

RESOLUTION No. 23-81

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, RATIFYING AMENDED AND RESTATED AGREEMENTS FOR “EMERGENCY DEBRIS REMOVAL SERVICES”, PURSUANT TO INVITATION TO BID ITB #2018-09, TO CUSTOM TREE CARE, CERES ENVIRONMENTAL, AND DRC EMERGENCY SERVICES; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (“City”) pursued a competitive process to seek interested firms for the provision of Emergency Debris Removal Services (the “Services”) through Invitation to Bid # 2018-09 (the “ITB”); and

WHEREAS, the City Council by Resolution No. 2018-89, approved the ranking of the proposers and approved an award and agreements with Custom Tree Care, Ceres Environmental and DRC Emergency Services, to perform the Services as set forth in the ITB; and

WHEREAS, on May 23rd, 2018, the City and all 3 awarded contractors entered into agreements for the Services, all of which expire on May 22, 2023 (the “Original Agreements”); and

WHEREAS, the City Administration is in the process of competitively procuring new vendors for emergency debris removal services, however, in the interim, the City Administration agreed to amend and restate the parties rights, obligations, and duties as set forth in the Original Agreements through Amended and Restated Agreements (attached hereto as Exhibit “A”), for the term of one (1) year, or until such time that the City can enter into new contracts pursuant to the pending solicitation for the same services; and

WHEREAS, cost to the City for Services provided under the Amended and Restated Agreements shall only apply upon the City's authorized request for Services after an emergency.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Ratification and Approval. The Amended and Restated Agreements between the City and Custom Tree Care, Ceres Environmental, and DRC Emergency Services, attached to this Resolution as Exhibit "A", are hereby ratified and approved.

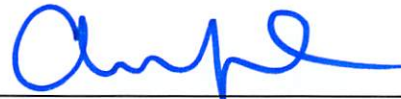
Section 3. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 24 day of May, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT “A”

**AMENDED AND RESTATED AGREEMENT FOR
EMERGENCY DEBRIS REMOVAL SERVICES
Between
CITY OF DORAL
and
CERES ENVIRONMENTAL SERVICES, INC.**

This Amended and Restated Agreement for Debris Monitoring Services (“Agreement”) is made and entered into on this 22nd day of May, 2023 (“Effective Date”), by and between the City of Doral, Florida, a municipal corporation of the State of Florida (the “City”) and CERES ENVIRONMENTAL SERVICES, INC. (the “Contractor”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the City pursued a competitive process to seek interested firms for the provision of Emergency Debris Removal Services (the “Services”) through Invitation to Bid # 2018-09 (the “ITB”); and

WHEREAS, the City Council by Resolution No. 2018-89, approved the ranking of the proposers and approved an award and agreement with Contractor to perform the Services as set forth therein; and

WHEREAS, on May 23rd, 2018, the City and Contractor entered into a contract, entitled “Contract for Debris Monitoring Services” (the “Original Agreement”); and

WHEREAS, the City and Contractor now wish to amend and restate the Parties’ rights, obligations, and duties as set forth in the Original Agreement through this Amended and Restated Agreement (the “Agreement”).

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, including to be bound hereby, the Parties to this Agreement do agree for themselves, their successors and assigns that the terms and conditions set forth in the Original Agreement are hereby deleted in their entirety and replaced with the terms and conditions set forth in this Amended and Restated Agreement as follows:

I. Incorporation of Documents

The following documents are incorporated by reference into this Agreement:

1. Invitation to Bid (ITB) and Contractor’s Acknowledgement, **ITB 2018-89, Emergency Debris Removal Services**, and any addenda thereto (Attachment “A”);
2. Contractor’s Bid (Attachment “B”); and
3. Required Forms (Attachment “C”).

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Agreement shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change

order must be allowable, allocable, within the scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments.

II. Scope of Work

The Contractor will provide Emergency Debris Monitoring services, as further outlined in the ITB and Contractor's Bid. Any changes to the Agreement shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

III. Duration of Agreement and Termination of the Agreement

The Agreement will be valid on the Effective Date set forth above.

The term of this Agreement shall be from the date last signed below and continue for an initial term of one (1) year.

The City may terminate the Agreement for convenience at any time by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for materials provided and accepted by the City up until the point of termination.

The City may terminate this Agreement in whole or part for cause, if the City determines that the performance of the Contractor is not satisfactory, the City shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the City may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the City chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the City for any and all costs and expenses incurred by the City in correcting the deficiency.

If the City terminates the Agreement, the City shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The City reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum

- the costs upon the basis of which the financing is to computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the City. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the City may otherwise have arising out of this Agreement.

IV. Mobilization

Contractor shall be required to mobilize equipment and crews as set forth in the ITB.

V. Method of Payment

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract, the ITB, and the Contractor's Bid. The maximum contract sum payable by the City to Contractor for services performed under this Agreement shall not exceed \$993,671.00. The unit price per cubic yard rates shall be as set forth in the Contractor's Bid includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management, demobilization, and Right of Entry work on private property, if applicable, as directed by the City.

VI. [Reserved]

VII. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the City in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify City from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The City is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

VIII. Invoice Requirements

The Contractor shall request payment as set forth in the Invitation to Bid (ITB). City shall make payments within thirty (30) days of invoice date.

IX. Waiver of Claims

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against City arising out of this Agreement or otherwise related to the Services, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by City shall be deemed to be a waiver of any of City's rights against Contractor.

X. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action 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.

XI. Subcontracting

Contractor shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the City prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XII. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

XIII. Insurance

(1) Scope. The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this Agreement:

LIMIT

I. Commercial General Liability

- A. Limits of Liability
 - Bodily Injury & Property Damage Liability
 - Each Occurrence \$1,000,000
 - Policy Aggregate (PER JOB) \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Products & Completed Operations \$1,000,000
- B. Endorsements Required
 - City of Doral listed as an additional insured
 - Contingent & Contractual Liability
 - Premises and Operations Liability
 - Primary Insurance Clause Endorsement

II. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage
 - Combined Single Limit
 - Any Auto/Owned Autos or Scheduled Autos
 - Including hired and Non Owned Autos
 - Any One Accident \$2,000,000
- B. Endorsements Required
 - City of Doral listed as an additional insured
 - Auto Pollution Endorsement MCS-90, or CA 9948

III. Workers Compensation

Statutory- State of Florida

IV. Employer's Liability

- A. Limits of Liability
 - \$1,000,000 for bodily injury caused by an accident, each accident
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

V. **Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

VI. **Contractor’s Professional/Pollution Liability**

A. Limits of Liability	
Each Claim	\$1,000,000
Policy Aggregate	\$1,000,000
Retro Date – Prior to commencement of job	

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. The Company must be rated no less than “A-“ as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies or certificates of insurance are subject to review and verification by Risk Management

XIV. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor’s personnel, shall comply with all workers’ compensation, employer’s liability and all other federal, state, City, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor’s personnel as may be required by any federal, state, City, or municipal law, ordinance, rule, or regulation.

XV. Notice

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative for the City shall be:

Barbara Hernandez
City Manager
City of Doral
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a copy to:

City Attorney
City of Doral
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

The authorized representative for CERES ENVIRONMENTAL SERVICES, INC., shall be:

Tia Laurie
6968 Professional Parkway East
Sarasota, FL 34240
800-218-4424
Email: tia.laurie@ceresenv.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

XVI. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall lie in Miami Dade County, Florida.

XVII. Public Records

Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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 CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the City to perform the service.
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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Further, the Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to records pertaining to work being performed and completed under this Agreement.

XVIII. Audit

The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that City, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Contractor and made available to the City during the terms of this Agreement and for a period of three (3) years from the date set forth in 2 CFR

§200.333. All such materials shall be maintained by Contractor at a location in Miami-Dade City, Florida, provided that if any such material is located outside Miami-Dade City, then, at City's option Contractor shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Contractor's place of business.

In the event that an audit is conducted by Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor, then Contractor shall file a copy of the audit report with the City's Auditor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

City Audit Settlements. If, at any time during or after the term of this Contract, representatives of the City conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Contractor, then the difference shall be either repaid by Contractor to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Contractor from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Contractor, then the difference shall be paid to Contractor by cash payment.

XIX. Compliance with Other Federal Standards

19.1. General Federal Provisions. Work issued under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

19.1.1. 2 CFR Part 25.110

19.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

19.1.3. Executive Orders 12549 and 12689

19.1.4. 41 CFR Part 60-1(a) and (d)

19.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

19.2. Nondiscrimination Acts and Authorities. For all federally funded work issued under this Contract, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

19.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

19.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

19.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

19.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

19.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

19.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

19.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

19.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

19.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

19.2.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

19.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

19.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

19.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

19.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

19.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work issued under this Contract, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

19.3.1. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

19.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

19.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

19.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

19.3.5. Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

19.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work under this Contract, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

19.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work under this Contract, the Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy. Further, the City is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

19.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182). To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

19.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work under this Contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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 identify, 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The 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; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses

of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction 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.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.8. Minority/Women Business Enterprise. For all federally funded work under this Contract, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all subcontractors. Prior to Agreement award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

19.9. Procurement of Recovered Materials. For all federally funded work under this Contract, 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.

19.10. Environmental and Energy Policies. For all work over the micro-purchase threshold, the Contractor and subconsultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

19.11. Clean Air Act and Federal Water Pollution Control Act. In all work funded in excess of \$150,000, the Contractor shall comply with the Clean Air Act as set forth below.

19.11.1. The 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).

19.11.2. 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 of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

19.11.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Agreement.

19.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, 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).

19.12.1. 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.

19.12.2. By entering this Contract, Contractor has made the Certification set forth in this section. 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 State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

19.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19.12.4. Certification Instructions

19.12.4.1. By signing this Contract, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

19.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

19.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

19.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

19.12.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

19.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

19.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

19.12.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

19.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

19.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. Contractor has certified its eligibility within its Proposal and will secure the following certification from any subcontractors. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

19.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

19.12.5.2. Have not within a three-year period preceding this 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;

19.12.5.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

19.12.5.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

19.12.5.5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are 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. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the Notice to Proceed. The decision to award a Notice to Proceed shall be conditioned upon the acceptance of the wage determination.

19.14. Federal Lobbying. Contractor who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in the ITB. Each tier of subcontractor will certify 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 of subcontractor 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 Contractor.

19.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is 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.

19.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable work issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subconsultants and subcontractors are 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

19.16.1. 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.

19.16.2. 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.

19.16.3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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. 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 prime 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.

19.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for any work meets the definition of "funding agreement" under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

19.18. Access to Records and Reports. Contractor will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office,

the Comptroller General of the United States, City, City Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

19.19. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

19.20. Termination for Default (Breach or Cause). If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement.

19.21. Termination for Convenience. For any work issued over the micro-purchase threshold may be terminated by City in whole or in part at any time, upon ten (10) days written notice. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

19.22. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

19.23. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The City will not issue work containing Federal funding on a cost-plus percentage of cost basis.

19.24. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a

commercial sex act during the period of time that resulting Agreement is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by City for Contractor’s violating this provision, without penalty.

19.25. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

19.26. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005)). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with City for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Notice to Proceed in substantially the following form:

19.26.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 19.26.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 19.26.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1 entitled “Buy American-Supplies.”

19.26.2.	Foreign End Products:	Line Item No.	Country of Origin
		_____	_____
		_____	_____

19.26.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

19.27. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems 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. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

19.28. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

19.29. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide City the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

19.30. Federal Awardee Performance and Integrity Information System (FAPIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

19.31. Never Contract With The Enemy (2 CFR Part 183). For work funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the

United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

19.32. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

19.33. No Obligation by Federal Government. The Federal Government is not a party to this Agreement 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 a resulting Agreement.

19.34. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Contract, the conflicting terms and conditions of that document shall prevail.

XX. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the City.

XXI. Entire Contract & Waivers

This Agreement (including all Schedules and Exhibits), as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the City to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the City thereafter to enforce such provisions.

XXII. Severability

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly

construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XXIII. Independent Contractor

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the City as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

Contractor warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Contractor shall indemnify, defend and hold harmless the City, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

XXIV. Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

XXV. Representation of Authority to Contractor/Signatory

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the City that the execution and delivery of this Agreement and the performance of Tetra Tech, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on

the respective dates under each signature.

Attest:

CITY OF DORAL

Connie Diaz
Connie Diaz, City Clerk

By: Barbara Hernandez
Barbara Hernandez, City Manager

Date: 5/15/2023

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

Valerie Vicente
NABORS, GIBLIN & NICKERSON, P.A.
City Attorney

CERES ENVIRONMENTAL SERVICES, INC.

Attest:

Tracey A. Mancini
Name: Tracey A. Mancini
Its: Contract Administrator

Tia Laurie
Name: Tia Laurie
Its: Corporate Secretary
Date: May 15, 2023

Attachment "A"
ITB & ADDENDUM

**AMENDED AND RESTATED AGREEMENT FOR
EMERGENCY DEBRIS REMOVAL SERVICES**

**Between
CITY OF DORAL
and
CUSTOM TREE CARE, INC.**

This Amended and Restated Agreement for Debris Monitoring Services (“Agreement”) is made and entered into on this 22nd day of May, 2023 (“Effective Date”), by and between the City of Doral, Florida, a municipal corporation of the State of Florida (the “City”) and CUSTOM TREE CARE, INC. (the “Contractor”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the City pursued a competitive process to seek interested firms for the provision of Emergency Debris Removal Services (the “Services”) through Invitation to Bid # 2018-09 (the “ITB”); and

WHEREAS, the City Council by Resolution No. 2018-89, approved the ranking of the proposers and approved an award and agreement with Contractor to perform the Services as set forth therein; and

WHEREAS, on May 23rd, 2018, the City and Contractor entered into a contract, entitled “Contract for Debris Monitoring Services” (the “Original Agreement”); and

WHEREAS, the City and Contractor now wish to amend and restate the Parties’ rights, obligations, and duties as set forth in the Original Agreement through this Amended and Restated Agreement (the “Agreement”).

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, including to be bound hereby, the Parties to this Agreement do agree for themselves, their successors and assigns that the terms and conditions set forth in the Original Agreement are hereby deleted in their entirety and replaced with the terms and conditions set forth in this Amended and Restated Agreement as follows:

I. Incorporation of Documents

The following documents are incorporated by reference into this Agreement:

1. Invitation to Bid (ITB) and Contractor’s Acknowledgement, **ITB 2018-89, Emergency Debris Removal Services**, and any addenda thereto (Attachment “A”);
2. Contractor’s Bid (Attachment “B”); and
3. Required Forms (Attachment “C”).

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Agreement shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change

order must be allowable, allocable, within the scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments.

II. Scope of Work

The Contractor will provide Emergency Debris Monitoring services, as further outlined in the ITB and Contractor's Bid. Any changes to the Agreement shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

III. Duration of Agreement and Termination of the Agreement

The Agreement will be valid on the Effective Date set forth above.

The term of this Agreement shall be from the date last signed below and continue for an initial term of one (1) year.

The City may terminate the Agreement for convenience at any time by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for materials provided and accepted by the City up until the point of termination.

The City may terminate this Agreement in whole or part for cause, if the City determines that the performance of the Contractor is not satisfactory, the City shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the City may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the City chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the City for any and all costs and expenses incurred by the City in correcting the deficiency.

If the City terminates the Agreement, the City shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The City reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum

- the costs upon the basis of which the financing is to computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the City. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the City may otherwise have arising out of this Agreement.

IV. Mobilization

Contractor shall be required to mobilize equipment and crews as set forth in the ITB.

V. Method of Payment

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract, the ITB, and the Contractor's Bid. The maximum contract sum payable by the City to Contractor for services performed under this Agreement shall not exceed \$815,255.00. The unit price per cubic yard rates shall be as set forth in the Contractor's Bid includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management, demobilization, and Right of Entry work on private property, if applicable, as directed by the City.

VI. [Reserved]

VII. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the City in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify City from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The City is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

VIII. Invoice Requirements

The Contractor shall request payment as set forth in the Invitation to Bid (ITB). City shall make payments within thirty (30) days of invoice date.

IX. Waiver of Claims

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against City arising out of this Agreement or otherwise related to the Services, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by City shall be deemed to be a waiver of any of City's rights against Contractor.

X. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action 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.

XI. Subcontracting

Contractor shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the City prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XII. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

XIII. Insurance

- (1) Scope. The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this Agreement:

LIMIT

I. Commercial General Liability

- A. Limits of Liability
 - Bodily Injury & Property Damage Liability
 - Each Occurrence \$1,000,000
 - Policy Aggregate (PER JOB) \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Products & Completed Operations \$1,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured
 - Contingent & Contractual Liability
 - Premises and Operations Liability
 - Primary Insurance Clause Endorsement

II. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage
 - Combined Single Limit
 - Any Auto/Owned Autos or Scheduled Autos
 - Including hired and Non Owned Autos
 - Any One Accident \$2,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured
 - Auto Pollution Endorsement MCS-90, or CA 9948

III. Workers Compensation
Statutory- State of Florida

IV. Employer's Liability

- A. Limits of Liability
 - \$1,000,000 for bodily injury caused by an accident, each accident
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

V. **Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

VI. **Contractor’s Professional/Pollution Liability**

A. Limits of Liability	
Each Claim	\$1,000,000
Policy Aggregate	\$1,000,000
Retro Date – Prior to commencement of job	

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. The Company must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies or certificates of insurance are subject to review and verification by Risk Management

XIV. **Compliance with Laws**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor’s personnel, shall comply with all workers’ compensation, employer’s liability and all other federal, state, City, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor’s personnel as may be required by any federal, state, City, or municipal law, ordinance, rule, or regulation.

XV. **Notice**

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative for the City shall be:

Barbara Hernandez
City Manager
City of Doral
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a copy to:

City Attorney
City of Doral
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

The authorized representative for CUSTOM TREE CARE, INC, shall be:

Greg Gathers
3722 SW Spring Creek Ln.
Topeka, KS 66610
Phone: 785-478-9805
Email: ggathers@customtreecare.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

XVI. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall lie in Miami Dade County, Florida.

XVII. Public Records

Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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 CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the City to perform the service.
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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Further, the Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to records pertaining to work being performed and completed under this Agreement.

XVIII. Audit

The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that City, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Contractor and made available to the City during the terms of this Agreement and for a period of three (3) years from the date set forth in 2 CFR

§200.333. All such materials shall be maintained by Contractor at a location in Miami-Dade City, Florida, provided that if any such material is located outside Miami-Dade City, then, at City's option Contractor shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Contractor's place of business.

In the event that an audit is conducted by Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor, then Contractor shall file a copy of the audit report with the City's Auditor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

City Audit Settlements. If, at any time during or after the term of this Contract, representatives of the City conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Contractor, then the difference shall be either repaid by Contractor to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Contractor from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Contractor, then the difference shall be paid to Contractor by cash payment.

XIX. Compliance with Other Federal Standards

19.1. General Federal Provisions. Work issued under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

19.1.1. 2 CFR Part 25.110

19.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

19.1.3. Executive Orders 12549 and 12689

19.1.4. 41 CFR Part 60-1(a) and (d)

19.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

19.2. Nondiscrimination Acts and Authorities. For all federally funded work issued under this Contract, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

19.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

19.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

19.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

19.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

19.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

19.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

19.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

19.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

19.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

19.2.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

19.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

19.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

19.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

19.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

19.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work issued under this Contract, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

19.3.1. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

19.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

19.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

19.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

19.3.5. Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

19.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work under this Contract, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

19.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work under this Contract, the Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy. Further, the City is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

19.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182). To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

19.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work under this Contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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 identify, 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The 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; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses

of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction 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.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.8. Minority/Women Business Enterprise. For all federally funded work under this Contract, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to Agreement award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

19.9. Procurement of Recovered Materials. For all federally funded work under this Contract, 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.

19.10. Environmental and Energy Policies. For all work over the micro-purchase threshold, the Contractor and subconsultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

19.11. Clean Air Act and Federal Water Pollution Control Act. In all work funded in excess of \$150,000, the Contractor shall comply with the Clean Air Act as set forth below.

19.11.1. The 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).

19.11.2. 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 of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

19.11.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Agreement.

19.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, 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).

19.12.1. 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.

19.12.2. By entering this Contract, Contractor has made the Certification set forth in this section. 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 State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

19.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19.12.4. Certification Instructions

19.12.4.1. By signing this Contract, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

19.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

19.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

19.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

19.12.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

19.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

19.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

19.12.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

19.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

19.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. Contractor has certified its eligibility within its Proposal and will secure the following certification from any subcontractors. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

19.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

19.12.5.2. Have not within a three-year period preceding this 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;

19.12.5.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

19.12.5.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

19.12.5.5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are 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. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the Notice to Proceed. The decision to award a Notice to Proceed shall be conditioned upon the acceptance of the wage determination.

19.14. Federal Lobbying. Contractor who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in the ITB. Each tier of subcontractor will certify 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 of subcontractor 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 Contractor.

19.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is 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.

19.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable work issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subconsultants and subcontractors are 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

19.16.1. 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.

19.16.2. 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.

19.16.3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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. 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 prime 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.

19.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for any work meets the definition of "funding agreement" under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

19.18. Access to Records and Reports. Contractor will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office,

the Comptroller General of the United States, City, City Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

19.19. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

19.20. Termination for Default (Breach or Cause). If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement.

19.21. Termination for Convenience. For any work issued over the micro-purchase threshold may be terminated by City in whole or in part at any time, upon ten (10) days written notice. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

19.22. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

19.23. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The City will not issue work containing Federal funding on a cost-plus percentage of cost basis.

19.24. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a

commercial sex act during the period of time that resulting Agreement is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by City for Contractor’s violating this provision, without penalty.

19.25. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

19.26. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005)). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with City for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Notice to Proceed in substantially the following form:

19.26.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 19.26.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 19.26.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1 entitled “Buy American-Supplies.”

19.26.2.	Foreign End Products: Line Item No.	Country of Origin
	_____	_____
	_____	_____

19.26.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

19.27. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems 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. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

19.28. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

19.29. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide City the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

19.30. Federal Awardee Performance and Integrity Information System (FAPIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

19.31. Never Contract With The Enemy (2 CFR Part 183). For work funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the

United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

19.32. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

19.33. No Obligation by Federal Government. The Federal Government is not a party to this Agreement 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 a resulting Agreement.

19.34. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Contract, the conflicting terms and conditions of that document shall prevail.

XX. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the City.

XXI. Entire Contract & Waivers

This Agreement (including all Schedules and Exhibits), as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the City to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the City thereafter to enforce such provisions.

XXII. Severability

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly

construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XXIII. Independent Contractor

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the City as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

Contractor warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Contractor shall indemnify, defend and hold harmless the City, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

XXIV. Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

XXV. Representation of Authority to Contractor/Signatory

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the City that the execution and delivery of this Agreement and the performance of Tetra Tech, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on

the respective dates under each signature.

Attest:

CITY OF DORAL

Connie Diaz
Connie Diaz, City Clerk

By: B.H.H.
Barbara Hernandez, City Manager

Date: 5/15/2023

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

Valerie Vicente
NABORS, GIBLIN & NICKERSON, P.A.
City Attorney

CUSTOM TREE CARE, INC.

Attest:

Becky Schmale
Name: Becky Schmale
Its: Executive Secretary

Greg Gathers
Name: Greg Gathers
Its: President
Date: 5-11-2023

**AMENDED AND RESTATED AGREEMENT FOR
EMERGENCY DEBRIS REMOVAL SERVICES**

**Between
CITY OF DORAL**

and

DRC EMERGENCY SERVICES, LLC

This Amended and Restated Agreement for Debris Monitoring Services (“Agreement”) is made and entered into on this 22nd day of May, 2023 (“Effective Date”), by and between the City of Doral, Florida, a municipal corporation of the State of Florida (the “City”) and DRC EMERGENCY SERVICES, LLC (the “Contractor”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the City pursued a competitive process to seek interested firms for the provision of Emergency Debris Removal Services (the “Services”) through Invitation to Bid # 2018-09 (the “ITB”); and

WHEREAS, the City Council by Resolution No. 2018-89, approved the ranking of the proposers and approved an award and agreement with Contractor to perform the Services as set forth therein; and

WHEREAS, on May 23rd, 2018, the City and Contractor entered into a contract, entitled “Contract for Debris Monitoring Services” (the “Original Agreement”); and

WHEREAS, the City and Contractor now wish to amend and restate the Parties’ rights, obligations, and duties as set forth in the Original Agreement through this Amended and Restated Agreement (the “Agreement”).

