**

Project duration: **7 months** Completion (Anticipated) Date: **April 2018**

Size of project: **>2,000,000 CY** Cost of project: **\$24,441,447**

Work for which staff was responsible: **Management of all debris related services; debris removal, collection, DMS site management and disposal**

Contract Type: **Disaster Declaration/FEMA Reimbursable**

The results/deliverables of the project: **>2,000,000 CY debris removed**

**REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency: **City of San Marcos, TX**

Address: **City Hall, 630 East Hopkins**

City/State/Zip: **San Marcos, TX 78666**

Contact Name: **Amy Thomaides** Title: **Community Manager**

E-Mail Address: **athomaides@sanmarcostx.gov**

Telephone: **512-393-8419** Fax:

**Project Information:**

Name of Contractor Performing the work: **KDF Enterprises, LLC**

Name and location of the project: **Texas Floods (Debris Collection and Removal)**

**City of San Marcos**

Nature of the firm's responsibility on the project: **Management of ROW debris collection and removal services due to flood damage**

Project duration: **5 months** Completion (Anticipated) Date: **November 2015**

Size of project: **155,000 CY** Cost of project: **\$365,998**

Work for which staff was responsible: **Management of ROW debris collection and removal services due to flood damage**

Contract Type: **155,000 CY debris removed**

The results/deliverables of the project: **jwatson@kdfglobal.co**

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](http://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. <b>KDF Enterprises, LLC</b>																
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 <b>one</b> of the following seven boxes. <table border="0"> <tr> <td><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input type="checkbox"/> S Corporation</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5"><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>S</b> <small>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 <b>not</b> 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.</small></td> </tr> <tr> <td colspan="5"><input type="checkbox"/> Other (see instructions) ►</td> </tr> </table>		<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>S</b> <small>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 <b>not</b> 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.</small>					<input type="checkbox"/> Other (see instructions) ►				
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate												
<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>S</b> <small>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 <b>not</b> 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.</small>																
<input type="checkbox"/> Other (see instructions) ►																
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	<input type="checkbox"/> Exempt payee code (if any) _____															
	<input type="checkbox"/> Exemption from FATCA reporting code (if any) _____															
<small>(Applies to accounts maintained outside the U.S.)</small>																
5 Address (number, street, and apt. or suite no.) See instructions. <b>370 Mountain View Road</b>	Requester's name and address (optional)															
6 City, state, and ZIP code <b>Springville, AL 35146</b>																
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		
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>

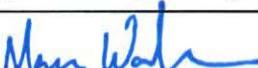
or									
Employer identification number									
4	7	-	1	2	4	4	2	7	8

### 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 ► 

5/4/2021

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

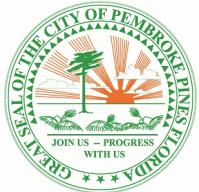
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (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.*



# 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

In Control: City Commission

Section:

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 Ortiz, Vice Mayor Good Jr., Commissioner Castillo, Commissioner Siple, and Commissioner Schwartz

Nay: - 0

Agenda Request Form Continued (21-1102)

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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."*

Agenda Request Form Continued (21-1102)

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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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**Agenda Request Form Continued (21-1102)**

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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

**Agenda Request Form Continued (21-1102)**

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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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, Inc. 5080 Spectrum Dr., Suite 900E Addison, TX 75001	CONTACT NAME: PHONE (A/C, No. Ext): 469-232-2100	FAX (A/C, No):
	E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE
INSURED KDF Enterprises, LLC KDF Forestry Inc. 370 Mountain View Road Springville, AL 35146	INSURER A :Starr Indemnity & Liability Company	38318
	INSURER B :Starr Surplus Lines Insurance Company	13604
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: QN28SUET

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	COMMERCIAL GENERAL LIABILITY		X	1000067216211	11/05/2021	11/05/2022	EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	No Wildfire Excl						MED EXP (Any one person)	\$ 5,000	
	Contractual Liability						PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:						Per Project Agg Capped	\$ 5,000,000	
A	AUTOMOBILE LIABILITY		X	1000626197211	11/05/2021	11/05/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	Hired AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
	Hired Phys Damage						\$	\$	
B	UMBRELLA LIAB		X	OCCUR	1000337496211	11/05/2021	11/05/2022	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB						AGGREGATE	\$ 5,000,000	
	DED <input type="checkbox"/> RETENTION \$						Products & Completed Ops	\$ 5,000,000	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N	N / A			PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
	Contractor's Pollution Liability						Aggregate-Subject to GL Aggregate Limit Each Occurrence	\$ 2,000,000 \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractor's Pollution Liability is Included as an Underlying Coverage on the Excess Liability Policy.