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, including to be bound hereby, the Parties to this Agreement do agree for themselves, their successors and assigns that the terms and conditions set forth in the Original Agreement are hereby deleted in their entirety and replaced with the terms and conditions set forth in this Amended and Restated Agreement as follows:

I. Incorporation of Documents

The following documents are incorporated by reference into this Agreement:

1. Invitation to Bid (ITB) and Contractor’s Acknowledgement, **ITB 2018-89, Emergency Debris Removal Services**, and any addenda thereto (Attachment “A”);
2. Contractor’s Bid (Attachment “B”); and
3. Required Forms (Attachment “C”).

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Agreement shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change

order must be allowable, allocable, within the scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments.

II. Scope of Work

The Contractor will provide Emergency Debris Monitoring services, as further outlined in the ITB and Contractor's Bid. Any changes to the Agreement shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

III. Duration of Agreement and Termination of the Agreement

The Agreement will be valid on the Effective Date set forth above.

The term of this Agreement shall be from the date last signed below and continue for an initial term of one (1) year.

The City may terminate the Agreement for convenience at any time by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for materials provided and accepted by the City up until the point of termination.

The City may terminate this Agreement in whole or part for cause, if the City determines that the performance of the Contractor is not satisfactory, the City shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the City may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the City chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the City for any and all costs and expenses incurred by the City in correcting the deficiency.

If the City terminates the Agreement, the City shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The City reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum

- the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the City. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the City may otherwise have arising out of this Agreement.

IV. Mobilization

Contractor shall be required to mobilize equipment and crews as set forth in the ITB.

V. Method of Payment

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract, the ITB, and the Contractor's Bid. The maximum contract sum payable by the City to Contractor for services performed under this Agreement shall not exceed \$1,103,420.00. The unit price per cubic yard rates shall be as set forth in the Contractor's Bid includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management, demobilization, and Right of Entry work on private property, if applicable, as directed by the City.

VI. [Reserved]

VII. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the City in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify City from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The City is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

VIII. Invoice Requirements

The Contractor shall request payment as set forth in the Invitation to Bid (ITB). City shall make payments within thirty (30) days of invoice date.

IX. Waiver of Claims

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against City arising out of this Agreement or otherwise related to the Services, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by City shall be deemed to be a waiver of any of City's rights against Contractor.

X. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action 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.

XI. Subcontracting

Contractor shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the City prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XII. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

XIII. Insurance

(1) Scope. The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this Agreement:

LIMIT

I. Commercial General Liability

- A. Limits of Liability
 - Bodily Injury & Property Damage Liability
 - Each Occurrence \$1,000,000
 - Policy Aggregate (PER JOB) \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Products & Completed Operations \$1,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured
 - Contingent & Contractual Liability
 - Premises and Operations Liability
 - Primary Insurance Clause Endorsement

II. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage
 - Combined Single Limit
 - Any Auto/Owned Autos or Scheduled Autos
 - Including hired and Non Owned Autos
 - Any One Accident \$2,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured
 - Auto Pollution Endorsement MCS-90, or CA 9948

III. Workers Compensation
Statutory- State of Florida

IV. Employer's Liability

- A. Limits of Liability
 - \$1,000,000 for bodily injury caused by an accident, each accident
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

V. **Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

VI. **Contractor’s Professional/Pollution Liability**

A. Limits of Liability	
Each Claim	\$1,000,000
Policy Aggregate	\$1,000,000
Retro Date – Prior to commencement of job	

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. The Company must be rated no less than “A-“ as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies or certificates of insurance are subject to review and verification by Risk Management

XIV. **Compliance with Laws**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor’s personnel, shall comply with all workers’ compensation, employer’s liability and all other federal, state, City, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor’s personnel as may be required by any federal, state, City, or municipal law, ordinance, rule, or regulation.

XV. **Notice**

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative for the City shall be:

Barbara Hernandez
City Manager
City of Doral
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a copy to:

City Attorney
City of Doral
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

The authorized representative for DRC EMERGENCY SERVICES, LLC, shall be:

Kristy Fuentes, Vice President
110 Veterans Boulevard, Suite 515
Metairie, LA 70005
Phone: 888-721-4372
Email: kfuentes@drcusa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

XVI. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall lie in Miami Dade County, Florida.

XVII. Public Records

Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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 CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the City to perform the service.
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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Further, the Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to records pertaining to work being performed and completed under this Agreement.

XVIII. Audit

The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that City, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Contractor and made available to the City during the terms of this Agreement and for a period of three (3) years from the date set forth in 2 CFR

§200.333. All such materials shall be maintained by Contractor at a location in Miami-Dade City, Florida, provided that if any such material is located outside Miami-Dade City, then, at City's option Contractor shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Contractor's place of business.

In the event that an audit is conducted by Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor, then Contractor shall file a copy of the audit report with the City's Auditor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

City Audit Settlements. If, at any time during or after the term of this Contract, representatives of the City conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Contractor, then the difference shall be either repaid by Contractor to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Contractor from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Contractor, then the difference shall be paid to Contractor by cash payment.

XIX. Compliance with Other Federal Standards

19.1. General Federal Provisions. Work issued under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

19.1.1. 2 CFR Part 25.110

19.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

19.1.3. Executive Orders 12549 and 12689

19.1.4. 41 CFR Part 60-1(a) and (d)

19.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

19.2. Nondiscrimination Acts and Authorities. For all federally funded work issued under this Contract, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

19.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

19.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

19.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

19.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

19.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

19.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

19.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

19.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

19.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

19.2.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

19.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

19.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

19.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

19.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

19.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work issued under this Contract, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

19.3.1. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

19.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

19.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

19.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

19.3.5. Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

19.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work under this Contract, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

19.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work under this Contract, the Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy. Further, the City is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

19.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182). To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

19.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work under this Contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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 identify, 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The 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; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses

of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction 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.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.8. Minority/Women Business Enterprise. For all federally funded work under this Contract, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all subcontractors. Prior to Agreement award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

19.9. Procurement of Recovered Materials. For all federally funded work under this Contract, 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.

19.10. Environmental and Energy Policies. For all work over the micro-purchase threshold, the Contractor and subconsultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

19.11. Clean Air Act and Federal Water Pollution Control Act. In all work funded in excess of \$150,000, the Contractor shall comply with the Clean Air Act as set forth below.

19.11.1. The 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).

19.11.2. 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 of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

19.11.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Agreement.

19.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, 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).

19.12.1. 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.

19.12.2. By entering this Contract, Contractor has made the Certification set forth in this section. 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 State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

19.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19.12.4. Certification Instructions

19.12.4.1. By signing this Contract, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

19.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

19.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

19.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

19.12.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

19.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

19.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

19.12.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

19.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

19.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. Contractor has certified its eligibility within its Proposal and will secure the following certification from any subcontractors. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

19.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

19.12.5.2. Have not within a three-year period preceding this 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;

19.12.5.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

19.12.5.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

19.12.5.5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are 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. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the Notice to Proceed. The decision to award a Notice to Proceed shall be conditioned upon the acceptance of the wage determination.

19.14. Federal Lobbying. Contractor who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in the ITB. Each tier of subcontractor will certify 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 of subcontractor 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 Contractor.

19.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is 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.

19.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable work issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subconsultants and subcontractors are 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

19.16.1. 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.

19.16.2. 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.

19.16.3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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. 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 prime 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.

19.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for any work meets the definition of "funding agreement" under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

19.18. Access to Records and Reports. Contractor will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office,

the Comptroller General of the United States, City, City Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

19.19. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

19.20. Termination for Default (Breach or Cause). If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement.

19.21. Termination for Convenience. For any work issued over the micro-purchase threshold may be terminated by City in whole or in part at any time, upon ten (10) days written notice. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

19.22. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

19.23. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The City will not issue work containing Federal funding on a cost-plus percentage of cost basis.

19.24. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a

commercial sex act during the period of time that resulting Agreement is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by City for Contractor’s violating this provision, without penalty.

19.25. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

19.26. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005)). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with City for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Notice to Proceed in substantially the following form:

19.26.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 19.26.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 19.26.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1 entitled “Buy American-Supplies.”

19.26.2.	Foreign End Products: Line Item No.	Country of Origin
	_____	_____
	_____	_____

19.26.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

19.27. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems 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. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

19.28. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

19.29. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide City the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

19.30. Federal Awardee Performance and Integrity Information System (FAPIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

19.31. Never Contract With The Enemy (2 CFR Part 183). For work funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the

United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

19.32. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

19.33. No Obligation by Federal Government. The Federal Government is not a party to this Agreement 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 a resulting Agreement.

19.34. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Contract, the conflicting terms and conditions of that document shall prevail.

XX. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the City.

XXI. Entire Contract & Waivers

This Agreement (including all Schedules and Exhibits), as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the City to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the City thereafter to enforce such provisions.

XXII. Severability

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly

construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XXIII. Independent Contractor

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the City as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

Contractor warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Contractor shall indemnify, defend and hold harmless the City, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

XXIV. Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

XXV. Representation of Authority to Contractor/Signatory

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the City that the execution and delivery of this Agreement and the performance of Tetra Tech, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on

the respective dates under each signature.

Attest:

CITY OF DORAL

Connie Diaz

Connie Diaz, City Clerk

By: *B.H.H.*

Barbara Hernandez, City Manager

Date: 5/15/2023

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

Valerie Vicente

NABORS, GIBLIN & NICKERSON, P.A.
City Attorney

DRC EMERGENCY SERVICES, LLC

Attest:

Lisa Walsh

Name: Lisa Walsh

Its: Contracts Manager

Kristy Fuentes

Name: Kristy Fuentes

Its: Vice President, Secretary, Treasurer

Date: 5/11/2023

Attachment "A"
ITB & ADDENDUM



City of Doral
Invitation to Bid
Emergency Debris Removal

ITB #2018-09

ITB #2018-09

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	(INCLUDING BID & BONDING FORMS)	
	INSURANCE	EXHIBIT A
	FHWA-1273	EXHIBIT B

FILE ATTACHMENTS:

- **Doral Streets Map (Road Allocation Map)**
- **Debris Reduction Sites Map**



City of Doral

Invitation to Bid

Emergency Debris Removal

ITB #2018-09

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Edward Rojas, City Manager, City of Doral, 8401 NW 53rd Terrace Doral, Florida 33166 until **11:00 am on Tuesday, May 8th, 2018**. The submittals shall be clearly marked **"ITB #2018-09, Emergency Debris Removal"**.

All submittals shall be publicly opened and recorded on **May 8th, 2018 at 11:00 am.** Late submittals shall **not** be accepted or considered. **A mandatory pre-bid meeting shall be held on **Tuesday, April 24th, 2018** at 11:00 a.m. at City of Doral Government Center – 1st Floor Multipurpose Room.**

Respondents are to deliver **One (1) original and three (3) copies** in separate 3 ring binders of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Invitation to Bid. In addition, respondents are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the bid.** **No proposal will be accepted without this requirement.**

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all bids and re-advertise.

PROJECT OVERVIEW

The City of Doral desires to retain the services of one or more licensed contractors for the purpose of providing emergency debris removal services in the event of a man-made or natural event as more particularly described herein on a Per Unit Price basis as indicated in the Bid form. Through an Invitation to Bid process described herein, licensed contractors interested in assisting the City with the provision of such services must prepare and submit a proposal packet in accordance with the procedure and schedule in this ITB. The City will review submittals only from those contractors that submit an ITB packet which includes all the information required to be included as described herein.

The City intends to award a contract for emergency debris removal to the contractor(s) that: (a) possesses qualified man power, equipment and administrative capabilities to provide the proposed services, and (b) provide the best offer and prices deemed to be the greatest benefit to the City.

It is the intent of the City to award a contract for an initial two (2) year term with an option to renew for three (3) additional one (1) year periods for a possible total of five (5) years, subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

All questions or comments should be directed to the following email at procurement@cityofdoral.com. All inquiries must reference **ITB #2018-09, Emergency Debris Removal** in the subject line. No phone calls will be accepted in reference to this ITB. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this ITB, supplements or revisions will be made available via written addendum.

A copy of the complete bid package may be obtained from the City of Doral website, www.cityofdoral.com, by clicking on the Procurement Division link under City Departments. Select the "RFP/Open Bids" link.

Solicitation Response Form

Name: ITB #2018-09 – Emergency Debris Removal

Due Date: **Tuesday, May 8th, 2018 at 11 a.m.**

Delivery Location: City of Doral City Clerk’s Office 8401 NW 53rd Terrace, Doral,
FL 33166

Submitted by:
(Name of company and address)

For Office Use Only

Date and Time Received:

Received by: _____

ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.

1.0 GENERAL CONDITIONS

This proposed procurement is authorized by the City Manager of the City of Doral, Florida. The conditions of this bid are mandatory. The Instructions to Proposers, the General Conditions, all Forms, the Insurance Requirements, the Special Conditions, the Technical Specifications and Scope of Work, the Bid Response form, and the Purchase Order are collectively and integrally part of the contract between the City and the successful Proposer.

1.1 DEFINITIONS

1.1.1 We/Us/Our/City

These terms refer to the City of Doral, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization including, as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought.

Authorized Representative

The user Department's Contacts for interaction regarding contract administration.

1.1.2 You/Your

The term refers generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a contractor will have upon awarding of this contract.

Proposer/Respondent/Bidder

Any business entity submitting a response to this solicitation.

Successful Proposer/Respondent/Bidder

The Proposer whose response to this solicitation is deemed to be the most advantageous to the City. A Contractor will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in the ITB and a Notice of Commencement will be issued.

1.1.3 Bid

The written, sealed document submitted by the Proposer according to the ITB instructions. A response to this ITB shall not include any verbal interactions with the City apart from submittal of a formal written submittal.

1.2 CLARIFICATION

Questions regarding this ITB shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Proposers.

1.2.1 Written Addenda

If it becomes evident that this ITB must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage if necessary. A new Bid opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by the Proposers for the preparation of Bid related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the Bid documents. No person is authorized to give oral interpretations of, or make oral changes to the bid. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 BID FORMAT AND SIGNATURES

To receive consideration, Bid must be submitted on the Bid forms as provided by the City. This Invitation to Bid must be resubmitted in its entirety, with all forms executed, and the response forms completely filled out. Bids must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace Doral, FL 33166. Bids by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original Submittal, with three (3) copies in separate 3 ring binders and two (2) CDs containing a PDF file of all documents submitted, must be presented to the City Manager's Office, 8401 NW 53 Terrace Doral, FL 33166 at or prior to the time noted on the bid opening date. Bids received after that time will not be accepted. It will be the sole responsibility of the Contractor to deliver their Bid to the City Manager's Office on or before the closing hour and date indicated. Bids shall be submitted in a sealed envelope/box clearly marked in the exterior "ITB #2018-09, Emergency Debris Removal".

SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

ANY SUBMITTAL RECEIVED AFTER THE STATED OPENING DATE AND TIME SHALL BE REJECTED AND WILL BE RETURNED UNOPENED.

1.6 PUBLIC RECORDS

Upon award recommendation or ten (10) days after the bid opening, whichever is earlier, any material submitted in response to this Invitation to Bid will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Invitation to Bid by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.7 WITHDRAWAL OF BID

A Contractor may, without prejudice, withdraw, modify, or correct the Submittal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing **before the time for opening Bids**. The original Submittal as modified by such writing will be considered as the Submittal Bid submitted by the Contractor. No oral bid modifications will be considered.

1.8 RIGHT TO REJECT ANY AND/OR ALL BIDS

The City reserves the right to reject any and/or all Bids or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Bid, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of Invitation to Bid itself does not in any way constitute a contractual agreement between the City of Doral and the Contractor. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Contractor and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.9 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this bid prior to delivery, it shall

be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.10 INQUIRIES

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at procurement@cityofdoral.com. All inquiries must have in the subject line the following: **ITB #2018-09, Emergency Debris Removal**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Contractors requiring clarification or interpretation of the ITB must submit them via email on or before **5:00 pm EST, Tuesday, May 1st, 2018**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and notified to all potential Contractors. In addition, inquiries and responses may also be posted on the City of Doral procurement website.

1.11 PURPOSE

The purpose of this ITB is to, by means of sealed proposals, invite interested parties to submit their Proposals to provide Emergency Debris Removal Services to the City of Doral in the event of an anticipated or unanticipated natural or man-made disaster. Proposer must have the capability to respond in a timely manner.

1.12 DUE DATE

All Bids are due no later than **Tuesday, May 8th, 2018 at 11:00 A.M.**, EST or any time prior thereto at the City Manager's Office, City Hall, 8401 NW 53 Terrace Doral, FL 33166. All bids received will be publicly opened on the date and the time specified. All bids received after that time shall be returned unopened.

Original Submittal and three (3) copies must be submitted in separate three ring binders. 2 CD copies of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copies must be properly labeled with the Contractors name and **"ITB #2018-09, Emergency Debris Removal"**.

Original submittal and three (3) copies must be submitted in a sealed envelope or box/container clearly marked with the ITB title. EMAILED OR FAXED bids will not be accepted. **The Solicitation Response Form shall be attached to the exterior of the packet.**

Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of bids shall be decided in the favor of the City of Doral. Contractor shall assume full responsibility for timely delivery at the location designated for receipt of Bid. The City of Doral cannot be responsible for bids received after opening time and encourages early submittal. Bids received by the City after the time specified for receipt will not be considered.

All information required by the Invitation to Bid must be supplied to constitute a regular submittal.

1.13 SUBMITTAL EVALUATION

The City will present a Contract to the City of Doral City Council for final approval. The City reserves the right to reject any and all submittals for any reason, and reserves the right to waive any defect and accept any proposal deemed to be in the best interest of the City.

The City will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the ITB. Failure to comply with any mandatory requirements may disqualify a submittal. A Committee may be established to review and evaluate all bids submitted in response to this Invitation to Bid (ITB). The Committee shall conduct a preliminary evaluation of all bids on the basis of the information provided and other evaluation criteria as set forth in this ITB or as reasonably determined by the Committee. The evaluation will consist of, but not limited to, Contractor's professional references, company resources including personnel and equipment, ability to respond to request, including missed commitments, response time, emergencies, business history with the City, if any, as well as with all other public or private entities and the required license and insurance, if applicable. The City of Doral shall be the sole judge in determining Contractor's qualifications.

1.14 EVALUATION CRITERIA

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and bid amounts submitted. The city will review all submittals for bid compliance according to the requirements set forth in this ITB and evaluate the bid submittals in order of the lowest dollar value bid received. In order to be deemed responsive the bids must contain, but not limited to the following:

The Contractor shall have at least three (3) years experience operating under its current business name. The selected Contractor must have the ability to obtain a **100% performance and payment bond** at time of contract. The Contractor shall submit proof of their bonding capacity by means of a letter from their bonding company. A **Bid Bond in the amount of five (5) percent** of the base bid amount is required for this project. The Contractor must have performed work on at least three (3) previous emergency debris removal projects in excess of \$200,000 within the past five (5) years. All of these jobs must have been performed for a governmental entity.

The CITY, at its sole discretion, reserves the right to inspect any / all CONTRACTOR facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the CONTRACTOR, the financial position, experience, staffing, equipment, materials, references, and past history of service to the CITY and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

1.15 AWARD OF CONTRACT

Upon approval of the City Council, a contract shall be awarded to at least three (3) Contractors selected as the most responsible, responsive Contractors; meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject bids from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

1.16 CONTRACT EXTENSION AND TERMS

The City and the successful Contractors shall execute a contract (“Agreement”) within thirty (30) days after Notification of Award based upon the requirements set forth in the ITB through action taken by the City Council at a fully authorized meeting. If the Contractor awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Contractor, or re-advertised, as determined by the City.

1.17 INSURANCE REQUIREMENTS

Successful bidder shall maintain, at their sole expense, during the term of this agreement, insurance requirements in accordance with Exhibit A – Insurance Requirements. The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced in Exhibit A.

1.18 SUBMISSION OF PROPOSAL

1.18.1 Incurred Expenses

The City is not responsible for any expenses which Contractors may incur preparing and submitting bids called for in this Invitation to Bid.

1.18.2 Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Contractor in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

1.18.3 Request for Modifications

The City reserves the right to request that the Contractor(s) modify a proposal/bid to more fully meet the needs of the City.

1.18.4 Bid Acknowledgment

By submitting a bid, the Contractor certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

1.18.5 Acceptance/Rejection/Modification to Bids

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the submittals.

1.18.6 Bid Submittals Binding

All bids submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

1.18.7 Alternate Bids

An alternate bid will not be considered or accepted by the City.

1.18.8 Economy of Preparation

Bids should be prepared simply and economically, providing a straightforward, concise description of the Contractors ability to fulfill the requirements of the bid.

1.18.9 Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals/Qualifications/ Invitation to Bid and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids received from Contractors in response to this Invitation to Bid will become the property of the City of Doral and will not be returned to the Contractor. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.19 SCHEDULE OF EVENTS

Mandatory Pre-Bid Meeting:

Tuesday, April 24th, 2018 at 11:00 a.m. EST

City of Doral - Government Center

Multipurpose Room – 1st Floor

8401 NW 53 Terrace, Doral, FL 33166

For directions, please call 305-593-6725

Deadline for Written Questions:

Tuesday, May 1st, 2018 at 5:00 p.m. EST

Deadline for Submittal and Bid Opening:

Tuesday, May 8th, 2018 at 11:00 a.m. EST

Office of the City Clerk – 1st Floor

City of Doral – Government Center

8401 NW 53rd Terrace, Doral, FL 33166

For directions, please call 305-593-6725

END OF SECTION

2.0 INSTRUCTIONS FOR PREPARING PROPOSALS

2.1 INFORMATION REQUIRED OF CONTRACTOR

Bidders must see Section 3.0 for required deliverables to be included in proposals.

2.2 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to these Sections may be cause for the bid to be considered non-responsive.

2.3 LICENSING

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org.

2.4 QUALIFICATIONS OF BIDDERS

All firms that submit a bid shall meet, but not be limited to, the following minimum qualifications:

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Florida for a five-year period of time immediately preceding this request for proposal. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral.
2. Contractor shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.
3. Bidder must have performed work for a governmental agency on at least three (3) previous emergency debris removal jobs in excess of \$200,000 within the past five (5) years. All of these jobs must have been performed for a governmental entity. **The bidder must show proof of having met these minimum requirements on the "Bidder Qualification Statement" in Section 3.0. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

2.5 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

2.6 ATTACHED FORMS

2.6.1 Non-Collusion Affidavit

Each Contractor shall complete the Non-Collusion Affidavit and shall submit the executed form with the bid. City considers the failure of the Contractor to submit this document to be a major irregularity and shall be cause of rejection of the Bid.

By offering a submission pursuant to this Invitation to Participate, the Contractor certifies that it has not divulged, discussed or compared his/her Bid with other Contractors and has not colluded with any other Contractors or parties to this bid whatsoever. Also, the Contractor certifies, and in the case of a joint bid, each party thereto certifies, as to his/her own organization, that in connection with this Bid.

No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Contractor for the purpose of doing business.

2.6.2 Americans with Disabilities

As part of any bid, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.6.3 Compliance with Equal Employment Opportunity

The Contractor shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Contractor has agreed to undertake by and through the covenants, and provisions set forth in this ITB.

2.6.4 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 to provide any goods or

services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on lease 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

2.6.5 Identical Tie Bids

Whenever two or more bids are equal with respect to price, quality, and service are received by the City, the selection committee will review the time-stamp of the submittal of the ITB to determine the earliest received ITB proposal. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

2.7 COMPLIANCE WITH ORDERS AND LAWS

Successful Contractors shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this ITB and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, City Provision Code

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest

means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s)

Copy of City of Doral Ordinances may be obtained from the City of Doral City Clerk's Office.

2.8 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of City "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or Bid, between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFP, RFQ, and Bid after the advertisement of said RFP, RFQ, or Bid.

The Cone of Silence shall terminate at the beginning of the City Council meeting at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the City Manager will make his/her recommendation to the City Council.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;

- (4) written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/proposers regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITB;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or Bid award to said bidder or proposer voidable by the City Council and/or City Manager.

2.9 Florida Government in the SUNSHINE LAW

As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City of Doral evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

2.10 CANCELLATION

In the event any of the provisions of this bid are violated by the contractor, the City Manager shall give written notice to the contractor stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council of Doral, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

2.11 ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

2.12 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Doral shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

2.13 TERMINATION FOR DEFAULT

If Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Doral. In such event, the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Doral.

2.14 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Doral. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Doral, the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.15 CONFIDENTIALITY

As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

2.16 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City of Doral reserves the right to advertise for, receive, and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/or services as may be available.

2.17 AUDIT RIGHTS AND RECORDS RETENTION

The successful Contractor agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Contractor shall maintain and retain any and all of the aforementioned records for three years after the expiration and/or termination of the agreement.

2.18 CAPITAL EXPENDITURES

Successful Contractor understands that any capital expenditures that the Contractor makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Contractor must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Contractor. If Contractor has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

2.19 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

2.20 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees through and including appellate litigation and any post-judgment proceedings.

2.21 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Contractor, or to create any other similar relationship between the parties.

2.22 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the successful Contractor will include, but not be limited to, the following terms and conditions:

- A. The Contractor shall indemnify, defend and hold harmless the City, its elected officials, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities (collectively referred to as "Liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the service contemplated by this agreement which is, or alleged to be directly, or indirectly caused,, in whole, or in part

by any act of omission, default, or negligence of the contractor, its employees, or sub-contractors.

- B. The Contractors shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Contractor and the City, that the completion time as specified in Contractor's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

END OF SECTION

3.0 TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES

The work covered by the Specifications and Contract Documents includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and services for debris removal which, for the purpose of this bid, shall include the removal of all emergency related debris from streets, avenues, City property, and in certain instances, private property within the City of Doral. **After an emergency event, the contractor will, within two (2) hours of the conclusion of the event, have the specified number of crews and manpower in the City to begin to open and maintain all City roadways to vehicular traffic.** The sequence of these openings will be determined by the City of Doral. When all main streets are open, focus will then be shifted to the secondary roadways within the City right-of-ways. When all streets and avenues are open, focus will shift to debris removal from the City's right-of-ways. Debris will be hauled to a Temporary Debris Staging Reduction Site (TDSRS) within the City of Doral to be determined by the City or directly to a disposal facility. Debris which had been hauled to the TDSRS will be chipped before disposal. Whether or not a TDSRS is used, all material will be hauled to a legal disposal facility permitted by the Florida Department of Environmental Protection (FDEP), the Miami-Dade County Department of Regulatory and Economic Resources (DRER) and approved in advance by the City. All hand loaded trucks will be paid at 50% of volume collected. Immediately upon delivery of the first load to the TDSRS, a separate chipping crew will be set up at the staging area to begin processing the debris. All contractor trucks will be verified for proper registration and insurance as mandated by the state of Florida. The size of the body (cubic yards) will be verified by the City of Doral or its representative, and indicated on the decal placed on the dump truck body. Any and all stumps to be removed must be pre-validated before removal.

3.1.1 Emergency Road Clearance

Removal of debris from the primary transportation routes as directed by the City.

3.1.2 Debris Removal from Public Property

Removal of debris from public right-of-ways or City Facilities. Removal of debris beyond public property as necessary to abate imminent and/or significant threats to the public health and safety of residents.

3.1.3 Debris Removal from Private Property

Should an imminent threat to life, safety and health to the general public be present on private property, the Contractor, as directed by the City, will accomplish the removal of debris from private property.

3.1.4 Temporary Debris Staging and Reduction Site (TDSRS)

The Contractor will prepare and maintain a sufficient number of TDSRS facilities to accept and process all eligible emergency related debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS entry and exit road(s) for the entire

duration of the debris hauling operation, including provisions of stone for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

All debris shall be processed in accordance with local, State and Federal laws, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding. Prior to reduction, all debris shall be segregated by vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

The Contractor shall be responsible for removal of all debris from the TDSRS and for proper grading of the land once operation has been completed, and for placement of new sod if requested by the City.

3.1.5 Generated Hazardous Waste Abatement

Abatement or disposal of hazardous waste identified by the City in accordance with all applicable Federal, State and local laws, standards and regulations.

3.1.6 Debris Disposal

Disposal of all eligible debris, reduced debris, ash and other products of the debris management process will be in accordance with all applicable Federal, State and local laws, standards and regulations.

3.1.7 Documentation and Inspections

Storm debris shall be subject to inspection by the City. Inspections will be to ensure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the City access to all work sites and disposal areas. The Contractor and the City will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Contractor will assist the City in preparation of Federal (FEMA and FHWA) and State reports for any potential reimbursement through the training of City employees and the review of documentation prior to submittal. The Contractor will work closely with the Florida Division of Emergency Management, FEMA, FHWA and other applicable State and Federal Agencies to ensure the eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

3.1.8 Work Areas

The City will establish and approve all areas where the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition.

3.1.9 White Goods

The contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined by the Florida Administrative Code. The Contractor will dispose of all white goods encountered in accordance with applicable

Federal, State and local laws.

3.1.10 Hazardous Stumps

The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the City. The City reserves the right to process stumps based on as per unit or on a yardage basis. Stumps converted to yardage will be based on **FEMA May 15, 2007 publication DAP9523.11** (or latest version) stump conversion table and paid at the per yard regular vegetation rate. Stumps shall be hauled to the TDSRS where they shall be processed in accordance with all applicable Federal, State and local laws, standards and regulations.

3.1.11 Fill Dirt/Material

The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City. All areas to be graded and sod placed. All restored areas to match surrounding areas as closely as possible.

3.1.12 Documentation and Recovery Process

Contractor will provide the following assistance in addition to debris removal:

- a. Recovery process documentation – Create recovery process documentation plan.
- b. Maintain documentation of recovery process.
- c. Provide written and oral status reports as requested by the City.
- d. Review documentation for accuracy and quantity.
- e. Assist in preparation of claim documentation.

3.2 WORK SCENARIOS

3.2.1 Localized

In the event, the Contractor may be called upon to provide retrieval, hauling and/or reduction by chain saw of localized woody debris. The work will more likely be assisting City resources.

3.2.2 Small Event - Wide spread or City-Wide

In this event, the Contractor may provide all necessary supervision, labor and all equipment to clean, remove, haul, recycle and / or dispose of all types of debris with its own resources.

3.2.3 Significant Event - Removal, Reduction, Hauling - Vegetative Debris Only - Widespread or City-Wide

In this event, the Contractor may provide all necessary supervision, labor and all equipment to remove, reduce (grind and mulch) and haul vegetative debris to a disposal site approved for use by FDEP and the City of Doral.

3.2.4 Catastrophic Event - Removal, Reduction, Hauling and Separating Mixed Debris Wide spread or City Wide

In this event, the Contractor may provide all necessary supervision, labor and all equipment to remove reduce, recycle and haul mixed debris to multiple disposal sites, approved for use by FDEP and the City of Doral.

3.2.5 Catastrophic Event - Site Management - City Wide

In this event, the Contractor will be tasked to plan, setup, mobilize equipment, manage, operate and close one or more debris management sites City wide including burn operations. The Contractor will be responsible for all necessary traffic control, weighting, measuring, reduction, recycling and all other necessary operations for the operation of the sites(s) through close out. Proposers shall prove experience with site management and FEMA requirements to qualify for this scope.

3.3 LOCATION OF WORK

Accompanying this specification is an area map indicating main Streets and Avenues within the City of Doral. Existing roadway signs clearly indicate the name of each road. By submitting this bid, the BIDDER certifies that he/she is familiar with the roadways and the proposed scope of work, prior to submitting the bid. The City reserves the right to remove specific locations as deemed appropriate. The City also reserves the right to award the locations to multiple BIDDERS to attain the best possible service and price.

3.4 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Doral. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment.

3.5 REQUIRED EQUIPMENT AND MANPOWER

The Contractor must mobilize the following equipment to one or more locations within the City of Doral, at a minimum of 24 hours (twenty-four hours) prior to the commencement of a known or anticipated event, (Storm or Hurricane). Prior to an event, the Contractor shall stage a minimum of 3 crews at the Doral Police / Public Works Facility, located at 6100 NW 99 Ave. Doral, FL 33178, with the proper capability and personnel to be able to perform the first push. Each crew shall have the proper machinery and tools to remove all debris from public right-of-way and cut out any plant material required to push aside said debris. Within 2 hours (two hours) of the lifting of the hurricane warning as presented over a public information system (radio/television) of the known or anticipated, even the CONTRACTOR will make available all man power necessary to operate said equipment and to carry out all necessary activities to fulfill his contract obligations. The Contractor shall mobilize within 4 hours (four hours) of an unanticipated event after being notified by the City.

3.5.1 Within 2 hours from conclusion of the event a minimum of three crews consisting of the following elements shall be on site ready to execute contract duties:

Crew #1

- Hydraulic bucket-truck with a reach capacity of no less than 50 feet
- Backhoe equivalent of CAT 416 or Deere 310 or larger
- One brush chipper that handles limbs up to 3" diameter
- Two-way communication system between the contractor's service vehicles and the City of Doral
- One dump truck with a minimum or 14,000-pound gross vehicle weight with chipper box
- Three laborers each with chain saw

Crew #2 & 3

- Same as Crew #1 with the exception of Hydraulic bucket-truck

Within 24 hours from conclusion of the event three additional crews for a total of six crews will be on site.

Crew #4-5-6

- Same as Crew #1 with the exception of Hydraulic Bucket-truck & Backhoe

A full time Supervisor for City of Doral contract operation shall be provided at all times.

3.5.2 Within 4 hours of an unanticipated event once CONTRACTOR has been notified by the City of Doral the same requirements should be met as enumerated in Section 3.5.1 above

3.6 STORAGE AND MOBILIZATION FACILITY

A minimum of 24 hours prior to a known or anticipated event the contractor will mobilize all equipment as outlined in item 3.5.1 to one or more facilities within the City of Doral to be provided by the Contractor.

3.7 SPECIAL CONTRACT REQUIREMENTS

3.7.1 The President / Chief Operating Officer of the contracting firm must be available to attend meetings with the City within 24 hours of notification.

3.7.2 During emergency recovery efforts the contractor must be available 24 hours per day, 7 days per week, for the work detail that may include, but is not limited to, the supply of six work crews as outlined in item 3.5.1 and 3.5.2.

3.7.3 All Contractors' vehicles must be clearly marked as being a licensed contractor working for the City of Doral and employees wearing a uniform that identifies the company name at all times.

- 3.7.4** Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series,) the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.
- 3.7.5** The contractor's owner, or supervisor employee of the contractor approved by the City, must be on 24-hour call, for emergency purposes until the City releases the Contractor from service. Emergency contact information for both the primary contact and a backup must be supplied to the City, (office, home, cell, Nextel) if communication systems are down the emergency contact must be available via satellite phone.
- 3.7.6** The contractor, on an immediate and first priority basis, shall be available to the City to clear roadways or access areas in the event of an Act of God (i.e. storm, hurricane, tornado, earthquake), act of terrorism or an accident that causes a block on a roadway or pedestrian area, or any other emergency deemed adequate to affect an activation by the City Manager or appointee.
- 3.7.7** Each May 1st the Contractor shall submit, for City approval, a hurricane mobilization and preparedness plan specifically relating to manpower, equipment and scheduling.
- 3.7.8** No fuels, oils, solvents or similar materials are to be disposed of in any catch basins. The contractor must closely adhere to local, state and Federal Environmental Protection Agency requirements and is responsible for all non-compliance penalties. The contractor is responsible for diesel fuel / gasoline for his vehicles and if stored within the City must conform to all local, state, federal guide lines / regulations.

3.8 SAFETY

- 3.8.1** The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:
- 3.8.2** All employees and other persons who may be affected thereby. The Contractor shall ensure that all employees use proper safety equipment such as but not limited to, hard hat, safety glasses, ear plugs, work boots (with safety toe,) gloves, and rain gear.
- 3.8.3** All the work and all materials or equipment to be incorporated therein, whether in storage or outside of the City
- 3.8.4** The contractor will designate a responsible member of their organization within the City whose duty shall be the prevention of accidents. This person shall be the Contractor's Supervisor unless otherwise designated in writing by the Contractor to the City.

- 3.8.5** In emergencies affecting the safety of persons or the work or property within the City or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the City prompt written notice of any significant changes in the work or problems caused thereby.
- 3.8.6** The Contractor, shall at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies and in Particular, the City of Doral Police Department, before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire equipment shall be provided and maintained at all times.
- 3.8.7** Any and all damage associated with debris removal operations shall be restored to pre-existing condition at the Contractors expense.
- 3.8.8** The Contractor must contact Sunshine State One Call of Florida, Inc. at (800) 432-4770 for location of utilities prior to starting any excavation.
- 3.8.9** DEFECTIVE WORK – The City will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective,) or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection.

3.9 FORM FHWA-1273

Inclusion of form FHWA-1273, Exhibit B, is required by FHWA to be physically incorporated into all prime and subcontractor contracts and not only referenced.

3.10 LIQUIDATED DAMAGES

The City and the Contractor recognize that time is of the essence in this Contract and that the CITY may suffer financial loss if the Work or a specific task does not commence on the requested date or within the specified timeframe. The Contractor also recognizes difficulty in estimating the cost associated with delays in starting the services on the requested date or within the specified timeframe. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City \$1,000.00 for each calendar day that expires after a seven (7) day period from the official date of the requested task, which excludes the time frame required for the "first push".

Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City

as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to start and complete the services on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from and retain out moneys which may be then due or which may become due and payable to the Contractor, the amount of such liquidated damages, the Contractor shall pay in full such liquidated damages.

END OF SECTION

4.0 FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS ON PAGES 31-85 IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

STATEMENT OF NO RESPONSE
ITB #2018-09

**FOR BIDDERS SUBMITTING TO THIS OPPORTUNITY, YOU MAY WRITE “N/A”
ON THIS FORM.**

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Manager’s Office 8401 NW 53rd Terrace Doral, FL 33166. Failure to respond may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a proposal on the above because of the following reasons:

- _____ Specifications/Scope of Work too “tight”, i.e., geared toward brand or manufacturer only (explain below)
- _____ Insufficient time to respond
- _____ We do not offer this product, service or an equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: _____

CONTRACTOR INFORMATION WORKSHEET
ITB #2018-09

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ **PHONE No.:** _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ **PHONE No.:** _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if different from address provided above): _____

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE CONTRACTOR:

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(Resumes of individuals named on this sheet must be included in Contractor's deliverables)

CONTACT'S SIGNATURE: _____

DATE: _____

BIDDER QUALIFICATION STATEMENT

ITB #2018-09

The BIDDER's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation and Contractor selection.

The following minimum experience is required for this project:

Bidder must have performed work in at least three (3) previous emergency debris removal jobs in excess of \$200,000 within the past five (5) years. All of these jobs must have been performed for a governmental entity.

ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1.	Project Name/Location	_____
	Owner Name	_____
	Contact Person	_____
	Contact Telephone No.	_____
	Email Address:	_____
	Yearly Budget/Cost	_____
	Dates of Contract	From: _____ To: _____
2.	Project Name/Location	_____
	Owner Name	_____
	Contact Person	_____
	Contact Telephone No.	_____
	Email Address:	_____
	Yearly Budget/Cost	_____
	Dates of Contract	From: _____ To: _____

3. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

END OF SECTION

INSERT RESUME(S) AND EXPERIENCE OF THOSE INDIVIDUALS WHO WILL BE ASSIGNED TO THIS PROJECT AS PROJECT MANAGER AND/OR PROJECT TEAM

IF APPLICABLE, INSERT ACKNOWLEDGEMENT(S) OF ADDENDUM

**BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)**

ITB #2018-09

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

STREET ADDRESS SUITE CITY STATE ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

Sworn to and subscribed before me this ____ day of _____, 20____.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

ITB #2018-09

EMERGENCY DEBRIS REMOVAL

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Doral, Florida

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Number (FEIN)

is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

Sworn to and subscribed before me this ____ day of _____, 20 ____.

Personally known _____

OR

Produced Identification _____

Notary Public- State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

NON-COLLUSION AFFIDAVIT
ITB #2018-09

State of _____)

) SS

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of _____ the
BIDDER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or
parties in interest, including this affiant, 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 Work for which the attached Bid has been submitted; or to refrain from bidding in connection with
such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or
communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost
elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements 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 Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any 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 affiant.

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the _____ day of _____, 20_____, before me, the undersigned Notary

Public of The State of Florida, personally appeared

_____ and

(Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

Personally known to me, or

Personally identification:

(Type of

Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures Notarized:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

ITB #2018-09

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____ by _____ for _____ whose business address is _____ and (if applicable) its Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. 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 or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

2. Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership 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 prime facie case that one person controls another person. A person who knowingly enters into a 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.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ Or Produced
Identification _____ Notary Public - State of _____ My Commission
Expires _____

(Type of Identification)

(Printed, typed, or stamped commission name of notary public)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
ITB #2018-09

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.6.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid proposal.

Individual's Signature

DATE

TIE BIDS CERTIFICATION
ITB #2018-09

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 2.6.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid proposal.

Individual's Signature

Date

PROPOSER'S CERTIFICATION
ITB #2018-09

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Invitation to Bid. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Doral or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

By:

Sworn to and subscribed before me
this ____ day of _____, 20__

Signature

Name and Title, Typed or Printed

Mailing Address

City, State and Zip Code

Telephone Number

Notary Public

STATE OF _____

My Commission Expires

ACKNOWLEDGEMENT OF ADDENDUMS: ISSUED ADDENDUMS MUST BE SIGNED AND SUBMITTED WITH BID.

ITB SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP
ITB #2018-09

The full names and residences of persons, partners or firms interested in the foregoing ITB, as principals are as follows:

Witness:
(seal)

Bidder:

Firm Name

Signature

Print Name

Title (Sole Proprietor or Partner)

Post Office Address:

County in which fictitious name is registered.

Telephone #

Attach a copy of proof of registration.

ITB SIGNATURE PAGE FOR CORPORATION
ITB #2018-09

The officers of the Corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	_____	_____
Vice-President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Registered Agent	_____	_____

The full names and residences of stockholders, persons, or firms interested in the foregoing ITB, as principals, are as follows:

Post Office Address

Bidder

Corporate Name

President's Signature

Is this corporation incorporated in the State of Florida? ___ Yes ___ No

Attest: _____
Secretary

If no, give address of principle place of business:

BID FORM

ITB #2018-09

EMERGENCY DEBRIS REMOVAL

THIS BID IS SUBMITTED TO:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Doral in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City’s Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

 - (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

 - (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

 - (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or

to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) BIDDER has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to BIDDER.
 - (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the City.
4. BIDDER understands that the quantities provided are only provided for bid evaluation only. The actual quantities may be higher or lower than those in the bid form.
 5. BIDDER understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place As such the Contractor shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project for the Bid Price of:

Debris Removal, Processing & Disposal:

Item	Description	Unit	Qty	Unit Price	Total
1	Mobilize & Demobilize (per event)	LS	1		
2	Debris removal from Public Right-of-Way & hauling to TDSRS within the City limits	CY	20,000		
3	Debris removal from Public Right-of-Way & hauling to TDSRS outside of City limits	CY	10,000		
4	Debris removal from TDSRS, hauling and disposal at FDEP approved site within Miami-Dade County	CY	10,000		
5	Debris removal from Public Right-of-Way, hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CY	5,000		
6	Processing (grinding/mulching) of vegetative debris at TDSRS	CY	25,000		
7	Processing (grinding/mulching) of construction & demolition (C&D) debris at TDSRS	CY	3,000		
8	Pick-up and haul of white goods	EA	100		
9	Pick-up and disposal of hazardous material	LB	1,000		
10	Dead animal collection, transportation and disposal	LB	1,500		
11	Process stump based on FEMA conversion table, May 15, 2007 publication DAP9523.11, or latest version	CY	1,000		
12	Hazardous stump removal, hauling and disposal 6" diameter to 11.99" diameter	EA	100		
13	Hazardous stump removal, hauling and disposal 12" diameter to 23.99" diameter	EA	100		
14	Hazardous stump removal, hauling and disposal 24" diameter to 47.99" diameter	EA	30		
15	Hazardous stump removal, hauling and disposal 48" diameter or greater	EA	10		
16	Emergency road clearance (initial clearance not to exceed 72 Hrs) - "First Push"	T&M	Rates below		
17	Debris removal from private property and publicly owned property	CY	1,000		
18	Material, fill dirt for stump holes, purchased, placed & compacted	CY	1,000		
19	Leaning trees/hanging limbs	T&M	Rates below		
20	Demolition of structures	T&M	Rates below		

Sub Total _____

Equipment with Operator:

Item	Description	Unit	Qty	Unit Price	Total
1	JD544 or equal, wheel loader w/debris grapple	HR	72		
2	JD644 or equal, wheel loader w/debris grapple	HR	72		
3	JD544 or equal, wheel loader w/bucket	HR	72		
4	JD644 or equal, wheel loader w/bucket	HR	72		
5	Extend-a-boom forklift w/debris grapple	HR	12		
6	753 Skid Steer w/debris grapple	HR	72		
7	753 Skid Steer Loader w/bucket	HR	72		
8	753 Skid Steer w/Broom	HR	12		
9	Tractor w/box blade or rake	HR	12		
10	JD648 E or equal Log Skidder	HR	12		
11	CAT D4 or equal dozer	HR	24		
12	CAT D6 or equal dozer	HR	18		
13	CAT D8 or equal dozer	HR	12		
14	CAT or equal 125/140 HP Motor Grader	HR	24		
15	JD690 or equal hoe w/grapple	HR	10		
16	JD690 or equal hoe w/bucker & Thumb	HR	36		
17	Excavator type hoe on rubber w/grapple	HR	24		
18	JD310 or equal TLB	HR	24		
19	210 Prentiss or equal knuckle-boom w/grapple	HR	36		
20	CAT 623 or equal self-loading scraper	HR	12		
21	Hand fed debris chipper	HR	36		
22	300/400 Tub Grinder	HR	36		
23	Diamond Z or equal 800/1,000 tub grinder	HR	24		
24	30 TN Crane	HR	12		
25	50 TN Crane	HR	8		
26	100 TN Crane	HR	4		
27	40'/60' Bucket Truck	HR	36		
28	Service Truck	HR	36		
29	Water Truck	HR	24		
30	Portable Light Tower	HR	18		
31	Pick-up (w/o driver)	HR	36		
32	Knuckle-boom w/grapple self-loading Dump type truck	HR	72		
33	Single axle dump type truck, 5 - 12 CY	HR	36		
34	Tandem axle dump type truck, 16 - 20 CY	HR	36		
35	Trailer type truck/tractor 24 - 40 CY	HR	30		
36	Trailer type truck/tractor 41 - 60 CY	HR	30		
37	Trailer type truck/tractor 61 - 80 CY	HR	24		
38	Power Screen	HR	36		
39	Stacking conveyor	HR	18		
40	Off Road Truck	HR	24		

Sub Total _____

Labor & Material:

Item	Description	Unit	Qty	Unit Price	Total
1	Operating Manager	HR	36		
2	Superintendent w/truck, phone & radio	HR	72		
3	Foreman w/truck, phone & radio	HR	72		
4	Safety/quality control inspector w/vehicle, phone & radio	HR	36		
5	Inspector w/vehicle, phone & radio	HR	60		
6	Climber w/gear	HR	36		
7	Chain & Hand Saw Operator	HR	72		
8	Laborer & Flagman	HR	72		
9	Haz-Mat Professional	HR	60		
10	Certified Arborist	HR	24		
11	Project Manager/Haz-Mat Professional	HR	36		

Sub Total _____

Emergency Power Generators & Support Equipment:

Item	Description	Unit	Qty	Unit Price	Total
1	5 kw Generator	Day	10		
2	10 kw Generator	Day	10		
3	20 kw Generator	Day	8		
4	40 kw Generator	Day	8		
5	60 kw Generator	Day	5		
6	80 kw Generator	Day	5		
7	100 kw Generator	Day	2		
8	120 kw Generator	Day	2		
9	Satellite Phone for use by the City to coordinate operations during failure of other communication systems	Day	10		

Sub Total _____

BID TOTAL _____

6. BIDDER agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this Bid shall be addressed to:

BIDDER: _____

Address: _____

Telephone _____

Facsimile Number _____

Attention: _____

8. The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS DAY _____, 20_____.

If BIDDER is:

AN INDIVIDUAL

By: _____ (SEAL)

(Individual's Name)

doing business as: _____

Business address: _____

Phone No: _____ Facsimile No: _____

A PARTNERSHIP

By: _____ (SEAL)

(Firm's Name)

(General Partner)

Business address: _____

Phone No: _____ Facsimile No: _____

A CORPORATION

By: _____

(Corporation Name)

(State of Incorporation)

By: _____

(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest: _____

(President)

Business address: _____

Phone No: _____ Facsimile No: _____

A JOINT VENTURE

By: _____

(Name)

(Address)

By: _____

(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a Corporation existing under the laws of the State of _____, held
on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, _____, 20____, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ a Corporation existing under the laws of
the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Bid dated, _____ 20____, to the City of Doral and this partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE**

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of
the _____

a corporation existing under the laws of the State of _____, held on _____, 20_____,
the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is
hereby authorized to execute the Bid dated, _____ 20_____, to the City of Doral official act and deed of
this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

END OF SECTION

BID BOND

STATE OF)

) SS:

COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Doral, a municipal corporation of the State of Florida in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, _____ 2018 for: _____.