Certificate holder is listed as an Additional Insured as respects General Liability coverage as required by written contract.  
Coverage is Primary and Non-Contributory as required by written contract.

The above referenced policy(s) include a waiver of subrogation in favor of the certificate holder as per written contract.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Pembroke Pines 8300 South Palm Drive Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>R Michael Breedlove, Jr.</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2021

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Leo Rodriguez Insurance Agency 27174 Newport Rd Suite 3 and 4 Menifee, CA 92584	CONTACT Michele Gaines NAME: PHONE (A/C, No, Ext): (951) 246-4003 305 E-MAIL ADDRESS: Michele@LeoRodriguezIns.com	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : United National Insurance Company	13064
INSURED	KDF Forestry, Inc. dba KDF Enterprise, Inc. dba Energy Tech, LLC 370 Mountain View Road Springville, AL 35146	INSURER B : National Fire & Marine Insurance Company	20079
		INSURER C : Redwood Fire & Casualty Insurance Company	11673
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				CST0001247	11/5/2020	1/5/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> Contractual Liability							MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> No Wildfire Excl							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO- JECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							Per Project Agg	\$ 5,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
B	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR			1210358	11/5/2021	1/5/2023	PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE						\$
	DED	RETENTION \$						EACH OCCURRENCE	\$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y/N	<input checked="" type="checkbox"/> N / A		KDWC221550	11/5/2021	11/5/2022	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A)	<input checked="" type="checkbox"/> Y						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Pembroke Pines is named as additional insured per blanket form CG2033 0413 and CG2037 0413. Primary and Non-Contributory applies per blanket form CG2001 0413. Waiver of Subrogation applies per blanket form CG2404 0509. WC Waiver of Subrogation applies per blanket form WC 99 04 10 C. *30 days notice of cancellation applies to all liability; 10 days notice for non-payment of premium.	
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CERTIFICATE HOLDER	CANCELLATION
City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2021

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PRODUCER	CONTACT Michele Gaines NAME: PHONE (A/C, No, Ext): (951) 246-4003 305		FAX (A/C, No): E-MAIL ADDRESS: Michele@LeoRodriguezIns.com
INSURER		INSURER(S) AFFORDING COVERAGE	
		INSURER A : GuideOne National Insurance Company	NAIC # 14167
		INSURER B : Lloyd's	524210
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N		N/A				PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Profess/Pollit Liab			ENV56200376200	11/5/2020	1/5/2022	Occ/Agg
B	Cyber Liability			ESJ0022974499	11/5/2020	1/5/2022	Occ/Agg
							10,000,000
							10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Pembroke Pines is named as additional insured per blanket form GO 2212-4YA 10-17. Primary and Non-Contributory applies per blanket form GO 0216-4YP 1017. Waiver of Subrogation applies per blanket form GO 0218-4YA 1017. \*30 days notice of cancellation applies to all liability; 10 days notice for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: CST0001247

COMMERCIAL GENERAL LIABILITY  
CG 20 33 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CST0001247

COMMERCIAL GENERAL LIABILITY  
CG 20 39 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT  
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CST0001247

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to **SECTION IV-CONDITIONS**, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products completed operations hazard" provided you have agreed to do so in writing in a contract or agreement with that person or organization.

All other terms and conditions of the policy apply.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule****Blanket Waiver****Person/Organization**

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

**Job Description**

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 11/05/2021

Policy No.: KDWC221550

Endorsement No.:

Insured:

Premium \$

Insurance Company: Redwood Fire and Casualty Ins Co

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

#### **SCHEDULE**

**Name of Person or Organization:**

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule above, but only with respect to liability caused, in whole or in part, by your operations performed for the additional insured(s), or premises owned by or rented to you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY/NON-CONTRIBUTORY COVERAGE**

This endorsement modifies insurance provided under the following:

### **CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**PRIMARY/NON-CONTRIBUTORY** – If required by written contract or agreement, effected prior to the date your operations for that person or organization commenced and named below, such insurance as is afforded by this policy to any additional insureds under this policy shall be primary insurance, and any insurance or self-insurance maintained by such additional insured(s) shall not contribute to the insurance afforded to the named insured.

All other terms and conditions remain unchanged.

### **SCHEDULE**

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDED WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

### **CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

#### **SCHEDULE**

**Name of Person or Organization:**

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

**WAIVER OF SUBROGATION** – If required by written contract or agreement, we waive any right of recovery we may have against any entity that is an additional insured shown in the Schedule above per the terms of this endorsement because of payments we make for injury or damage arising out of “your work” performed under a contract with that person or organization.

All other terms and conditions remain unchanged.