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Doral and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Doral and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals the _____ day of _____, 2018, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(Individual or Partnership Principal)

_____ (SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

_____ Secretary

(Corporate Surety)*

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered
in the presence of:

_____ By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the _____ day of _____, 2018, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

- DID take an oath,
- or
- DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document: Number of Pages:
Number of Signatures Notarized:

END OF SECTION

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB #2018-09**, awarded the _____ day of _____, 2018, with the City for **Emergency Debris Removal**, in accordance with specifications prepared by the City of Doral _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.

2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2018.

WITNESS:

By: _____

(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

WITNESS:

(Name of Corporation)

Secretary

By: _____

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____

*Agent and Attorney-in-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (____) _____

*(Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2018, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), (title), of _____ (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

Printed, typed or stamped name of Notary Public exactly as
commissioned

- Personally known to me, or
- Produced identification: _____
(type of identification produced)
- Did take an oath, or
- Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____ , who signed the Bond on behalf of the Principal, was then of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB #2018-09**, awarded the _____ day of _____, 2018, with City for **Emergency Debris Removal**, in accordance with drawings (plans) and specifications which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for **Emergency Debris Removal**, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR**.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon

determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2018.

WITNESSES: _____
(Name of Corporation)

By: _____
Secretary
(CORPORATE SEAL)

(Signature and Title)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

*(Agent and Attorney-in-Fact)

Address:

(Street)

(City/State/Zip Code)

Telephone No.: ()

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2018, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of Corporate officer), (title), of _____ (name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

Printed, typed or stamped name of Notary Public exactly as
commissioned

- Personally known to me, or
- Produced identification:

(type of identification produced)

- Did take an oath, or
- Did not take an oath

_____ Bonded by:

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Emergency Debris Removal, ITB #2018-09**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

ATTEST

BY: _____

END OF SECTION

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: City of Doral **EMERGENCY DEBRIS REMOVAL**, Project **ITB #2018-09** in accordance with Contract Documents as prepared by the City

and

The CITY has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the **EMERGENCY DEBRIS REMOVAL**, Contract Bid **ITB #2018-09**, in the not to exceed amount of \$_____.

(_____)

You are required by the Instruction to BIDDER's to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said CITY will be entitled to, revoke the award and retain the Bid Security.

BY: _____

TITLE: CITY MANAGER

Dated this _____ day of _____, 2018.

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by

this the _____ day of _____, 2018

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the CITY.

END OF SECTION

AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 20____, by and between _____ Party of the First Part, and The City of Doral, Party of the Second Part:

WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the Work in manner and form as provided by the following enumerated Specifications and Documents, which are attached hereto and made a part hereof, as fully contained here:

Advertisements for Bids

Instruction to BIDDERS

Bid Form

Certificate of Authority

Award Preference for Identical Tie Bids

Bid Bond

Bidder Qualification Statement

Non-Collusion Affidavit

Public Entity Crimes

Notice of Award

Agreement

Notice to Proceed

Payment Bond

Performance Bond

OSHA Acknowledgment

Form FHWA-1273 (Exhibit B)

2. That the First Party shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all Work hereunder within the length of time stipulated in the Bid.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Bid Form, in lawful money of the United States, the amount of:

_____ dollars.

(Written Dollar Amount)

\$ _____

4. That the Second Party shall make monthly partial payments to the First Party on the basis of a duly certified and approved estimate of Work performed during each calendar month by the First Party, Less the retainage provided in the General Conditions, which is to be withheld by the Second Party until Work within a particular part has been performed in accordance with this Agreement and until such Work has been accepted by the Second Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the Work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the First Party of all Work covered by this Agreement and the acceptance of such Work by the Second Party.
6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Second Party.
7. No additional Work or extras shall be done unless the same shall be duly authorized by appropriate action (in writing) by the Party of the Second Part.
8. The Florida Department of Transportation (FDOT) has established requirements that have been added to the contract to address work performed on FHWA eligible roadways. The form FHWA-1273 (Please refer to Exhibit B and the FDOT Standard Specification and Standard Indexes to be included in the contract documents. The Standard Specs contain the Buy America requirements. Listed below are the basic federal-aid guidelines that must be followed for emergency repair and permanent restoration

projects. These requirements apply to all State and Local Agency contracts for both emergency and permanent restoration types of projects. These requirements cannot be waived just because there is a State of FEMA emergency declaration.

- 1) FHWA Form 1273, titled Required Contract Provisions Federal-Aid Construction Contracts
- 2) Davis-Bacon Wages Act – waived for Debris Removal services only; applies to all other work types <http://www.fhwa.dot.gov/construction/cquit/dbacon.htm>
- 3) Buy America
- 4) Disadvantaged Business Enterprise (DBE)
- 5) American with Disability Act (ADA)
- 6) Convict Labor Prohibition
- 7) Public Interest Finding for force account permanent repair work

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

CONTRACTOR:

BY:

NAME:

TITLE:

OWNER: City of Doral

BY:

NAME:

TITLE:

AUTHENTICATION:

BY:

NAME:

TITLE:

CITY CLERK

APPROVED AS TO FORM:

BY: _____

NAME: _____

TITLE: CITY ATTORNEY

END OF SECTION

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT DESCRIPTION: **EMERGENCY DEBRIS REMOVAL**, in accordance with Contract Documents as prepared by The City of Doral.

You are hereby notified to commence Work in accordance with the Agreement dated _____, on or before _____, and work is to be performed for a period of two years at the frequency in the bid form.

This contract shall run for a period of two (2) years with an option to renew for an additional two one (1) year terms with both parties being in total and full agreement.

City of Doral

BY: _____
Edward Rojas

TITLE: CITY MANAGER

ACCEPTANCE OF NOTICE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____ day of _____, 2018

BY: _____

TITLE: _____

END OF SECTION

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS – EMERGENCY DEBRIS REMOVAL

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate (PER JOB)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$1,000,000

B. Endorsements Required

- City of Doral listed as an additional insured
- Contingent & Contractual Liability
- Premises and Operations Liability
- Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non Owned Autos	
Any One Accident	\$2,000,000

B. Endorsements Required

- City of Doral listed as an additional insured
- Auto Pollution Endorsement MCS-90, or CA 9948

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

A. Limits of Liability

- \$1,000,000 for bodily injury caused by an accident, each accident
- \$1,000,000 for bodily injury caused by disease, each employee
- \$1,000,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

IV. **Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

V. **Contractor’s Professional/Pollution Liability**

A. Limits of Liability	
Each Claim	\$1,000,000
Policy Aggregate	\$1,000,000
Retro Date – Prior to commencement of job	

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies or certificates of insurance are subject to review and verification by Risk Management

EXHIBIT B

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the

contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An

Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all

employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data

should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often

than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to

the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the

applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the

requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this

paragraph, the terms laborers and mechanics include watchmen and guards.

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. The FHWA or the contracting agency 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 prime 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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by

subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts 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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

END OF DOCUMENT



City of Doral

ITB No. 2018-09 – Emergency Debris Removal

Addendum 1

1. Please explain specifically how the pricing of one proposal will be evaluated against the pricing from another proposal, including the answer to these questions:
 - Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals, and if so, what is the formula that will be used to derive that total number?
 - **Correct.**
 - Will all pricing line items be evaluated equally or will some line items receive more importance in the evaluation? If some line items will be evaluated as more important, what is the formula that will be used to weight the importance of each line item?
 - **All lines items will be evaluated equally.**
2. Will tipping fees at disposal sites be a pass thru? Meaning will the contractor pay up front for tipping fees at disposal sites and be reimbursed or will the City pay these up front? Or will the cost for tipping fees be left entirely on the contractor?
 - **Fees will be directly paid to landfill owner/operator. Bidder will not be responsible for tipping fees.**
3. Are Tipping Fees/Disposal Fees to be excluded from our proposed unit rates and be treated as a pass-through expense to the City with no markup?
 - **Correct. The City will pay directly to the landfill owner/operator.**
4. Are all line items weighted equally? Does the Debris Removal Subtotal weigh more than the Labor and Material and Emergency Power categories? Are you only looking at the grand total when comparing proposer's bids?
 - **All line items are weighted equally. The City will award to lowest overall bidder.**
 - Please clarify the scope of work intended for line item 11
 - **(Please make sure you use latest Bid Form dated 4/27/2018)**
 - Process stump based on FEMA conversion table – are you asking for a rate to pick up stumps in the ROW that have already been extracted from ground and placed there by others?
 - **No. Based on Line Item 14, the intent is to have an option to calculate volume of stumps if needed.**
5. Are you asking for a rate to shear and grind the stump at the DMS? Please provide a scope of work for this line item.
 - **No. Shear and grind stumps is included in Line Item 9 “Processing (grinding/mulching) of vegetative debris at TDSRS”.**
6. Please confirm that the whole bid package is to be submitted with our proposal.
 - **Correct.**



City of Doral

ITB No. 2018-09 – Emergency Debris Removal

Addendum 1

7. P.14 Section 2.1 Information Required of Contractor states that bidders must see Section 3.0 for required deliverables to be included in proposals. This section is the scope of work and does not have proposal requirements.
 - What is required for this section?
 - **Correct statement should be “Section 4.0”.**

8. P. 62 Certificate of Authority.
 - We are a Limited Liability Company with our own Signing Authority. Can we submit it in lieu of this form?
 - **Correct.**

9. Please confirm that p. 78-85 are to be filled out post award.
 - **Correct. Pages to filled upon award of contract.**

10. P.65 Bid Bond
 - The signature on the top of p.66 states Individual or partnership principal underneath. We are an LLC, where do we sign the form?
 - **Whoever has the power to sign can sign on the “Individual or Partnership Principal”.**

Revised Bid Tabulation**Debris Removal, Processing & Disposal:**

Item	Description	Unit	Qty	Unit Price	Total
1	Mobilize & Demobilize (per event)(Includes set up, silt fence, watch tower, management, and closure of Temporary Debris Staging and Reduction Site - TDSRS)	LS	1		
2	Emergency road clearance (initial clearance not to exceed 72 Hrs - "First Push"	T&M	Rates below		
3	Debris removal from Public Right-of-Way and hauling to TDSRS within the City limits	CY	20,000		
4	Debris removal from Public Right-of-Way and hauling to TDSRS outside of City limits	CY	10,000		
5	Debris removal from private property and/or publicly owned property, and hauling to TDSRS within the City limits	CY	1,000		
6	Debris removal from private property and/or publicly owned property, and hauling to TDSRS outside of City limits	CY	1,000		
7	Debris removal from TDSRS, hauling and disposal at FDEP approved site within Miami-Dade County	CY	10,000		
8	Debris removal from Public Right-of-Way, hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CY	5,000		
9	Processing (grinding/mulching) of vegetative debris at TDSRS	CY	25,000		
10	Processing (grinding/mulching) of construction & demolition (C&D) debris at TDSRS	CY	3,000		
11	Pick-up and haul of white goods	EA	100		
12	Pick-up and disposal of hazardous material	LB	1,000		
13	Dead animal collection, transportation and disposal	LB	1,500		
14	Process stump based on FEMA conversion table, May 15, 2007 publication DAP9523.11, or latest version	CY	1,000		
15	Hazardous stump removal from Public Right-of-Way, hauling and disposal to TDSRS				
	< 12" Diameter (Treated as normal vegetative debris, no per tree removal cost is applicable)				
	12" - 24" Diameter (Per Stump)	EA	150		
	25" - 36" Diameter (Per Stump)	EA	50		
	> 37" Diameter (Per Stump)	EA	5		
16	Hazardous stump removal from Public Right-of-Way, hauling and disposal at final FDEP approved disposal site within Miami-Dade County				
	< 12" Diameter (Treated as normal vegetative debris, no per tree removal cost is applicable)				
	12" - 24" Diameter (Per Stump)	EA	150		
	25" - 36" Diameter (Per Stump)	EA	50		
	> 37" Diameter (Per Stump)	EA	5		
17	Remove hazardous leaning tree with attached stumps if root balls are exposed more than 50%				
	< 12" Diameter (Treated as normal vegetative debris, no per tree removal cost is applicable)				
	13" - 24" Diameter (Per Tree)	EA	150		
	25" - 36" Diameter (Per Tree)	EA	50		
	> 37" Diameter (Per Stump)	EA	5		
18	Flush cut hazardous tree with root balls exposed less than 50%				
	< 12" Diameter (Treated as normal vegetative debris, no per tree removal cost is applicable)				
	13" - 24" Diameter (Per Tree)	EA	150		
	25" - 36" Diameter (Per Tree)	EA	50		
	> 37" Diameter (Per Stump)	EA	5		
19	Material, fill dirt for stump holes, purchased, placed & compacted	CY	1,000		
20	Hanging limbs removal per tree - 2" or greater in diameter	EA	500		
21	Demolition of structures	T&M	Rates below		

Sub-Total**Equipment with Operator:**

Item	Description	Unit	Qty	Unit Price	Total
1	JD544 or equal, wheel loader w/debris grapple	HR	72		
2	JD644 or equal, wheel loader w/debris grapple	HR	72		
3	JD544 or equal, wheel loader w/bucket	HR	72		
4	JD644 or equal, wheel loader w/bucket	HR	72		
5	Extend-a-boom forklift w/debris grapple	HR	12		
6	753 Skid Steer w/debris grapple	HR	72		
7	753 Skid Steer Loader w/bucket	HR	72		
8	753 Skid Steer w/Broom	HR	12		
9	Tractor w/box blade or rake	HR	12		
10	JD648 E or equal Log Skidder	HR	12		
11	CAT D4 or equal dozer	HR	24		
12	CAT D6 or equal dozer	HR	18		
13	CAT D8 or equal dozer	HR	12		
14	CAT or equal 125/140 HP Motor Grader	HR	24		
15	JD690 or equal hoe w/grapple	HR	10		

16	JD690 or equal hoe w/bucker & Thumb	HR	36		
17	Excavator type hoe on rubber w/grapple	HR	24		
18	JD310 or equal TLB	HR	24		
19	210 Prentiss or equal knuckle-boom w/grapple	HR	36		
20	CAT 623 or equal self-loading scraper	HR	12		
21	Hand fed debris chipper	HR	36		
22	300/400 Tub Grinder	HR	36		
23	Diamond Z or equal 800/1,000 tub grinder	HR	24		
24	30 TN Crane	HR	12		
25	50 TN Crane	HR	8		
26	100 TN Crane	HR	4		
27	40'/60' Bucket Truck	HR	36		
28	Service Truck	HR	36		
29	Water Truck	HR	24		
30	Portable Light Tower	HR	18		
31	Pick-up (w/o driver)	HR	36		
32	Knucle-boom w/grapple self loading Dump type truck	HR	72		
33	Single axle dump type truck, 5 - 12 CY	HR	36		
34	Tandem axle dump type truck, 16 - 20 CY	HR	36		
35	Trailer type truck/tractor 24 - 40 CY	HR	30		
36	Trailer type truck/tractor 41 - 60 CY	HR	30		
37	Trailer type truck/tractor 61 - 80 CY	HR	24		
38	Power Screen	HR	36		
39	Stacking conveyor	HR	18		
40	Off Road Truck	HR	24		

Sub-Total

Labor & Material:

Item	Description	Unit	Qty	Unit Price	Total
1	Operating Manager	HR	36		
2	Superintendent w/truck, phone & radio	HR	72		
3	Foreman w/truck, phone & radio	HR	72		
4	Safety/quality control inspector w/vehicle, phone & radio	HR	36		
5	Inspector w/vehicle, phone & radio	HR	60		
6	Climber w/gear	HR	36		
7	Chain & Hand Saw Operator	HR	72		
8	Laborer & Flagman	HR	72		
9	Haz-Mat Professional	HR	60		
10	Certified Arborist	HR	24		
11	Project Manager/Haz-Mat Professional	HR	36		

Sub-Total

Emergency Power Generators & Support Equipment:

Item	Description	Unit	Qty	Unit Price	Total
1	5 kw Generator	Day	10		
2	10 kw Generator	Day	10		
3	20 kw Generator	Day	8		
4	40 kw Generator	Day	8		
5	60 kw Generator	Day	5		
6	80 kw Generator	Day	5		
7	100 kw Generator	Day	2		
8	120 kw Generator	Day	2		
9	Satellite Phone for use by the City to coordinate operations during failure of other communication systems	Day	10		

Sub-Total

BID TOTAL

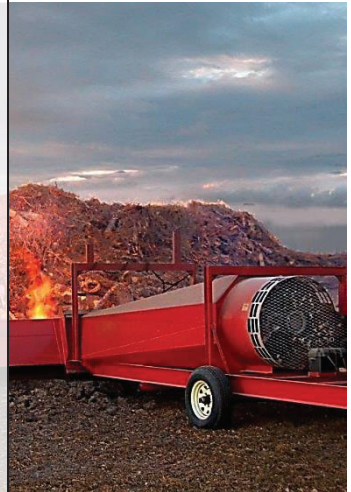
Attachment "B"
CONTRACTOR'S BID



500 South Australian Avenue • Suite 600
West Palm Beach, FL 33901
(888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

FL License No. CRC1331307

REQUEST FOR PROPOSAL
Emergency Debris Removal

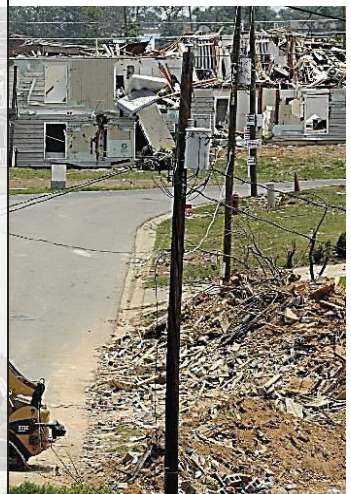


ITB NO. 2018-09

**MAY 8, 2018 • 11:00AM
ORIGINAL**



CITY OF DORAL
8401 NW 53rd Terrace • Doral, FL 33166



PREPARE • RESPOND • RECOVER

POINTS OF CONTACT:
Kristy Fuentes, Kfuentes@drcusa.com





500 South Australian Avenue • Suite 600 • West Palm Beach, FL 33901 • (888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

May 8, 2018

City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

Re: Emergency Debris Removal
RFP No. 2018-09

Dear Mr. Rojas,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the City of Doral our proposal to provide Emergency Debris Removal services as required in the above referenced RFP. DRC has the privilege of currently holding this contract. DRC was recently activated in the City of Doral following Hurricane Irma. DRC ES is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

Following Hurricane Ike in 2008, DRC ES established a single-day productivity record for post-disaster debris removal in the City of Houston as recognized by FEMA. DRC ES also holds a 29-year record of 100% federal reimbursement for eligible work performed.

DRC has an office in West Palm Beach, Florida, which is located less than two from the City of Doral. Our additional office locations in Galveston, Texas, New Orleans, Louisiana, Semmes, Alabama, and Surf City, North Carolina provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the City of Doral should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike The City of Doral, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

Corporate officers with legal signing authority to bind DRC ES to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Point of Contact for the City of Doral is Kristy Fuentes who can be reached at (888) 721-4372, by cell: (504) 220-7682 or by email: Kfuentes@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the City of Doral in the future.

Sincerely,



Kristy Fuentes
Vice President, Secretary, Treasurer

**ACTION IN LIEU OF
A MEETING OF THE
MANAGER OF
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the “Act”), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the “Company”), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company’s Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the “LLC Agreement”) and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the “Manager”).

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

By: **DRC EQUITY, LLC**
a Texas limited liability company
Its: Manager



By: John R. Sullivan
Its: President

[Consent to Appoint Manager – DRC Emergency Services, LLC (January 2016)]



City of Doral
Invitation to Bid
Emergency Debris Removal

ITB #2018-09

ITB #2018-09

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	(INCLUDING BID & BONDING FORMS)	
	INSURANCE	EXHIBIT A
	FHWA-1273	EXHIBIT B

FILE ATTACHMENTS:

- **Doral Streets Map (Road Allocation Map)**
- **Debris Reduction Sites Map**



City of Doral

Invitation to Bid

Emergency Debris Removal

ITB #2018-09

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Edward Rojas, City Manager, City of Doral, 8401 NW 53rd Terrace Doral, Florida 33166 until **11:00 a.m. on Tuesday, May 8, 2018**. The submittals shall be clearly marked “**ITB #2018-09, Emergency Debris Removal**”.

All submittals shall be publicly opened and recorded on Tuesday, May 8, 2018 at 11:00 a.m. Late submittals shall **not** be accepted or considered. **A mandatory pre-bid meeting shall be held on Tuesday, April 24, 2018 at 11:00 a.m.** at City of Doral Government Center, Third Floor Training Room.

Respondents are to deliver **One (1) original and three (3) copies** in separate three-ring binders of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Invitation to Bid. In addition, respondents are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the bid.** **No proposal will be accepted without this requirement.**

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all bids and re-advertise.

PROJECT OVERVIEW

The City of Doral desires to retain the services of one or more licensed contractors for the purpose of providing emergency debris removal services in the event of a man-made or natural event as more particularly described herein on a Per Unit Price basis as indicated in the Bid form. Through an Invitation to Bid process described herein, licensed contractors interested in assisting the City with the provision of such services must prepare and submit a proposal packet in accordance with the procedure and schedule in this ITB. The City will review submittals only from those contractors that submit an ITB packet which includes all the information required to be included as described herein.

The City intends to award a contract for emergency debris removal to the contractor(s) that: (a) possesses qualified man power, equipment and administrative capabilities to provide the proposed services, and (b) provide the best offer and prices deemed to be the greatest benefit to the City.

It is the intent of the City to award a contract for an initial two (2) year term with an option to renew for three (3) additional one (1) year periods for a possible total of five (5) years, subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

All questions or comments should be directed to the following email at procurement@cityofdoral.com. All inquiries must reference **ITB #2018-09, Emergency Debris Removal** in the subject line. **No phone calls will be accepted in reference to this ITB.** Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this ITB, supplements or revisions will be made available via written addendum.

A copy of the complete bid package may be obtained from the City of Doral website, www.cityofdoral.com, by clicking on the Procurement Division link under City Departments. Select the "RFP/Open Bids" link.

Solicitation Response Form

Name: ITB #2018-09 – Emergency Debris Removal

Due Date: **Tuesday, May 8, 2018 at 11 a.m.**

Delivery Location: City of Doral City Clerk’s Office
8401 NW 53rd Terrace Doral, FL 33166

Submitted by:
(Name of company and address)

DRC Emergency Services, LLC
110 Veterans Blvd. Suite 515, Metairie, LA 70005

For Office Use Only

Date and Time Received:

Received by: _____

ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.

1.0 GENERAL CONDITIONS

This proposed procurement is authorized by the City Manager of the City of Doral, Florida. The conditions of this bid are mandatory. The Instructions to Proposers, the General Conditions, all Forms, the Insurance Requirements, the Special Conditions, the Technical Specifications and Scope of Work, the Bid Response form, and the Purchase Order are collectively and integrally part of the contract between the City and the successful Proposer.

1.1 DEFINITIONS

1.1.1 We/Us/Our/City

These terms refer to the City of Doral, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization including, as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought.

Authorized Representative

The user Department's Contacts for interaction regarding contract administration.

1.1.2 You/Your

The term refers generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a contractor will have upon awarding of this contract.

Proposer/Respondent/Bidder

Any business entity submitting a response to this solicitation.

Successful Proposer/Respondent/Bidder

The Proposer whose response to this solicitation is deemed to be the most advantageous to the City. A Contractor will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in the ITB and a Notice of Commencement will be issued.

1.1.3 Bid

The written, sealed document submitted by the Proposer according to the ITB instructions. A response to this ITB shall not include any verbal interactions with the City apart from submittal of a formal written submittal.

1.2 CLARIFICATION

Questions regarding this ITB shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Proposers.

1.2.1 Written Addenda

If it becomes evident that this ITB must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage if necessary. A new Bid opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by the Proposers for the preparation of Bid related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the Bid documents. No person is authorized to give oral interpretations of, or make oral changes to the bid. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 BID FORMAT AND SIGNATURES

To receive consideration, Bid must be submitted on the Bid forms as provided by the City. This Invitation to Bid must be resubmitted in its entirety, with all forms executed, and the response forms completely filled out. Bids must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace Doral, FL 33166. Bids by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original Submittal, with three (3) copies in separate 3 ring binders and two (2) CDs containing a PDF file of all documents submitted, must be presented to the City Manager's Office, 8401 NW 53 Terrace Doral, FL 33166 at or prior to the time noted on the bid opening date. Bids received after that time will not be accepted. It will be the sole responsibility of the Contractor to deliver their Bid to the City Manager's Office on or before the closing hour and date indicated. Bids shall be submitted in a sealed envelope/box clearly marked in the exterior "ITB #2018-09, Emergency Debris Removal".

SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

ANY SUBMITTAL RECEIVED AFTER THE STATED OPENING DATE AND TIME SHALL BE REJECTED AND WILL BE RETURNED UNOPENED.

1.6 PUBLIC RECORDS

Upon award recommendation or ten (10) days after the bid opening, whichever is earlier, any material submitted in response to this Invitation to Bid will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Invitation to Bid by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.7 WITHDRAWAL OF BID

A Contractor may, without prejudice, withdraw, modify, or correct the Submittal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing **before the time for opening Bids**. The original Submittal as modified by such writing will be considered as the Submittal Bid submitted by the Contractor. No oral bid modifications will be considered.

1.8 RIGHT TO REJECT ANY AND/OR ALL BIDS

The City reserves the right to reject any and/or all Bids or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Bid, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of Invitation to Bid itself does not in any way constitute a contractual agreement between the City of Doral and the Contractor. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Contractor and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.9 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this bid prior to delivery, it shall

be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.10 INQUIRIES

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at procurement@cityofdoral.com. All inquiries must have in the subject line the following: **ITB #2018-09, Emergency Debris Removal**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Contractors requiring clarification or interpretation of the ITB must submit them via email on or before **5:00 pm EST, Tuesday, May 1st, 2018**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and notified to all potential Contractors. In addition, inquiries and responses may also be posted on the City of Doral procurement website.

1.11 PURPOSE

The purpose of this ITB is to, by means of sealed proposals, invite interested parties to submit their Proposals to provide Emergency Debris Removal Services to the City of Doral in the event of an anticipated or unanticipated natural or man-made disaster. Proposer must have the capability to respond in a timely manner.

1.12 DUE DATE

All Bids are due no later than **Tuesday, May 8th, 2018 at 11:00 A.M.**, EST or any time prior thereto at the City Manager's Office, City Hall, 8401 NW 53 Terrace Doral, FL 33166. All bids received will be publicly opened on the date and the time specified. All bids received after that time shall be returned unopened.

Original Submittal and three (3) copies must be submitted in separate three ring binders. 2 CD copies of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copies must be properly labeled with the Contractors name and **"ITB #2018-09, Emergency Debris Removal"**.

Original submittal and three (3) copies must be submitted in a sealed envelope or box/container clearly marked with the ITB title. EMAILED OR FAXED bids will not be accepted. **The Solicitation Response Form shall be attached to the exterior of the packet.**

Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of bids shall be decided in the favor of the City of Doral. Contractor shall assume full responsibility for timely delivery at the location designated for receipt of Bid. The City of Doral cannot be responsible for bids received after opening time and encourages early submittal. Bids received by the City after the time specified for receipt will not be considered.

All information required by the Invitation to Bid must be supplied to constitute a regular submittal.

1.13 SUBMITTAL EVALUATION

The City will present a Contract to the City of Doral City Council for final approval. The City reserves the right to reject any and all submittals for any reason, and reserves the right to waive any defect and accept any proposal deemed to be in the best interest of the City.

The City will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the ITB. Failure to comply with any mandatory requirements may disqualify a submittal. A Committee may be established to review and evaluate all bids submitted in response to this Invitation to Bid (ITB). The Committee shall conduct a preliminary evaluation of all bids on the basis of the information provided and other evaluation criteria as set forth in this ITB or as reasonably determined by the Committee. The evaluation will consist of, but not limited to, Contractor's professional references, company resources including personnel and equipment, ability to respond to request, including missed commitments, response time, emergencies, business history with the City, if any, as well as with all other public or private entities and the required license and insurance, if applicable. The City of Doral shall be the sole judge in determining Contractor's qualifications.

1.14 EVALUATION CRITERIA

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and bid amounts submitted. The city will review all submittals for bid compliance according to the requirements set forth in this ITB and evaluate the bid submittals in order of the lowest dollar value bid received. In order to be deemed responsive the bids must contain, but not limited to the following:

The Contractor shall have at least three (3) years experience operating under its current business name. The selected Contractor must have the ability to obtain a **100% performance and payment bond** at time of contract. The Contractor shall submit proof of their bonding capacity by means of a letter from their bonding company. A **Bid Bond in the amount of five (5) percent** of the base bid amount is required for this project. The Contractor must have performed work on at least three (3) previous emergency debris removal projects in excess of \$200,000 within the past five (5) years. All of these jobs must have been performed for a governmental entity.

The CITY, at its sole discretion, reserves the right to inspect any / all CONTRACTOR facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the CONTRACTOR, the financial position, experience, staffing, equipment, materials, references, and past history of service to the CITY and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

1.15 AWARD OF CONTRACT

Upon approval of the City Council, a contract shall be awarded to at least three (3) Contractors selected as the most responsible, responsive Contractors; meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject bids from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

1.16 CONTRACT EXTENSION AND TERMS

The City and the successful Contractors shall execute a contract (“Agreement”) within thirty (30) days after Notification of Award based upon the requirements set forth in the ITB through action taken by the City Council at a fully authorized meeting. If the Contractor awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Contractor, or re-advertised, as determined by the City.

1.17 INSURANCE REQUIREMENTS

Successful bidder shall maintain, at their sole expense, during the term of this agreement, insurance requirements in accordance with Exhibit A – Insurance Requirements. The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced in Exhibit A.

1.18 SUBMISSION OF PROPOSAL

1.18.1 Incurred Expenses

The City is not responsible for any expenses which Contractors may incur preparing and submitting bids called for in this Invitation to Bid.

1.18.2 Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Contractor in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

1.18.3 Request for Modifications

The City reserves the right to request that the Contractor(s) modify a proposal/bid to more fully meet the needs of the City.

1.18.4 Bid Acknowledgment

By submitting a bid, the Contractor certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

1.18.5 Acceptance/Rejection/Modification to Bids

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the submittals.

1.18.6 Bid Submittals Binding

All bids submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

1.18.7 Alternate Bids

An alternate bid will not be considered or accepted by the City.

1.18.8 Economy of Preparation

Bids should be prepared simply and economically, providing a straightforward, concise description of the Contractors ability to fulfill the requirements of the bid.

1.18.9 Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals/Qualifications/ Invitation to Bid and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids received from Contractors in response to this Invitation to Bid will become the property of the City of Doral and will not be returned to the Contractor. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.19 SCHEDULE OF EVENTS

Mandatory Pre-Bid Meeting:

Tuesday, April 24th, 2018 at 11:00 a.m. EST
City of Doral - Government Center
Third Floor Training Room
8401 NW 53 Terrace Doral, FL 33166
For directions, please call 305-593-6725

Deadline for Written Questions:

Tuesday, May 1st, 2018 at 5:00 p.m. EST

Deadline for Submittal and Bid Opening:

Tuesday, May 8th, 2018 at 11:00 a.m. EST
City of Doral – Government Center
1st Floor Office of the City Clerk
8401 NW 53rd Terrace, Doral, FL 33166
For directions, please call 305-593-6725

END OF SECTION

2.0 INSTRUCTIONS FOR PREPARING PROPOSALS

2.1 INFORMATION REQUIRED OF CONTRACTOR

Bidders must see Section 3.0 for required deliverables to be included in proposals.

2.2 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to these Sections may be cause for the bid to be considered non-responsive.

2.3 LICENSING

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org.

2.4 QUALIFICATIONS OF BIDDERS

All firms that submit a bid shall meet, but not be limited to, the following minimum qualifications:

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Florida for a five-year period of time immediately preceding this request for proposal. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral.

2. Contractor shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.

3. Bidder must have performed work for a governmental agency on at least three (3) previous emergency debris removal jobs in excess of \$200,000 within the past five (5) years. All of these jobs must have been performed for a governmental entity. **The bidder must show proof of having met these minimum requirements on the "Bidder Qualification Statement" in Section 3.0. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

2.5 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

2.6 ATTACHED FORMS

2.6.1 Non-Collusion Affidavit

Each Contractor shall complete the Non-Collusion Affidavit and shall submit the executed form with the bid. City considers the failure of the Contractor to submit this document to be a major irregularity and shall be cause of rejection of the Bid.

By offering a submission pursuant to this Invitation to Participate, the Contractor certifies that it has not divulged, discussed or compared his/her Bid with other Contractors and has not colluded with any other Contractors or parties to this bid whatsoever. Also, the Contractor certifies, and in the case of a joint bid, each party thereto certifies, as to his/her own organization, that in connection with this Bid.

No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Contractor for the purpose of doing business.

2.6.2 Americans with Disabilities

As part of any bid, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.6.3 Compliance with Equal Employment Opportunity

The Contractor shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Contractor has agreed to undertake by and through the covenants, and provisions set forth in this ITB.

2.6.4 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 to provide any goods or

services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on lease 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

2.6.5 Identical Tie Bids

Whenever two or more bids are equal with respect to price, quality, and service are received by the City, the selection committee will review the time-stamp of the submittal of the ITB to determine the earliest received ITB proposal. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

2.7 COMPLIANCE WITH ORDERS AND LAWS

Successful Contractors shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this ITB and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, City Provision Code

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest

means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s)

Copy of City of Doral Ordinances may be obtained from the City of Doral City Clerk's Office.

2.8 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of City "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or Bid, between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFP, RFQ, and Bid after the advertisement of said RFP, RFQ, or Bid.

The Cone of Silence shall terminate at the beginning of the City Council meeting at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the City Manager will make his/her recommendation to the City Council.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;

- (4) written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/proposers regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITB;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or Bid award to said bidder or proposer voidable by the City Council and/or City Manager.

2.9 Florida Government in the SUNSHINE LAW

As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City of Doral evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

2.10 CANCELLATION

In the event any of the provisions of this bid are violated by the contractor, the City Manager shall give written notice to the contractor stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council of Doral, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

2.11 ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

2.12 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Doral shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

2.13 TERMINATION FOR DEFAULT

If Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Doral. In such event, the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Doral.

2.14 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Doral. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Doral, the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.15 CONFIDENTIALITY

As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

2.16 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City of Doral reserves the right to advertise for, receive, and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/or services as may be available.

2.17 AUDIT RIGHTS AND RECORDS RETENTION

The successful Contractor agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Contractor shall maintain and retain any and all of the aforementioned records for three years after the expiration and/or termination of the agreement.

2.18 CAPITAL EXPENDITURES

Successful Contractor understands that any capital expenditures that the Contractor makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Contractor must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Contractor. If Contractor has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

2.19 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

2.20 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees through and including appellate litigation and any post-judgment proceedings.

2.21 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Contractor, or to create any other similar relationship between the parties.

2.22 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the successful Contractor will include, but not be limited to, the following terms and conditions:

- A. The Contractor shall indemnify, defend and hold harmless the City, its elected officials, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities (collectively referred to as "Liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the service contemplated by this agreement which is, or alleged to be directly, or indirectly caused,, in whole, or in part

by any act of omission, default, or negligence of the contractor, its employees, or sub-contractors.

- B. The Contractors shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Contractor and the City, that the completion time as specified in Contractor's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

END OF SECTION

3.0 TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES

The work covered by the Specifications and Contract Documents includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and services for debris removal which, for the purpose of this bid, shall include the removal of all emergency related debris from streets, avenues, City property, and in certain instances, private property within the City of Doral. **After an emergency event, the contractor will, within two (2) hours of the conclusion of the event, have the specified number of crews and manpower in the City to begin to open and maintain all City roadways to vehicular traffic.** The sequence of these openings will be determined by the City of Doral. When all main streets are open, focus will then be shifted to the secondary roadways within the City right-of-ways. When all streets and avenues are open, focus will shift to debris removal from the City's right-of-ways. Debris will be hauled to a Temporary Debris Staging Reduction Site (TDSRS) within the City of Doral to be determined by the City or directly to a disposal facility. Debris which had been hauled to the TDSRS will be chipped before disposal. Whether or not a TDSRS is used, all material will be hauled to a legal disposal facility permitted by the Florida Department of Environmental Protection (FDEP), the Miami-Dade County Department of Regulatory and Economic Resources (DRER) and approved in advance by the City. All hand loaded trucks will be paid at 50% of volume collected. Immediately upon delivery of the first load to the TDSRS, a separate chipping crew will be set up at the staging area to begin processing the debris. All contractor trucks will be verified for proper registration and insurance as mandated by the state of Florida. The size of the body (cubic yards) will be verified by the City of Doral or its representative, and indicated on the decal placed on the dump truck body. Any and all stumps to be removed must be pre-validated before removal.

3.1.1 Emergency Road Clearance

Removal of debris from the primary transportation routes as directed by the City.

3.1.2 Debris Removal from Public Property

Removal of debris from public right-of-ways or City Facilities. Removal of debris beyond public property as necessary to abate imminent and/or significant threats to the public health and safety of residents.

3.1.3 Debris Removal from Private Property

Should an imminent threat to life, safety and health to the general public be present on private property, the Contractor, as directed by the City, will accomplish the removal of debris from private property.

3.1.4 Temporary Debris Staging and Reduction Site (TDSRS)

The Contractor will prepare and maintain a sufficient number of TDSRS facilities to accept and process all eligible emergency related debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS entry and exit road(s) for the entire

duration of the debris hauling operation, including provisions of stone for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

All debris shall be processed in accordance with local, State and Federal laws, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding. Prior to reduction, all debris shall be segregated by vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

The Contractor shall be responsible for removal of all debris from the TDSRS and for proper grading of the land once operation has been completed, and for placement of new sod if requested by the City.

3.1.5 Generated Hazardous Waste Abatement

Abatement or disposal of hazardous waste identified by the City in accordance with all applicable Federal, State and local laws, standards and regulations.

3.1.6 Debris Disposal

Disposal of all eligible debris, reduced debris, ash and other products of the debris management process will be in accordance with all applicable Federal, State and local laws, standards and regulations.

3.1.7 Documentation and Inspections

Storm debris shall be subject to inspection by the City. Inspections will be to ensure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the City access to all work sites and disposal areas. The Contractor and the City will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Contractor will assist the City in preparation of Federal (FEMA and FHWA) and State reports for any potential reimbursement through the training of City employees and the review of documentation prior to submittal. The Contractor will work closely with the Florida Division of Emergency Management, FEMA, FHWA and other applicable State and Federal Agencies to ensure the eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

3.1.8 Work Areas

The City will establish and approve all areas where the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition.

3.1.9 White Goods

The contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined by the Florida Administrative Code. The Contractor will dispose of all white goods encountered in accordance with applicable

Federal, State and local laws.

3.1.10 Hazardous Stumps

The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the City. The City reserves the right to process stumps based on as per unit or on a yardage basis. Stumps converted to yardage will be based on **FEMA May 15, 2007 publication DAP9523.11** (or latest version) stump conversion table and paid at the per yard regular vegetation rate. Stumps shall be hauled to the TDSRS where they shall be processed in accordance with all applicable Federal, State and local laws, standards and regulations.

3.1.11 Fill Dirt/Material

The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City. All areas to be graded and sod placed. All restored areas to match surrounding areas as closely as possible.

3.1.12 Documentation and Recovery Process

Contractor will provide the following assistance in addition to debris removal:

- a. Recovery process documentation – Create recovery process documentation plan.
- b. Maintain documentation of recovery process.
- c. Provide written and oral status reports as requested by the City.
- d. Review documentation for accuracy and quantity.
- e. Assist in preparation of claim documentation.

3.2 WORK SCENARIOS

3.2.1 Localized

In the event, the Contractor may be called upon to provide retrieval, hauling and/or reduction by chain saw of localized woody debris. The work will more likely be assisting City resources.

3.2.2 Small Event - Wide spread or City-Wide

In this event, the Contractor may provide all necessary supervision, labor and all equipment to clean, remove, haul, recycle and / or dispose of all types of debris with its own resources.

3.2.3 Significant Event - Removal, Reduction, Hauling - Vegetative Debris Only - Widespread or City-Wide

In this event, the Contractor may provide all necessary supervision, labor and all equipment to remove, reduce (grind and mulch) and haul vegetative debris to a disposal site approved for use by FDEP and the City of Doral.

3.2.4 Catastrophic Event - Removal, Reduction, Hauling and Separating Mixed Debris Wide spread or City Wide

In this event, the Contractor may provide all necessary supervision, labor and all equipment to remove reduce, recycle and haul mixed debris to multiple disposal sites, approved for use by FDEP and the City of Doral.

3.2.5 Catastrophic Event - Site Management - City Wide

In this event, the Contractor will be tasked to plan, setup, mobilize equipment, manage, operate and close one or more debris management sites City wide including burn operations. The Contractor will be responsible for all necessary traffic control, weighting, measuring, reduction, recycling and all other necessary operations for the operation of the sites(s) through close out. Proposers shall prove experience with site management and FEMA requirements to qualify for this scope.

3.3 LOCATION OF WORK

Accompanying this specification is an area map indicating main Streets and Avenues within the City of Doral. Existing roadway signs clearly indicate the name of each road. By submitting this bid, the BIDDER certifies that he/she is familiar with the roadways and the proposed scope of work, prior to submitting the bid. The City reserves the right to remove specific locations as deemed appropriate. The City also reserves the right to award the locations to multiple BIDDERS to attain the best possible service and price.

3.4 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Doral. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment.

3.5 REQUIRED EQUIPMENT AND MANPOWER

The Contractor must mobilize the following equipment to one or more locations within the City of Doral, at a minimum of 24 hours (twenty-four hours) prior to the commencement of a known or anticipated event, (Storm or Hurricane). Prior to an event, the Contractor shall stage a minimum of 3 crews at the Doral Police / Public Works Facility, located at 6100 NW 99 Ave. Doral, FL 33178, with the proper capability and personnel to be able to perform the first push. Each crew shall have the proper machinery and tools to remove all debris from public right-of-way and cut out any plant material required to push aside said debris. Within 2 hours (two hours) of the lifting of the hurricane warning as presented over a public information system (radio/television) of the known or anticipated, even the CONTRACTOR will make available all man power necessary to operate said equipment and to carry out all necessary activities to fulfill his contract obligations. The Contractor shall mobilize within 4 hours (four hours) of an unanticipated event after being notified by the City.

3.5.1 Within 2 hours from conclusion of the event a minimum of three crews consisting of the following elements shall be on site ready to execute contract duties:

Crew #1

- Hydraulic bucket-truck with a reach capacity of no less than 50 feet
- Backhoe equivalent of CAT 416 or Deere 310 or larger
- One brush chipper that handles limbs up to 3” diameter
- Two-way communication system between the contractor’s service vehicles and the City of Doral
- One dump truck with a minimum or 14,000-pound gross vehicle weight with chipper box
- Three laborers each with chain saw

Crew #2 & 3

- Same as Crew #1 with the exception of Hydraulic bucket-truck

Within 24 hours from conclusion of the event three additional crews for a total of six crews will be on site.

Crew #4-5-6

- Same as Crew #1 with the exception of Hydraulic Bucket-truck & Backhoe

A full time Supervisor for City of Doral contract operation shall be provided at all times.

3.5.2 Within 4 hours of an unanticipated event once CONTRACTOR has been notified by the City of Doral the same requirements should be met as enumerated in Section 3.5.1 above

3.6 STORAGE AND MOBILIZATION FACILITY

A minimum of 24 hours prior to a known or anticipated event the contractor will mobilize all equipment as outlined in item 3.5.1 to one or more facilities within the City of Doral to be provided by the Contractor.

3.7 SPECIAL CONTRACT REQUIREMENTS

3.7.1 The President / Chief Operating Officer of the contracting firm must be available to attend meetings with the City within 24 hours of notification.

3.7.2 During emergency recovery efforts the contractor must be available 24 hours per day, 7 days per week, for the work detail that may include, but is not limited to, the supply of six work crews as outlined in item 3.5.1 and 3.5.2.

3.7.3 All Contractors’ vehicles must be clearly marked as being a licensed contractor working for the City of Doral and employees wearing a uniform that identifies the company name at all times.

- 3.7.4** Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series,) the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.
- 3.7.5** The contractor's owner, or supervisor employee of the contractor approved by the City, must be on 24-hour call, for emergency purposes until the City releases the Contractor from service. Emergency contact information for both the primary contact and a backup must be supplied to the City, (office, home, cell, Nextel) if communication systems are down the emergency contact must be available via satellite phone.
- 3.7.6** The contractor, on an immediate and first priority basis, shall be available to the City to clear roadways or access areas in the event of an Act of God (i.e. storm, hurricane, tornado, earthquake), act of terrorism or an accident that causes a block on a roadway or pedestrian area, or any other emergency deemed adequate to affect an activation by the City Manager or appointee.
- 3.7.7** Each May 1st the Contractor shall submit, for City approval, a hurricane mobilization and preparedness plan specifically relating to manpower, equipment and scheduling.
- 3.7.8** No fuels, oils, solvents or similar materials are to be disposed of in any catch basins. The contractor must closely adhere to local, state and Federal Environmental Protection Agency requirements and is responsible for all non-compliance penalties. The contractor is responsible for diesel fuel / gasoline for his vehicles and if stored within the City must conform to all local, state, federal guide lines / regulations.

3.8 SAFETY

- 3.8.1** The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:
- 3.8.2** All employees and other persons who may be affected thereby. The Contractor shall ensure that all employees use proper safety equipment such as but not limited to, hard hat, safety glasses, ear plugs, work boots (with safety toe,) gloves, and rain gear.
- 3.8.3** All the work and all materials or equipment to be incorporated therein, whether in storage or outside of the City
- 3.8.4** The contractor will designate a responsible member of their organization within the City whose duty shall be the prevention of accidents. This person shall be the Contractor's Supervisor unless otherwise designated in writing by the Contractor to the City.

- 3.8.5** In emergencies affecting the safety of persons or the work or property within the City or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the City prompt written notice of any significant changes in the work or problems caused thereby.
- 3.8.6** The Contractor, shall at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies and in Particular, the City of Doral Police Department, before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire equipment shall be provided and maintained at all times.
- 3.8.7** Any and all damage associated with debris removal operations shall be restored to pre-existing condition at the Contractors expense.
- 3.8.8** The Contractor must contact Sunshine State One Call of Florida, Inc. at (800) 432-4770 for location of utilities prior to starting any excavation.
- 3.8.9** DEFECTIVE WORK – The City will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective,) or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection.

3.9 FORM FHWA-1273

Inclusion of form FHWA-1273, Exhibit B, is required by FHWA to be physically incorporated into all prime and subcontractor contracts and not only referenced.

3.10 LIQUIDATED DAMAGES

The City and the Contractor recognize that time is of the essence in this Contract and that the CITY may suffer financial loss if the Work or a specific task does not commence on the requested date or within the specified timeframe. The Contractor also recognizes difficulty in estimating the cost associated with delays in starting the services on the requested date or within the specified timeframe. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City \$1,000.00 for each calendar day that expires after a seven (7) day period from the official date of the requested task, which excludes the time frame required for the "first push".

Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City

as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to start and complete the services on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from and retain out moneys which may be then due or which may become due and payable to the Contractor, the amount of such liquidated damages, the Contractor shall pay in full such liquidated damages.

END OF SECTION

4.0 FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS ON PAGES 31-85 IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

STATEMENT OF NO RESPONSE
ITB #2018-09

**FOR BIDDERS SUBMITTING TO THIS OPPORTUNITY, YOU MAY WRITE “N/A”
ON THIS FORM.**

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Manager’s Office 8401 NW 53rd Terrace Doral, FL 33166. Failure to respond may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a proposal on the above because of the following reasons:

- _____ Specifications/Scope of Work too “tight”, i.e., geared toward brand or manufacturer only (explain below)
- _____ Insufficient time to respond
- _____ We do not offer this product, service or an equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: N/A

CONTRACTOR INFORMATION WORKSHEET

ITB #2018-09

COMPANY/AGENCY/FIRM NAME: DRC Emergency Services, LLC

ADDRESS: 110 Veterans Boulevard, Suite 515, Metairie, LA 70005

BUSINESS EMAIL ADDRESS: Kfuentes@drcusa.com PHONE No.: (888) 721-4372

CONTACT PERSON & TITLE: Kristy Fuentes Vice President/ Secretary/ Treasurer

CONTACT EMAIL ADDRESS: Kfuentes@drcusa.com PHONE No.: (504) 482-2848

BUSINESS HOURS: DRC Emergency Services is available 24 hours a day, 7 days a week

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE **LLC**

BUSINESS IS A: (circle one) PARENT **SUBSIDIARY** / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: September 12, 2001

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if different from address provided above): Same address as above.

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE CONTRACTOR:

Kristy Fuentes VP/ Secretary/ Treasurer (504) 482-2848
(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(Resumes of individuals named on this sheet must be included in Contractor's deliverables)

CONTACT'S SIGNATURE: 

DATE: 5/4/18

BIDDER QUALIFICATION STATEMENT

ITB #2018-09

The BIDDER's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation and Contractor selection.

The following minimum experience is required for this project:

Bidder must have performed work in at least three (3) previous emergency debris removal jobs in excess of \$200,000 within the past five (5) years. All of these jobs must have been performed for a governmental entity.

ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

- | | | |
|----|-----------------------|---|
| 1. | Project Name/Location | Debris Removal and Disposal - Hurricane Irma (DR-4337) - Miami, FL |
| | Owner Name | Miami, FL |
| | Contact Person | Mario Nunez |
| | Contact Telephone No. | (305) 960-2804 |
| | Email Address: | Mfnunez@miamigov.com |
| | Yearly Budget/Cost | Estimated \$7,700,000.00 |
| | Dates of Contract | From: <u>September 2017</u> To: <u>Present</u> |
| 2. | Project Name/Location | Disaster Debris Removal and Disposal Hurricane Matthew (DR-4283) City of Daytona Beach, |
| | Owner Name | City of Daytona Beach, FL |
| | Contact Person | David Waller |
| | Contact Telephone No. | (386) 671-8681 |
| | Email Address: | Wallerd@codb.us |
| | Yearly Budget/Cost | \$3,861,220.75 |
| | Dates of Contract | From: <u>October 2016</u> To: <u>December 2016</u> |

3. Project Name/Location Louisiana Severe Storms and Flooding (DR-4277) - Ascension Parish

Owner Name Ascension Parish, Louisiana

Contact Person Mike Enlow

Contact Telephone No. (225) 450-1326

Email Address: Menlow@apgov.us

Yearly Budget/Cost \$5,903,607.61

Dates of Contract From: August 2016 To: July 2017

END OF SECTION

INSERT RESUME(S) AND EXPERIENCE OF THOSE INDIVIDUALS WHO WILL BE ASSIGNED TO THIS PROJECT AS PROJECT MANAGER AND/OR PROJECT TEAM

KEY PERSONNEL/PROJECT TEAM

DRC, its subcontractors, and/or personnel list among their accomplishments, membership in many professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement



John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 20 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process

Kurt Thormahlen, General Manager

As a former United States Marine Major with worldwide command, and control oversight in expeditionary and contingency operations, Mr. Thormahlen served as a Helicopter Pilot and Operations Manager in Hawaii, Iraq and Afghanistan. He currently serves as Division Manager, Response at Sullivan Land Services, Ltd. where he is responsible for seeking out and managing business development efforts related to immediate disaster response and recovery projects. Additionally, he is in charge of responding to the Request for Proposals and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts. He received his Bachelor of Business Administration/Management from Texas A&M University.



FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-200.b, IS-632.a, IS-700.a, IS-2900



Mark Stafford, Vice President of Response and Recovery

Mr. Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mark has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities.

Prior to joining DRC, Mark was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.

FEMA Certifications: IS-5.a, IS-11.a, IS-33.17, IS-35.17, IS-100.pwb, IS-106.17, IS-200.b, IS-315, IS-317, IS-546.a, IS-547.a, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907, IS-2900

Other Certifications: Hazwoper

Kristy Fuentes, Vice President of Compliance and Administration

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.



Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the "Katrina Car and Vessel" contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

"They provided a service that exemplifies the dedication of DRC Emergency Services to its customers."

– Jason C. Eaton, Logistics Section Chief, Commonwealth of Virginia

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-29, IS-37.17, IS-42, IS-100, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-700, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-906, IS-907, IS-909, IS-2900

Other Certifications: Hazwoper

Joe Newman, Vice President of Operations

With more than 12 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike.

In 2008, Mr. Newman responded to the devastation in Galveston following Hurricane Ike and as a Program Manager, he oversaw the collection, processing and recycling/disposal of over 1 million cubic yards of debris. He has been involved in projects in various capacities, including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

In May of 2015, Mr. Newman responded to the historic floods meeting the needs of Texas Department of Transportation and the Houston Solid Waste Department. He was tasked with tracking all debris operations.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900

Other Certifications: Hazwoper



Sam Dancer, Project Manager

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port Au Prince, Haiti earthquake.

Most recently, his projects have included St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; and the City of New Orleans, LA, Strategic Demolition for Economic Recovery project.



FEMA Certifications: IS-3, IS-5.a, IS-10.a, IS-11.a, IS-29, IS-33.17, IS-37.17, IS-42, IS-60.b, IS-75, IS-100.a, IS-100.b, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pwb, IS-100.sca, IS-106.17, IS-200.a, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-241.b, IS-244.b, IS-315, IS-317, IS-324.a, IS-325, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-914, IS-1150, IS-2900

OSHA Certifications: OSHA-105, OSHA-115, OSHA-150, OSHA-151, OSHA-152, OSHA-602, OSHA-603, OSHA-605, OSHA-612, OSHA-700

Other Certifications: ADEM – QCI Certification, Hazwoper, Access to HSIN granted by the Department of Homeland Security for Louisiana, Mississippi, and the EM Site



Lisa Garcia, Contracts Manager

Ms. Garcia has overseen DRC's contracts since 2010, maintaining contractual records and documentation, such as receipt and control of all contract correspondence. She's also responsible for applying, renewing and activating general contractor licenses nationwide, and other authorizations and pre-qualifications. Projects on which she provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers include the BP Oil Spill Clean Up and Hurricane Isaac Recovery, as well as numerous demolition and DOT jobs. Prior to joining DRC, Ms. Garcia provided administrative assistance for emergency response projects involving FEMA protocol. She is FEMA NIMS 300, 400, 700 certified.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-37.17, IS-42, IS-100.a, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-201, IS-244, IS-315, IS-317, IS-324.a, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907, IS-909, IS-2900

Other Certifications: Hazwoper

Please see Résumés and Project and Personnel Experience Matrix attached



JOHN SULLIVAN

PRESIDENT

110 Veterans Boulevard, Suite 515 • Metairie, LA 70005
 (888) 721-4372 • jsullivan@sullivaninterests.com

INTRODUCTION

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries. With over 20 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process

EDUCATION

Texas A&M University – College Station, Texas
Bachelor of Science – Construction Science

OTHER CERTIFICATIONS

OSHA Safety Certification

USACE Contractor Quality Management

NOTABLE PROJECTS

Hurricane Maria – 2017

Hurricane Irma – 2017

Hurricane Harvey – 2017

Hurricane Matthew -2016

Louisiana Severe Storms and Flooding (DR-4277) – 2016

Winter Storm Jonas – 2015

Houston, TX Flood -2015

EXPERIENCE

NYC Build It Back Program – City of New York, NY

- Program/construction management for the reconstruction, rehabilitation and elevation of over 700 homes in Staten Island. CDBG-DR funded project for New York City restoring homes damaged by Hurricane Sandy.

New York City Rapid Repairs Program – New York, NY

- Repair of over 1,700 homes throughout the five boroughs of New York following Hurricane Sandy. All repairs performed in a four-month period and included mechanical, electric and plumbing.

FEMA Galveston County Emergency Housing – Galveston County, TX

- Involved the complete development of two former athletic fields into fully-functional manufactured home communities totaling 106 units. Both projects were completed in 28 days.

USACE GIWW Willacy County Dredging – Harlingen, TX

- Dredging of approximately 423,000 cubic yards of material in Gulf Intracoastal Waterway and disposal in designated USACE placement areas.

Port of Harlingen Maintenance Dredging – Harlingen, TX

- Maintenance dredging of Port of Harlingen dock facilities. Dredging of approximately 58,000 cubic yards of material and disposal in POH placement areas.

Port of Galveston Maintenance Dredging - Galveston, TX

- Annual contract for maintenance dredging of Port of Galveston dock areas and shipping channel. Dredging of approximately 70,000 cubic yards of material per dredging cycle.

Port of Houston Maintenance Dredging - Houston, TX

- Maintenance dredging of Bayport Wharf 3 facility. Dredging of approximately 53,000 cubic yards of material and disposal in POH placement areas.

Galveston Pilots Association Dredging - Galveston, TX

- Dredging of GPA facility to create proper draft for incoming vessels. The slips had not been dredged in over ten years, which allowed for a substantial amount of siltation. Over 10,000 cubic yards of material was removed to create 15-foot draft at vessel slips.

Texas International Terminals Levee, Dredge & Bulkhead Construction - Galveston, TX

- Creation of new placement areas, reconstruction & reinforcement of 25 acres of existing levees, dredging of over 150,000 cubic yards of material from facility basin and slips, repair and replacement of existing bulkheads, new fendering systems and dolphin installation.

LBC Terminals Levee Construction & Dredging - Houston, TX

- Creation of a new 10-acre dredge spoil placement area at Houston Ship Channel facility and dredging of 40,000 cubic yards of spoil material.



KURT THORMAHLEN

GENERAL MANAGER

110 Veterans Boulevard, Suite 515 • Metairie, LA 70005
(888) 721-4372 • Kthormahlen@drcusa.com

INTRODUCTION

As a former United States Marine Major with worldwide command, and control oversight in expeditionary and contingency operations, Mr. Thormahlen served as a Helicopter Pilot and Operations Manager in Hawaii, Iraq and Afghanistan. He currently serves as Division Manager, Response at Sullivan Land Services, Ltd. where he is responsible for seeking out and managing business development efforts related to immediate disaster response and recovery projects. Additionally, he is in charge of responding to the Request for Proposals and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts. He received his Bachelor of Business Administration/Management from Texas A&M University.

EDUCATION

United States Marine Corps Expeditionary Warfare School – Quantico, Virginia
2012

Naval Postgraduate School of Aviation Safety – Pensacola, Florida
2009

Texas A&M University – College Station, Texas
Bachelor of Business Administration/Management – 2003
Corps of Cadets, Company E-1 – 1998-2002

PROMINENT CERTIFICATIONS

FEMA IS-100.b	Introduction to Incident Command System, ICS-100
FEMA IS-100.pwb	Introduction to the Incident Command Systems (ICS 100) for Public Works
FEMA IS-00632.a	Introduction to Debris Operations
FEMA IS-700.a	National Incident Management System (NIMS) An Introduction

OTHER CERTIFICATIONS

FEMA IS-33.17	FEMA IS -200.b
FEMA IS-35.17	FEMA IS-2900

NOTABLE PROJECTS

Hurricane Maria – 2017	Louisiana Severe Storms and Flooding (DR-4277) – 2016
Hurricane Irma – 2017	Winter Storm Jonas – 2015
Hurricane Harvey – 2017	Houston, TX Flood -2015
Hurricane Matthew -2016	

EXPERIENCE

DRC Emergency Services LLC – New Orleans, Louisiana
Senior Vice President, General Manager – January 2016 – Present

SLSCO, Ltd. – Galveston, Texas
Division Manager/Response-January 2015-Current

- Responsible for seeking out, and managing the business development efforts for SLS Response related to immediate and opportunistic disaster response and recovery projects.
- In charge of responding to RFP's and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts.

DYNCORP INTERNATIONAL – Kabul, Afghanistan

Helicopter Pilot in Command/ Air Mission Commander- December 2013-December 2014

- In charge of cross agency planning and the safe operation of the CH-46E helicopter in support of the United States Department of State, the U.S. Embassy Kabul, Afghanistan, and International Narcotics and Law Enforcement.
- Planned, briefed, and executed large scale helicopter missions in Afghanistan while coordinating with U.S. Dept. of State, U.S. Drug Enforcement Agency, U.S. Dept. of Defense, Afghan National Army, Afghan National Police, and other government agencies.
- Managed the training and currency of 20 pilots in Kabul, Kandahar, and Herat, Afghanistan
- Led the aviation mission for the deactivation of the U.S. Consulate in Herat, Afghanistan.

UNITED STATES MARINE CORPS

Major/Pilot

Marine Helicopter Squadron One (HMX-1) – May 2012-November 2013

- Served as the executive lift helicopter pilot for the President of the United States (Marine-1), The Vice President, Congressmen, and other VIP's worldwide while maintaining a Top Secret Sensitive Compartmented Information Clearance (TS/SCI)
- Operations Manager- Scheduled and tracked over 2000 flight hours with four different Type/Model/Series aircraft in support of the White House Military Office worldwide and in conjunction with the President of the United States travel. Operations liaison between squadron and the White House Military Office.
- Aviation Safety Manager- Managed and led a team of 8 Marines that were the Commanding Officer's safety representative. Trained in mishap investigations and prevention. Commanding Officers sole point of contact for all issues involving aviation safety.

Heavy Marine Helicopter Squadron 363 (HMH-363)-June 2003-June 2011.

- Operations Manager- Scheduled and tracked squadron flight operations while serving in Hawaii, Iraq, and Afghanistan.
- CH-53 helicopter instructor pilot. Led logistics and direct-action operations in Afghanistan under strict timelines and intense pressure. Managed the maintenance, material condition, and mission readiness of 16 helicopters valued over \$800M and over \$2M of tools and support equipment. Led 250+ employees encompassing 10 occupational fields and 8 work centers. Managed 40 aviation maintenance programs, including training, safety, and quality assurance.
- Implemented Lean and process improvement to maximize efficiency and productivity. Achieved a 20% increase in mission readiness despite a decrease in resources.
- Implemented a training plan that delivered an 83% increase in key personnel qualifications.
- Led a department that accomplished 100% of assigned objectives in Afghanistan.
- Decorated with the Air Medal for flight in combat and for superior performance in combat.
- Planned, supervised, and executed movement of 11 helicopters and 280 Marines from Hawaii to Iraq for Operation Iraqi Freedom 08.2.
- Aviation Safety Manager- Managed and led a team of 5 Marines that were the Commanding Officer's safety representative during a combat deployment to Iraq. Trained squadron members in accident prevention and investigation. Zero squadron accidents while serving as the Aviation Safety Manager.
- Trained and developed 20+ pilots for operations in Iraq. Managed 12 ground and aviation safety programs. Ensured unit operations complied with Marine, Navy, FAA, OSHA, and state of Hawaii regulations.
- Achieved a 100% success rate for all programs during a Commanding General's readiness inspection, with one "model" program identified.



MARK STAFFORD

VICE PRESIDENT OF RESPONSE AND RECOVERY

110 Veterans Boulevard, Suite 515 · Metairie, LA 70005
(888) 721-4372 · Mstafford@drcusa.com

INTRODUCTION

Mr. Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mark has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities. Prior to joining DRC, Mark was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.

EDUCATION

University of Southwest Louisiana – Lafayette, Louisiana

Bachelor of Science in Business Administration – 1980

Media Training School – Dallas, Texas

Advanced Management Program

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.pwb Introduction to the Incident Command System

FEMA IS-200.b ICS for Single Resources and Initial Action Incident, ICS-200

FEMA IS-700.a National Incident Management System (NIMS), An Introduction

FEMA IS-702.a NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-5.a

FEMA IS-315

FEMA IS-706

FEMA IS-803

FEMA IS-11.a

FEMA IS-317

FEMA IS-775

FEMA IS-806

FEMA IS-33.17

FEMA IS-546.a

FEMA IS-800.b

FEMA IS-906

FEMA IS-35.17

FEMA IS-547.a

FEMA IS-801

FEMA IS-907

FEMA IS-106.17

FEMIA IS-660

FEMA IS-802

FEMA IS-2900

NOTABLE PROJECTS

Hurricane Maria – 2017

Hurricane Irma – 2017

Hurricane Harvey – 2017

Hurricane Matthew -2016

Louisiana Severe Storms and Flooding (DR-4277) – 2016

Winter Storm Jonas – 2015

Houston, TX Flood -2015

Winter Storm Pax – 2014

Midwestern Tornado Outbreak – 2013

Hurricane Isaac – 2012

Hurricane Irene – 2011

BP Oil Spill – 2010

Hurricane Gustav – 2008

Hurricane Ike – 2008

Hurricane Wilma – 2006

Hurricane Rita – 2005

Hurricane Ophelia – 2005

Hurricane Katrina – 2005

Hurricane Dennis – 2005

EXPERIENCE**DRC Emergency Services LLC – New Orleans, Louisiana***Vice President of Response and Recovery* – January 2016 – Present*Chief Executive Officer* – December 2013 – January 2016*Director-Business Development* – January 2013 – December 2013*Partner and Chief Operating Officer* – September 2005 – January 2013**Allied Waste Systems, Baton Rouge Louisiana***District Manager* – April 2002 – September 2005**DRC, INC. – Mobile, Alabama/New Orleans, Louisiana***Regional Manager* – April 2000 – April 2002

- Negotiated and managed local/FEMA-funded government contracts; developed and produced RFPs. Provided technical assistance to government entities. Advised government on 44CFR issues. Represented local government in handling FEMA issues.
- Managed construction contracts in the Southern United States and Honduras.
- Managed marketing and operations for disaster recovery work. Conducted negotiations and hired subcontractors. Provided volume and cost estimates.
- Developed/managed incinerator projects, working closely with various political bodies.
- Provided environmental consulting services for government and private industry.
- Responsible for business development. Produced business models.
- Negotiated with USAID relating to multiple construction contracts in Honduras to resolve contract disputes.
- Gained the aid of U.S. embassy on behalf of company.
- Designed company's marketing program.

Waste Management, Inc. – New Orleans, Louisiana*Division President/General Manager* – August 1996-February 2000**Waste Management, Inc. - Baton Rouge and South Louisiana Division – Baton Rouge, Louisiana***District Manager* – July 1995-August 1996

- In final (New Orleans) assignment, held responsibility for commercial, residential, South Louisiana, and transfer divisions, with five satellite operations and a total of 500 personnel and 200+ vehicles serving 470,000 residences and 5000+ commercial and industrial accounts.
- Directed a \$70 million operation, with responsibility for profitability as well as administrative and financial structure and accountability; allocation of assets; financial projections and results; and other financial matters detailed previously for an operation providing a full array of environmental services, from industrial waste transportation and disposal to hospital and commercial waste collection and transportation to street sweeping services and disposal of municipal waste to leasing of modular offshore buildings.
- Structured five-year profit enhancement plan establishing goals for commercial revenue growth, price increases, incentive-based productivity improvement (focus on target marketing and productivity increases), long-term fixed vendor pricing, and requirements for R.O.I. analysis on capital purchases, minimum return requirements, and conversion to incentive-based compensation to limit annual wage increases.
- Oversaw sales and marketing efforts as well as daily operations and equipment maintenance; approved marketing plans; formulated and approved major bids/requests for proposals. Formulated and approved contract operating plans, acquisitions and mergers. Hired and worked closely with department managers to develop budgets and identify areas of potential cost savings. Purchased capital equipment. Negotiated favorable vendor pricing, maintenance labor agreements and contracts.
- Taught seminars; conducted workout team training and Effective Supervision training (beginning and advanced) for supervisors and managers in two states. Served as facilitator for company-wide leadership development training.
- Participated in grievance hearings and occasional arbitration hearings.

- Established and maintained strong and lasting community, political, media and Teamster relationships. Initiated and authorized political activities and contributions. Lobbied state legislature on transportation and environmental issues; state and local officials to obtain municipal contracts. Participated in numerous public hearings statewide. Represented company before other public bodies and at political functions.

Waste Management, Inc. - Commercial/Residential, New Orleans & St. Tammany Divisions - New Orleans, Louisiana

General Manager - February 1989-July 1995

Assistant General Manager - March 1988-February 1989

Waste Management, Inc. - Acadiana - Lafayette, Louisiana

Manager of Special Projects - January 1987-March 1988

Sales Manager - September 1985-January 1987

Camel Industries - Lafayette, Louisiana

Co-founder/Manager - December 1980-September 1985

- Co-founded this commercial environmental services company. Built operation from its inception to \$3 million in annual sales volume before its 1985 sale to Waste Management.



KRISTY FUENTES

VICE PRESIDENT OF COMPLIANCE AND ADMINISTRATION

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INTRODUCTION

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance. Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the “Katrina Car and Vessel” contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels. Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

EDUCATION

University of New Orleans – New Orleans, Louisiana

Marketing – 1993

Southeastern Louisiana University – Hammond, Louisiana

Marketing – 1992-1993

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.b Introduction to Incident Command System, ICS-100

FEMA IS-100.pwb Introduction to the Incident Command System

FEMA IS-632.a Introduction to Debris Operations

FEMA IS-633 Debris Management Plan Development

FEMA IS-634 Introduction to FEMA’s Public Assistance Program

FEMA IS-700 National Incident Management System (NIMS), An Introduction

FEMA IS-702.a NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-5.a

FEMA IS-200.b

FEMA IS-453

FEMA IS-802

FEMA IS-10.a

FEMA IS-201

FEMA IS-546.a

FEMA IS-803

FEMA IS-11.a

FEMA IS-241.b

FEMA IS-547.a

FEMA IS-804

FEMA IS-29

FEMA IS-244.b

FEMA IS-706

FEMA IS-906

FEMA IS-37.17

FEMA IS-315

FEMA IS-775

FEMA IS-907

FEMA IS-42

FEMA IS-317

FEMA IS-800.b

FEMA IS-909

FEMA IS-106.17

FEMA IS-324.a

FEMA IS-801

FEMA IS-2900

NOTABLE PROJECTS

Hurricane Maria – 2017	Hurricane Isaac – 2012
Hurricane Irma – 2017	Hurricane Irene – 2011
Hurricane Harvey – 2017	BP Oil Spill – 2010
Hurricane Matthew -2016	Hurricane Gustav – 2008
Louisiana Severe Storms and Flooding (DR-4277) – 2016	Hurricane Ike – 2008
Winter Storm Jonas – 2015	Hurricane Wilma – 2006
Houston, TX Flood -2015	Hurricane Rita – 2005
Winter Storm Pax – 2014	Hurricane Ophelia – 2005
Midwestern Tornado Outbreak – 2013	Hurricane Katrina – 2005
Super Storm Sandy – 2012	Hurricane Dennis – 2005

EXPERIENCE**DRC Emergency Services, LLC – New Orleans, Louisiana*****Chief Executive Compliance Officer – October 2014-present***

- Overall day-to-day responsibility for directing the DRC ES ethics, business conduct and government contracting compliance programs (“Programs”). Ensure that all executives and employees have ethics training on an annual basis and that the Code provides compliance guidance appropriate to the size and nature of DRC ES business.

Vice President of Business Development – 2013-present

- Management of DRC’s marketing, sales and communications functions, providing client relations and assistance in the areas of planning, program management, disaster response, demolition contracting and regulatory compliance

Regional Manager – 2005-2013

- Management and oversight for all Louisiana projects since 2005, including Hurricanes Katrina, Gustav, Ike and Isaac recovery with state and local agency contracts.
- Specialty project management including “Katrina Vehicle and Vessel” recovery in the State of Louisiana for the Department of Environmental Quality, South Shore Harbor Vessel Removal, debris removal, marine debris removal and demolition programs in four parishes, including asbestos removal
- Managed contract and government relations in major disasters throughout the United States including but not limited to the Alabama tornados, Hurricane Irene in Maryland and New York, Hurricane Sandy, Ice Storm recovery in North and South Carolina
- Coordination of multi-million-dollar shipment of all necessary materials and supplies to Haiti to erect a 350-man workforce housing facility in support of a US State Department work camp

Lash Homes, Inc. – Chalmette, Louisiana***Project Management – 1998-2004***

- Managed material, machinery and people for construction projects throughout New Orleans
- Ensured the safety of the employees
- Responsible for timely completion of projects

Casey, Babin and Casey – New Orleans, Louisiana***Real Estate Closing Coordinator – 1998-2004***

- Arranged and managed documents for the legal proceedings containing real estate transactions
- Scheduled and orchestrated multiple real estate transactions daily



JOE NEWMAN

VICE PRESIDENT OF OPERATIONS

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INTRODUCTION

With more than 12 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike. In 2008, Mr. Newman responded to the devastation in Galveston following Hurricane Ike and as a Program Manager, he oversaw the collection, processing and recycling/disposal of over 1 million cubic yards of debris. He has been involved in projects in various capacities, including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts. In May of 2015, Mr. Newman responded to the historic floods meeting the needs of Texas Department of Transportation and the Houston Solid Waste Department. He was tasked with tracking all debris operations

EDUCATION

Highschool Diploma

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial
 FEMA IS-100.b Introduction to Incident Command System, ICS-100
 FEMA IS-00632.a Introduction to Debris Operations
 FEMA IS-702.a NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-33.17
 FEMA IS-35.17
 FEMA IS-100.pwb
 FEMA IS-2900

NOTABLE PROJECTS

Hurricane Maria – 2017
 Hurricane Irma – 2017
 Hurricane Harvey – 2017
 Hurricane Matthew -2016
 Louisiana Severe Storms and Flooding (DR-4277) – 2016
 Houston, TX Flood -2015
 Tornado Outbreak – 2011
 Hurricane Gustav – 2008
 Missouri Ice Storm – 2007
 New York Ice Storm – 2006
 Hurricane Katrina – 2005
 Hurricane Dennis – 2005

EXPERIENCE

DRC Emergency Services, LLC – New Orleans, Louisiana
Vice President of Operations – March 2017 – Present
Program Manager – 2003 – March 2017

- On-ground execution of projects
- Crew oversight
- Schedule adherence
- Resource utilization

- Qualify/safety and regulatory compliance

United States Army

Army Ranger - 1995-2000

- Ranger Indoctrination Program (RIP)
- Primary Leadership Development Course (PLDC)
- Airborne School



SAM DANCER

PROJECT MANAGER

110 Veterans Boulevard, Suite 515 • Metairie, LA 70005

(888) 721-4372 • Sdancer@drcusa.com

INTRODUCTION

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port au Prince, Haiti earthquake. Most recently, his projects have included St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; and the City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

EDUCATION

Southeastern Louisiana University – Hammond, LA

Computer Science – Fall 1980, Fall 1981, Spring 1982

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.b	Introduction to Incident Command System, ICS-100
FEMA IS-100.pwb	Introduction to the Incident Command System
FEMA IS-632.a	Introduction to Debris Operations
FEMA IS-633	Debris Management Plan Development
FEMA IS-634	Introduction to FEMA's Public Assistance Program
FEMA IS-700	National Incident Management System (NIMS), An Introduction
FEMA IS-702.a	NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-3	FEMA IS-100.fwa	FEMA IS-317	FEMA IS-706	FEMA IS-812	OSHA-150
FEMA IS-5.a	FEMA IS-100.hcb	FEMA IS-324.a	FEMA IS-775	FEMA IS-813	OSHA-151
FEMA IS-10.a	FEMA IS-100.he	FEMA IS-325	FEMA IS-800.b	FEMA IS-906	OSHA-152
FEMA IS-11.a	FEMA IS-100.leb	FEMA IS-394.a	FEMA IS-801	FEMA IS-907	OSHA-602
FEMA IS-29	FEMA IS-106.17	FEMA IS-405	FEMA IS-802	FEMA IS-909	OSHA-603
FEMA IS-33.17	FEMA IS-200.b	FEMA IS-420	FEMA IS-803	FEMA IS-912	OSHA-605
FEMA IS-36	FEMA IS-200.hca	FEMA IS-421	FEMA IS-804	FEMA IS-914	OSHA-612
FEMA IS-37.17	FEMA IS-201	FEMA IS-453	FEMA IS-807	FEMA IS-1150	OSHA-700
FEMA IS-42	FEMA IS-230.d	FEMA IS-546.a	FEMA IS-807	FEMA IS-2900	OSHA-815
FEMA IS-60.b	FEMA IS-241.b	FEMA IS-547.a	FEMA IS-809	OSHA-105	OSHA-852
FEMA IS-75	FEMA IS-244.b	FEMA IS-660	FEMA IS-810	OSHA-115	
FEMA IS-100.fda	FEMA IS-315	FEMA IS-703.a	FEMA IS-811		

NOTABLE PROJECTS

Hurricane Irma – 2017
 Hurricane Harvey – 2017
 Louisiana Severe Storms and Flooding (DR-4277) – 2016
 Houston, TX Flood -2015

Winter Storm Pax – 2014
 Midwestern Tornado Outbreak – 2013
 Super Storm Sandy – 2012
 Hurricane Isaac – 2012

Hurricane Irene – 2011
 BP Oil Spill – 2010
 Hurricane Gustav – 2008

Hurricane Ike – 2008
 Hurricane Rita – 2005
 Hurricane Katrina – 2005

EXPERIENCE

DRC Emergency Services LLC – New Orleans, Louisiana

Project Manager – 2013 – Present

- Manages all phases of assigned projects, ensuring contractual obligations are met and accountable for the personnel and equipment onsite. Projects include St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

The Country Club – New Orleans, Louisiana

Security Supervisor – 2013

- Maintained a safe environment for employees and patrons at a high-profile restaurant and nightclub; monitored activity via recorded digital CCTV and through live indoor and outdoor surveillance; ensured security staff members were properly trained in all methods of surveillance, guest service, non-violent crisis intervention and documentation of events.

Defcon 1–Pearl River, Louisiana

Owner/Operator – 2012-2013

- Managed all operations of a personally owned business which involved the retail sales of law enforcement and military apparel and equipment and provided contract security for private parties, events and VIP escort services.

Cahaba Disaster Recovery (acquired by DRC) – Mobile, Alabama

Project Manager – 2008-2012

- Directed all phases of disaster-related projects from contract activation to final closeout; coordinated mobilization of subcontractors and ensured crews in the field operated in accordance with OSHA and DEQ regulations; maintain effective communication with local governing bodies, FEMA, Army Corps of Engineers and monitoring firms. Recovery projects included areas impacted by Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and Port au Prince, Haiti earthquake

Bourbon Blues Company – New Orleans, Louisiana

Security – 2008

- Provided a safe environment for the employees and patrons by ensuring rules regarding the service of alcoholic beverages to patrons by the bar staff were followed; communicated effectively with NOPD in regard to serious incidents occurring at the bar and submitted written reports to law enforcement and management

Omni-Pinnacle Emergency Response – Slidell, Louisiana

Field Supervisor – 2005-2008

- Managed the day-to-day activities of crews and employees in the field, including operations involving tree cutting, debris removal, debris disposal, waterway clearing and residential and commercial demolition; ensured that FEMA, OSHA, DEQ and contractual obligations are met; project involvement included Hurricanes Katrina and Rita in unincorporated St. Tammany Parish, LA and Wilma in Indian River County, FL

Target Corporation (Mervyn's and Target) – Multiple Locations

Key Store Investigator, Field Assets Protection Team Leader, Executive Team Leader-Assets Protection - 1994-2005

- Implemented company-directed safety and shortage plans as well as creating store-based plans in accordance with annual inventory results, local safety issues and theft trends; monitored and maintained overt and covert surveillance systems; initiated, investigated and resolved internal and external theft cases including organized theft and fraud; apprehended and interviewed individuals responsible for shortages; partnered with local, state and federal law enforcement agencies and communicated with other retailers; testified in court when necessary

LAW ENFORCEMENT EXPERIENCE:

Pearl River Police Department (Reserve Division) - Pearl River, Louisiana

Officer - 1990-1996

- Patrol the streets of Pearl River, protect citizens and their property while enforcing town, parish and state ordinances; participated in the initiation and resolution of investigations regarding the manufacturing transport, possession and distribution of controlled substances as a member of the Narcotics Task Force

MILITARY EXPERIENCE:

Louisiana Army National Guard (Infantry) - Houma, Louisiana

Squad Leader - 1989-1991

- Accountable for the proper training and the well-being of an eleven-person infantry squad; maintained combat readiness of the squad and all assigned weapons and equipment to ensure mission completion; unit was activated for Desert Storm

United States Army (Infantry) - Multiple Locations

Senior Custodial Agent, Fire Team Leader/Track Commander - 1983-1986

- Controlled entry of US and German personnel into the limited and exclusion areas of a remote nuclear missile site and provide tactical response in the event of a perimeter breach; ensured that the soldiers in the fire team were properly trained and all assigned equipment was maintained; participated in Bright Star, Egypt (1985)



LISA GARCIA WALSH

CONTRACTS MANAGER

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INTRODUCTION

Ms. Garcia has overseen DRC's contracts since 2010, maintaining contractual records and documentation, such as receipt and control of all contract correspondence. She's also responsible for applying, renewing and activating general contractor licenses nationwide, and other authorizations and pre-qualifications. Projects on which she provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers include the BP Oil Spill Clean Up and Hurricane Isaac Recovery, as well as numerous demolition and DOT jobs. Prior to joining DRC, Ms. Garcia provided administrative assistance for emergency response projects involving FEMA protocol.

EDUCATION

Our Lady of Holy Cross College – New Orleans, Louisiana

Bachelor's Degree in Accounting – May 2015

Nunez Community College – Chalmette, Louisiana

Associates Degree in Business Technology – 2010

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.b Introduction to Incident Command System, ICS-100

FEMA IS-100.pwb Introduction to the Incident Command System

FEMA IS-632.a Introduction to Debris Operations

FEMA IS-633 Debris Management Plan Development

FEMA IS-634 Introduction to FEMA's Public Assistance Program

FEMA IS-700 National Incident Management System (NIMS), An Introduction

FEMA IS-702.a NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-5.a

FEMA IS-201

FEMA IS-547.a

FEMA IS-803

FEMA IS-10.a

FEMA IS-244.b

FEMA IS-660

FEMA IS-806

FEMA IS-11.a

FEMA IS-315

FEMA IS-706

FEMA IS-906

FEMA IS-37.17

FEMA IS-317

FEMA IS-775

FEMA IS-907

FEMA IS-42

FEMA IS-324.a

FEMA IS-800.b

FEMA IS-909

FEMA IS-106.17

FEMA IS-453

FEMA IS-801

FEMA IS-2900

FEMA IS-200.b

FEMA IS-546.a

FEMA IS-802

NOTABLE PROJECTS

Hurricane Maria – 2017

Hurricane Irma – 2017

Hurricane Harvey – 2017

Hurricane Matthew -2016

Louisiana Severe Storms and Flooding (DR-4277) – 2016

Winter Storm Jonas – 2015

Houston, TX Flood -2015

Winter Storm Pax – 2014

Midwestern Tornado Outbreak – 2013

Super Storm Sandy – 2012

Hurricane Isaac – 2012

Hurricane Irene – 2011

BP Oil Spill – 2010
 Hurricane Gustav – 2008
 Hurricane Ike – 2008
 Hurricane Wilma – 2006

Hurricane Rita – 2005
 Hurricane Ophelia – 2005
 Hurricane Katrina – 2005
 Hurricane Dennis – 2005

EXPERIENCE

DRC Emergency Services, LLC – New Orleans, Louisiana

Contracts Manager – November 2013-present

- Maintain contractual records and documentation such as receipt and control of all contract correspondence
- Ensure that signed contracts are communicated to all relevant parties to provide contract visibility and awareness, interpretation to support implementation
- Responsible for applying, renewing and activating general contractor's licenses nationwide; prequalification with Department of Transportation offices nationwide
- Responsible for Secretary of State annual filings and authorizations to do business

Project Administrator – July 2010-November 2013

- Provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers for projects in Louisiana including, but limited to:
 - MC52 BP Oil Spill Clean Up
 - St. Bernard Road Project
 - Orleans Parish Sheriff's Office
 - Hurricane Isaac Recovery – Assisted project managers in several contracts, coordinated and managed personnel to scan and submit tickets to Mobile office)
- Project administrator for two demolition projects for the City of New Orleans; responsibilities included filing permits, making LA One Calls, review of all packets for demolition paperwork prior to demolition, attended monthly meetings with City of New Orleans and provided invoicing reconciliation
- Researched bids and RFPs throughout the United States

Law Offices of Christian D. Chesson – New Orleans, Louisiana

Paralegal/Office Manager – September 2006-January 2009

- Assisted in Chapter 7 Bankruptcy and Lemon Law documentation for clients
- Provided overall office management, including:
 - Client relations
 - Accounts payable/receivable
 - Administrative support to ten attorneys in the New Orleans office location
 - Liaison between the New Orleans office and the Lake Charles office locations

Advanced Cleanup Technologies, Inc. – Rancho Dominguez, California

Administrative Manager – October 2005-May 2006

- Director of Human Resources for the Southeastern Branch of ACTI
- Administrative office manager duties included: documentation and operational support for operations manager and project managers; invoicing for emergency response projects following FEMA protocol

Key Personnel		John Sullivan President	Kurt Thormahlen General Manager	Mark Stafford Vice President	Kristy Fuentes Vice President	Joe Newman Vice President	Charles Kraft Program Manager	Ben Bankston Regional Manager	Tony Swain Regional Manager	Clif Kennedy Regional Manager	Sam Dancer Project Manager	Lisa Garcia Contracts Manager	Jolie Bonvillion Administrative Support
		22	15	38	20	16	17	12	16	2	13	13	7
Years of Relevent Experience		-	3	15	13	14	5	4	9	1	6	8	6
Years Employed by DRC		Disaster Event Experience											
2017	Hurricane Irma	•	•	•	•	•			•		•	•	•
	Florida Debris Removal - Palm Beach Gardens, Cocnut Creek, FDOT, Miami, North Miami, Citrus County, Ft. Lauderdale, Largo, Fernandina Beach, Cutler Bay, Doral, Redington Beach, Deland, St. Augustine, Orange City, Surfside, Daytona Beach, Pembroke Pines, Indian Creek Village, Inverness, Debary, S. Pasadena, Orlando, Monroe County, Miami-Dade County	•	•	•	•	•			•		•	•	•
	Georgia Debris Removal - Brunswick	•	•	•	•	•					•	•	•
	Hurricane Harvey	•	•	•	•	•	•	•	•	•	•	•	•
	Texas Debris Removal - City of Pasadena, City of Aransas Pass, City of Port Aransas, Jefferson County, Houston, Texas City, Harris County, Port Arthur, Port Neches, Nederland, Groves, Humble, Taylor Lake Village, Cleveland, Waller County, Bellaire, Piney Point Village	•	•	•	•	•	•	•	•	•	•	•	•
2016	Hurricane Matthew	•	•	•	•	•			•			•	•
	North Carolina Debris Removal - Hyde County, North Topsail Beach, New Hanover County, Wilmington, Pender County	•	•	•	•				•			•	•
	Florida Debris Removal - Palm Beach Gardens, Debary, Ormond Beach, Deland, Orange City, Daytona Beach, St. Augustine, Leon County, Citrus County, City of Sebastian	•	•	•	•	•						•	•
	Georgia Debris Removal - GDOT Chatham County	•	•	•	•	•						•	•
	Hurricane Hermine	•	•	•	•							•	•
	Florida Debris Removal - Leon County, Citrus County	•	•	•	•							•	•
	Louisiana Severe Storms and Flooding (DR-4277)	•	•	•	•	•	•	•	•	•	•	•	•
	Louisiana Debris Removal - East Baton Rouge Parish/ City of Baton Rouge, Ascension Parish, Lafayette Parish, Tangipahoa Parish, St. Martin Parish, Baker, Iberville Parish/ City of St. Gabriel	•	•	•	•	•	•	•	•	•	•	•	•
	Louisiana Flood Event	•	•	•	•		•	•		•	•	•	•
	Louisiana Debris Removal - Caldwell Parish, Tangipahoa Parish	•	•	•	•		•	•		•	•	•	•
North Carolina Tornadoes	•	•	•	•		•		•			•	•	
North Carolina Debris Removal - New Hanover County	•	•	•	•		•		•			•	•	
Texas Tornadoes	•	•	•	•	•	•					•	•	

Key Personnel		John Sullivan	Kurt Thormahlen	Mark Stafford	Kristy Fuentes	Joe Newman	Charles Kraft	Ben Bankston	Tony Swain	Clif Kennedy	Sam Dancer	Lisa Garcia	Jolie Bonvillion
		President	General Manager	Vice President	Vice President	Vice President	Program Manager	Regional Manager	Regional Manager	Regional Manager	Project Manager	Contracts Manager	Administrative Support
2015	Texas Debris Removal - TXDOT Smith/Cherokee County	•	•	•	•	•	•					•	•
	Texas Severe Storms and Flooding (DR-4269)	•	•	•	•	•	•					•	•
	Texas Debris Removal - Harris County, City of Houston,	•	•	•	•	•	•					•	•
	Winter Storm Jonas	•	•	•	•		•	•	•			•	•
	Maryland Snow Removal - Maryland DGS, Maryland State Highway Authority, City of Baltimore, and Prince George's County	•	•	•	•		•	•	•			•	•
Virginia Snow Removal - Louden County	•	•	•	•		•	•	•			•	•	
2015	2015 Louisiana Storm Event (Straight Line Winds)			•	•		•	•	•		•	•	•
	Louisiana Debris Removal - East Baton Rouge Parish, Ascension Parish			•	•		•	•	•		•	•	•
	Houston Flood			•	•	•	•	•	•		•	•	•
	Texas Debris Removal - City of Houston, City of Bellaire, TXDOT Waller and Montgomery County			•	•	•	•	•	•		•	•	•
	Severe Storms, Straight-line Winds and Flooding (DR-4237)	•	•							•			
2014	Winter Storm Pax			•	•		•		•		•	•	•
	South Carolina Road Clearing, Debris Removal and Processing - SCDOT			•	•		•		•		•	•	•
	North Carolina Winter Storm Debris Removal - City of Archdale, Pender County, City of Wilmington, New Hanover, Thomasville			•	•		•		•		•	•	•
	2013 Midwestern Tornado Outbreak			•	•		•		•		•	•	
2013	Missouri Storm Debris Removal - St. Charles County, St. Louis County, Bridgeton			•	•		•		•		•	•	
	Oklahoma Storm Debris Removal - Pottawatomie County, Oklahoma City			•	•		•		•		•	•	
	Super Storm Sandy			•	•		•	•			•	•	
2012	New York Debris Removal - NYDOT Nassua County, NYDOT Suffolk County			•	•		•				•	•	
	Maryland Debris Removal - Harford County			•	•		•				•	•	
	New Jersey Debris Removal - Ocean City, Piscataway			•	•		•				•	•	
	Hurricane Isaac			•	•		•	•	•		•	•	•
	Louisiana Debris Removal - Ascension Parish, LADOTD District 62, Mandeville, St. John the Baptist, Jefferson Parish, East Baton Rouge, St. Charles Parish, New Orleans			•	•		•		•		•	•	•
	Louisiana Emergency Food and Emergency Sand Provisions - State of Louisiana			•	•		•		•		•	•	•
2012	Hurricane Irene			•	•		•		•		•	•	
	Virginia Debris Removal - Virginia DOT, Richmond, VDEM			•	•		•		•		•	•	

Key Personnel		John Sullivan President	Kurt Thormahlen General Manager	Mark Stafford Vice President	Kristy Fuentes Vice President	Joe Newman Vice President	Charles Kraft Program Manager	Ben Bankston Regional Manager	Tony Swain Regional Manager	Clif Kennedy Regional Manager	Sam Dancer Project Manager	Lisa Garcia Contracts Manager	Jolie Bonvillion Administrative Support	
2011	Maryland Debris Removal - St. Mary's County, Harford County, Calvert County			•	•		•		•		•	•		
	North Carolina Debris Removal - Havelock, North Topsail Beach, Pender County, New Hanover County, Pamlico County, Southern Shores			•	•		•		•		•	•		
	Rhode Island Debris Removal - Rhode Island DOT, Providence, Cumberland, Narragansett, Cranston, Barrington			•	•		•		•		•	•		
	2011 Tornado Outbreak			•	•	•	•	•	•		•	•		
	North Carolina Debris Removal - Greene County, Wilson County and Johnston County			•	•		•		•		•	•		
	Alabama Debris Removal - Alabama DOT, Alabama Department of Conservation and Natural Resources, Franklin County, Town of Phil Campbell, Birmingham, Trussville, Calhoun County, Fultondale			•	•	•	•	•	•			•	•	
	Mississippi Debris Removal - Clay County, Holmes County, Durant			•	•		•		•		•	•		
2010	Snow Storm Recovery			•	•		•		•		•			
	Virginia Snow Push - Virginia Department of Emergency Management, Virginia DOT, Arlington County, Prince William County, Alexandria, Richmond			•	•		•		•		•			
	Maryland Snow Push - Anne Arundel County, City of Baltimore, Maryland DOT			•	•		•		•		•			
	Haiti Earthquake	•		•	•		•		•		•			
	Body Recovery, Debris Removal, Housing & Support Facility	•		•	•		•		•		•			
	BP Oil Spill			•	•		•	•	•		•	•		
	Recovery Efforts in Louisiana Parishes of Plaquemines, Terrebonne, St. Bernard, Cities of Lafitte and Grand Isle			•	•		•		•		•	•		
Recovery efforts in State of Florida in Santa Rosa County, Okaloosa County, Escambia County			•	•		•		•		•	•			
2009	Ice Storm			•	•		•	•	•		•			
	Kentucky Debris Removal - Kentucky DOT Districts 1&2, Graves County, Lexington-Kentucky Urban County Government,			•	•		•		•		•			
	Arkansas Debris Removal - Fayetteville, Blytheville, Baxter County			•	•		•		•		•			
	Hurricane Ike			•	•		•		•		•			
	Texas Marine Debris Removal - Texas General Land Office	•		•	•		•		•		•			
Texas Bolivar Ditch Excavation - TXDOT Galveston County	•		•	•		•		•		•				

Key Personnel		John Sullivan President	Kurt Thormahlen General Manager	Mark Stafford Vice President	Kristy Fuentes Vice President	Joe Newman Vice President	Charles Kraft Program Manager	Ben Bankston Regional Manager	Tony Swain Regional Manager	Clif Kennedy Regional Manager	Sam Dancer Project Manager	Lisa Garcia Contracts Manager	Jolie Bonvillion Administrative Support
	Hurricane Gustav			•	•		•		•		•		
	Louisiana Sunken Barge Removal - Iberville Parish			•	•		•		•		•		
	Louisiana Debris Removal - Assumption Parish			•	•		•		•		•		
	Louisiana Land Trust Demolitions - St. Bernard, Jefferson, Orleans Parishes			•	•		•		•		•		
2008	Hurricane Ike	•		•	•		•		•		•		
	Texas Debris Removal - Houston, Jefferson County, El Lago, Baytown, Port Arthur, Jamaica Beach, Humble, Nederland, Nassau Bay, Port Neches, Bellaire, Taylor Lake Village, Piney Point, Harris County, Galveston, Port of Galveston, Groves, TXDOT Orange County, TXDOT Chambers County, TXDOT Hardin East	•		•	•		•		•		•		
	Hurricane Gustav			•	•		•		•		•		
2008	Louisiana Debris Removal - LADOTD Districts 2, 3, 61 & 62			•	•		•		•		•		
	Louisiana Debris Removal - New Orleans, Tangipahoa Parish, Iberia, Lafayette Parish, Iberville Parish, St. Landry Parish, St. John the Baptist Parish, Kenner, Westwego, Bayou Lafourche Fresh Water District			•	•	•	•		•		•		
	Hurricane Katrina			•	•		•		•		•		
	Port of New Orleans, LA Wharf Demolition and Removal			•	•		•		•		•		
2007	Plaquemines Parish Construction and Repairs to five Government Buildings			•	•		•		•		•		
	Missouri Ice Storm			•	•	•	•		•				
	Missouri Debris Removal - Springfield, Greene County, Marshfield, Webb City, Duquesne, Alba			•	•	•	•		•				
2006	Hurricane Katrina			•	•		•		•				
	Plaquemines Parish, LA - Canal Debris Removal, Cleaning of Ditches and Culverts,			•	•		•		•				
	New York Ice Storm			•	•	•	•		•				
	New York Ice Storm Debris Removal - City of Amherst			•	•	•	•		•				
	Hurricane Katrina			•	•		•		•				
	Louisiana DEQ Vehicle and Vessel Removal, Remediation and Disposal			•	•		•		•				
	Louisiana FEMA Trailer Installation - St. Bernard Parish			•	•		•		•				
Louisiana Demolition Project and Private Property Debris Removal - Jefferson Parish			•	•		•		•					
Louisiana Demolition Project - City of New Orleans			•	•		•		•					
Mississippi Debris Removal - Gulfport			•	•		•		•					

Key Personnel		John Sullivan President	Kurt Thormahlen General Manager	Mark Stafford Vice President	Kristy Fuentes Vice President	Joe Newman Vice President	Charles Kraft Program Manager	Ben Banksion Regional Manager	Tony Swain Regional Manager	Clif Kennedy Regional Manager	Sam Dancer Project Manager	Lisa Garcia Contracts Manager	Jolie Bonvillion Administrative Support
	Mississippi Marine Debris Removal - USCG Jackson			•	•		•		•				
	Hurricane Wilma			•	•		•		•				
2005	Florida Marine Debris Removal - Monroe County			•	•		•		•				
	Hurricane Wilma			•	•		•		•				
	Florida Debris Removal - Monroe County, Plantation, North Miami, Miami, School District of Palm Beach, Hollywood, Martin County, Miami Dade, Palm Beach, Deerfield Beach,			•	•		•		•				
	Hurricane Rita			•	•		•		•		•		
	Texas Debris Removal - Jefferson County			•	•		•		•				
	Louisiana Debris Removal - West Lake			•	•		•		•				
	Hurricane Ophelia			•	•		•		•				
North Carolina Debris Removal - North TopSail Beach			•	•		•		•					
2005	Hurricane Katrina			•	•	•	•		•		•	•	
	Florida DOT - Emergency Push Monroe County			•	•		•		•				
	Florida Debris Removal - Miami, Monroe County, Hollywood, Gulf Breeze			•	•		•		•				
	Louisiana Debris Removal - Washington Parish, Louisiana DOT, Baton Rouge			•	•		•		•				
	Hurricane Dennis			•	•	•	•		•				
Florida Debris Removal - Gulf Breeze, Monroe County, Okaloosa County, Escambia County, Mary Esther, Milton, Shalimar, Santa Rosa			•	•		•		•					

IF APPLICABLE, INSERT ACKNOWLEDGEMENT(S) OF ADDENDUM

DRC Acknowledges the updated Pricing Sheet. Please see Addendum 1 attached.


Kristy Fuentes, Vice President, Secretary, Treasurer



City of Doral
ITB No. 2018-09 – Emergency Debris Removal
Addendum 1

1. Please explain specifically how the pricing of one proposal will be evaluated against the pricing from another proposal, including the answer to these questions:
 - Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals, and if so, what is the formula that will be used to derive that total number?
 - **Correct.**
 - Will all pricing line items be evaluated equally or will some line items receive more importance in the evaluation? If some line items will be evaluated as more important, what is the formula that will be used to weight the importance of each line item?
 - **All lines items will be evaluated equally.**
2. Will tipping fees at disposal sites be a pass thru? Meaning will the contractor pay up front for tipping fees at disposal sites and be reimbursed or will the City pay these up front? Or will the cost for tipping fees be left entirely on the contractor?
 - **Fees will be directly paid to landfill owner/operator. Bidder will not be responsible for tipping fees.**
3. Are Tipping Fees/Disposal Fees to be excluded from our proposed unit rates and be treated as a pass-through expense to the City with no markup?
 - **Correct. The City will pay directly to the landfill owner/operator.**
4. Are all line items weighted equally? Does the Debris Removal Subtotal weigh more than the Labor and Material and Emergency Power categories? Are you only looking at the grand total when comparing proposer's bids?
 - **All line items are weighted equally. The City will award to lowest overall bidder.**
 - Please clarify the scope of work intended for line item 11
 - **(Please make sure you use latest Bid Form dated 4/27/2018)**
 - Process stump based on FEMA conversion table – are you asking for a rate to pick up stumps in the ROW that have already been extracted from ground and placed there by others?
 - **No. Based on Line Item 14, the intent is to have an option to calculate volume of stumps if needed.**
5. Are you asking for a rate to shear and grind the stump at the DMS? Please provide a scope of work for this line item.
 - **No. Shear and grind stumps is included in Line Item 9 "Processing (grinding/mulching) of vegetative debris at TDSRS".**
6. Please confirm that the whole bid package is to be submitted with our proposal.
 - **Correct.**



City of Doral

ITB No. 2018-09 – Emergency Debris Removal

Addendum 1

7. P.14 Section 2.1 Information Required of Contractor states that bidders must see Section 3.0 for required deliverables to be included in proposals. This section is the scope of work and does not have proposal requirements.
 - What is required for this section?
 - **Correct statement should be “Section 4.0”.**

8. P. 62 Certificate of Authority.
 - We are a Limited Liability Company with our own Signing Authority. Can we submit it in lieu of this form?
 - **Correct.**

9. Please confirm that p. 78-85 are to be filled out post award.
 - **Correct. Pages to filled upon award of contract.**

10. P.65 Bid Bond
 - The signature on the top of p.66 states Individual or partnership principal underneath. We are an LLC, where do we sign the form?
 - **Whoever has the power to sign can sign on the “Individual or Partnership Principal”.**

**BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)**

ITB #2018-09

I, Krusty Fuentes, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

63-1283729

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

DRC Emergency Services, LLC

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

<u>110 Veterans Boulevard</u>	<u>Suite 515</u>	<u>Metairie</u>	<u>LA</u>	<u>70005</u>
STREET ADDRESS	SUITE	CITY	STATE	ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>DRC Equity</u>	<u>6702 Broadway Street Galveston, TX 77554</u>	<u>100</u> %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

N/A

Kristy Fuentes

5/4/2018
Date

Signature of Affiant

Kristy Fuentes

Printed Name of Affiant

Vice President/ Secretary/ Treasurer

Sworn to and subscribed before me this 4th day of May, 2018.

Personally known _____

OR

Produced identification _____

Notary Public-State of LA _____

Type of Identification

My commission expires: _____

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

Printed, typed, or stamped commissioned name of Notary Public

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

ITB #2018-09

EMERGENCY DEBRIS REMOVAL

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Doral, Florida

by: Kristy Fuentes Vice President/ Secretary/ Treasurer
(print individual's name and title)

for: DRC Emergency Services, LLC
(print name of entity submitting sworn statement)

whose business address is: 110 Veterans Boulevard, Suite 515, Metairie, LA 70005

and (if applicable) its Federal Employer Number (FEIN)
is: 63-1283729

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

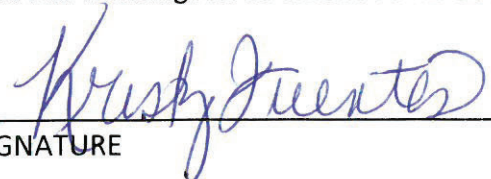
I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.



SIGNATURE

Sworn to and subscribed before me this 4th day of May, 2018.

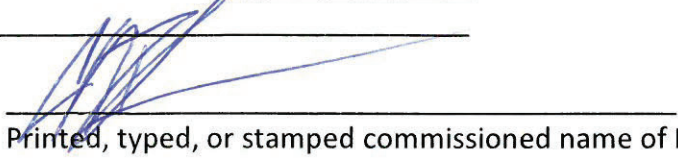
Personally known ✓

OR

Produced Identification _____

Notary Public- State of _____

My commission expires: _____



Printed, typed, or stamped commissioned name of Notary Public

CARY A. DES ROCHES

NOTARY PUBLIC

State of Louisiana, Bar No. 19550

My Commission is for life

NON-COLLUSION AFFIDAVIT
ITB #2018-09

State of Louisiana)

) SS

County of Jefferson Parish)

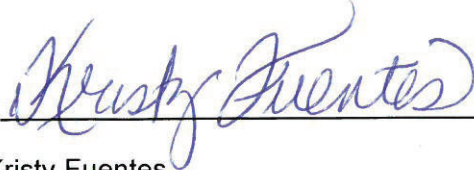
Kristy Fuentes being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Vice President/ Secretary/ Treasurer
(Owner, Partner, Officer, Representative or Agent) of DRC Emergency Services, LLC the
BIDDER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or
parties in interest, including this affiant, 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 Work for which the attached Bid has been submitted; or to refrain from bidding in connection with
such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or
communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost
elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements 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 Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any 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 affiant.

Signed, sealed and delivered in the presence of:



CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

By: 

Kristy Fuentes
(Printed Name)

Vice President/ Secretary/ Treasurer
(Title)

ACKNOWLEDGMENT

State of Florida LOUISIAN

County of JEFFERSON PARISH

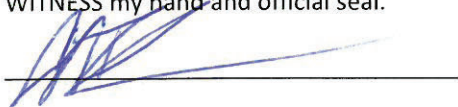
On this the 4TH day of MAY, 20 18, before me, the undersigned Notary

Public of The State of Florida, personally appeared

Kristy Fuentes and

(Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.



NOTARY PUBLIC, STATE OF FLORIDA

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

- Personally known to me, or
- Personally identification:

Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures Notarized:

(Type of

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

ITB #2018-09

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Doral by Kristy Fuentes for DRC Emergency Services, LLC whose business address is 110 Veterans Blvd, Suite 515, Metairie, LA 70005 and (if applicable) its Federal Employer Identification number (FEIN) is 63-1283729 (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. 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 or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

2. Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership 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 prime facie case that one person controls another person. A person who knowingly enters into a 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.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287-017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: *Kristy Fuentes*
Kristy Fuentes

(Printed Name)

Vice President/ Secretary/ Treasurer

(Title)

Sworn to and subscribed before me this 4th day of May, 2018

Personally known Or Produced
Identification Notary Public - State of My Commission
Expires

(Type of Identification)

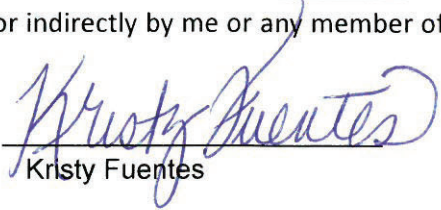
(Printed, typed, or stamped commission name of notary public)

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

**COPELAND ACT ANTI-KICKBACK AFFIDAVIT
ITB #2018-09**

STATE OF Louisiana }
 } SS:
COUNTY OF Jefferson Parish }

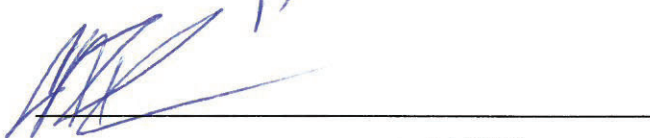
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Kristy Fuentes

Title: Vice President/ Secretary/ Treasurer

Sworn and subscribed before this

4 day of May, 2018



Notary Public **CARY A. DES ROCHES**
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

(Printed Name)

My commission expires: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
ITB #2018-09

I, Kristy Fuentes, VP/ Secretary/ Treasurer
(Individual's Name) (Title)

of the DRC Emergency Services, LLC, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.6.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid proposal.


Individual's Signature

5/4/18
DATE

CONE OF SILENCE CERTIFICATION
ITB #2018-09

I, Kristy Fuentes, VP/ Secretary/ Treasurer
(Individual's Name) (Title)

of the DRC Emergency Services, LLC, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 2.8 of this document titled Cone of Silence.

Attachment of this executed form, as such, is required to complete a valid bid proposal.



Individual's Signature

5/4/10

Date

TIE BIDS CERTIFICATION
ITB #2018-09

I, Kristy Fuentes, VP/ Secretary/ Treasurer
(Individual's Name) (Title)

of the DRC Emergency Services, LLC, do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 2.6.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid proposal.



Individual's Signature

5/4/10

Date

PROPOSER'S CERTIFICATION ITB #2018-09

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Invitation to Bid. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the proposals.


I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Doral or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

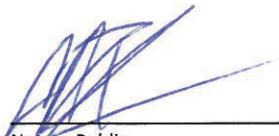
DRC Emergency Services, LLC
Name of Business

By:



Signature
Kristy Fuentes, Vice President/ Secretary/ Treasurer
Name and Title, Typed or Printed
110 Veterans Boulevard, Suite 515
Mailing Address
Metairie, Louisiana 70005
City, State and Zip Code
(888) 721-4372
Telephone Number

Sworn to and subscribed before me
this 4th day of May, 2018



Notary Public

STATE OF _____

CARY A. DES ROCHES

NOTARY PUBLIC
My Commission Expires _____
State of Louisiana, Bar No. 19550
My Commission is for life

ACKNOWLEDGEMENT OF ADDENDUMS: ISSUED ADDENDUMS MUST BE SIGNED AND SUBMITTED WITH BID.

ITB SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP
ITB #2018-09

The full names and residences of persons, partners or firms interested in the foregoing ITB, as principals are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

Witness:
(seal)

Bidder:

Firm Name

Signature

Print Name

Title (Sole Proprietor or Partner)

Post Office Address:

County in which fictitious name is registered.

Telephone #

Attach a copy of proof of registration.

ITB SIGNATURE PAGE FOR CORPORATION ITB #2018-09

The officers of the Corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	<u>John Sullivan</u>	<u>6702 Broadway Street Galveston, TX 77554</u>
Vice-President	<u>Kristy Fuentes</u>	<u>110 Veterans Blvd., Suite 515, Metairie, LA 70005</u>
Secretary	<u>Kristy Fuentes</u>	<u>110 Veterans Blvd., Suite 515, Metairie, LA 70005</u>
Treasurer	<u>Kristy Fuentes</u>	<u>110 Veterans Blvd., Suite 515, Metairie, LA 70005</u>
Registered Agent	<u>Cogency Global Inc.</u>	<u>115 North Calhoun St, Suite 4, Tallahassee, FL 32301</u>

The full names and residences of stockholders, persons, or firms interested in the foregoing ITB, as principals, are as follows:

DRC Equity, LLC 6702 Broadway St. Galveston, TX 77554		

Post Office Address
110 Veterans Blvd., Suite 515


Metairie, LA 70005

Bidder
DRC Emergency Services, LLC
Corporate Name



President's Signature

Is this corporation incorporated in the State of Florida? ___ Yes No

Attest: 

Secretary

If no, give address of principle place of business:

6702 Broadway Street
Galveston, Texas 77554

BID FORM

ITB #2018-09

EMERGENCY DEBRIS REMOVAL

THIS BID IS SUBMITTED TO:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Doral in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City’s Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. <u> 1 </u>	Dated: <u> 5/3/18 </u>
Addendum No. <u> </u>	Dated: <u> </u>
Addendum No. <u> </u>	Dated: <u> </u>
Addendum No. <u> </u>	Dated: <u> </u>

 - (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

 - (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

 - (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or

to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) BIDDER has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to BIDDER.
 - (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the City.
4. BIDDER understands that the quantities provided are only provided for bid evaluation only. The actual quantities may be higher or lower than those in the bid form.
 5. BIDDER understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place As such the Contractor shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project for the Bid Price of:

Revised Bid Tabulation**Debris Removal, Processing & Disposal:**

Item	Description	Unit	Qty	Unit Price	Total
1	Mobilize & Demobilize (per event)(Includes set up, silt fence, watch tower, management, and closure of Temporary Debris Staging and Reduction Site - TDSRS)	LS	1	\$0.00	\$0.00
2	Emergency road clearance (initial clearance not to exceed 72 Hrs - "First Push"	T&M	Rates below	N/A	N/A
3	Debris removal from Public Right-of-Way and hauling to TDSRS within the City limits	CY	20,000	\$10.98	\$219,600.00
4	Debris removal from Public Right-of-Way and hauling to TDSRS outside of City limits	CY	10,000	\$10.98	\$109,800.00
5	Debris removal from private property and/or publicly owned property, and hauling to TDSRS within the City limits	CY	1,000	\$11.98	\$11,980.00
6	Debris removal from private property and/or publicly owned property, and hauling to TDSRS outside of City limits	CY	1,000	\$11.98	\$11,980.00
7	Debris removal from TDSRS, hauling and disposal at FDEP approved site within Miami-Dade County	CY	10,000	\$7.50	\$75,000.00
8	Debris removal from Public Right-of-Way, hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CY	5,000	\$13.25	\$66,250.00
9	Processing (grinding/mulching) of vegetative debris at TDSRS	CY	25,000	\$3.95	\$98,750.00
10	Processing (grinding/mulching) of construction & demolition (C&D) debris at TDSRS	CY	3,000	\$4.00	\$12,000.00
11	Pick-up and haul of white goods	EA	100	\$67.50	\$6,750.00
12	Pick-up and disposal of hazardous material	LB	1,000	\$9.95	\$9,950.00
13	Dead animal collection, transportation and disposal	LB	1,500	\$1.00	\$1,500.00
14	Process stump based on FEMA conversion table, May 15, 2007 publication DAP9523.11, or latest version	CY	1,000	\$1.00	\$1,000.00
15	Hazardous stump removal from Public Right-of-Way, hauling and disposal to TDSRS				
	< 12" Diameter (Treated as normal vegetative debris, no per tree removal cost is applicable)				
	12" - 24" Diameter (Per Stump)	EA	150	\$100.00	\$15,000.00
	25" - 36" Diameter (Per Stump)	EA	50	\$550.00	\$27,500.00
	> 37" Diameter (Per Stump)	EA	5	\$1,200.00	\$6,000.00
16	Hazardous stump removal from Public Right-of-Way, hauling and disposal at final FDEP approved disposal site within Miami-Dade County				
	< 12" Diameter (Treated as normal vegetative debris, no per tree removal cost is applicable)				
	12" - 24" Diameter (Per Stump)	EA	150	\$200.00	\$30,000.00
	25" - 36" Diameter (Per Stump)	EA	50	\$750.00	\$37,500.00
	> 37" Diameter (Per Stump)	EA	5	\$1,500.00	\$7,500.00
17	Remove hazardous leaning tree with attached stumps if root balls are exposed more than 50%				
	< 12" Diameter (Treated as normal vegetative debris, no per tree removal cost is applicable)				
	13" - 24" Diamter (Per Tree)	EA	150	\$125.00	\$18,750.00
	25" - 36" Diamter (Per Tree)	EA	50	\$250.00	\$12,500.00
	> 37" Diameter (Per Stump)	EA	5	\$350.00	\$1,750.00
18	Flush cut hazardous tree with root balls exposed less than 50%				
	< 12" Diameter (Treated as normal vegetative debris, no per tree removal cost is applicable)				
	13" - 24" Diameter (Per Tree)	EA	150	\$100.00	\$15,000.00
	25" - 36" Diameter (Per Tree)	EA	50	\$200.00	\$10,000.00
	> 37" Diameter (Per Stump)	EA	5	\$300.00	\$1,500.00
19	Material, fill dirt for stump holes, purchased, placed & compacted	CY	1,000	\$18.00	\$18,000.00
20	Hanging limbs removal per tree - 2" or greater in diameter	EA	500	\$85.00	\$42,500.00
21	Demolition of structures	T&M	Rates below	N/A	N/A

Sub-Total \$868,060.00**Equipment with Operator:**

Item	Description	Unit	Qty	Unit Price	Total
1	JD544 or equal, wheel loader w/debris grapple	HR	72	\$135.00	\$9,720.00
2	JD644 or equal, wheel loader w/debris grapple	HR	72	\$135.00	\$9,720.00
3	JD544 or equal, wheel loader w/bucket	HR	72	\$135.00	\$9,720.00
4	JD644 or equal, wheel loader w/bucket	HR	72	\$135.00	\$9,720.00
5	Extend-a-boom forklift w/debris grapple	HR	12	\$95.00	\$1,140.00
6	753 Skid Steer w/debris grapple	HR	72	\$135.00	\$9,720.00
7	753 Skid Steer Loader w/bucket	HR	72	\$135.00	\$9,720.00
8	753 Skid Steer w/Broom	HR	12	\$135.00	\$1,620.00
9	Tractor w/box blade or rake	HR	12	\$25.00	\$300.00
10	JD648 E or equal Log Skidder	HR	12	\$50.00	\$600.00
11	CAT D4 or equal dozer	HR	24	\$200.00	\$4,800.00
12	CAT D6 or equal dozer	HR	18	\$200.00	\$3,600.00
13	CAT D8 or equal dozer	HR	12	\$200.00	\$2,400.00
14	CAT or equal 125/140 HP Motor Grader	HR	24	\$50.00	\$1,200.00
15	JD690 or equal hoe w/grapple	HR	10	\$145.00	\$1,450.00

16	JD690 or equal hoe w/bucker & Thumb	HR	36	\$145.00	\$5,220.00
17	Excavator type hoe on rubber w/grapple	HR	24	\$145.00	\$3,480.00
18	JD310 or equal TLB	HR	24	\$100.00	\$2,400.00
19	210 Prentiss or equal knuckle-boom w/grapple	HR	36	\$250.00	\$9,000.00
20	CAT 623 or equal self-loading scraper	HR	12	\$75.00	\$900.00
21	Hand fed debris chipper	HR	36	\$345.00	\$12,420.00
22	300/400 Tub Grinder	HR	36	\$150.00	\$5,400.00
23	Diamond Z or equal 800/1,000 tub grinder	HR	24	\$350.00	\$8,400.00
24	30 TN Crane	HR	12	\$245.00	\$2,940.00
25	50 TN Crane	HR	8	\$245.00	\$1,960.00
26	100 TN Crane 8 hour minimum	HR	4	\$245.00	\$980.00
27	40'/60' Bucket Truck	HR	36	\$275.00	\$9,900.00
28	Service Truck	HR	36	\$10.00	\$360.00
29	Water Truck	HR	24	\$50.00	\$1,200.00
30	Portable Light Tower	HR	18	\$25.00	\$450.00
31	Pick-up (w/o driver)	HR	36	\$10.00	\$360.00
32	Knucle-boom w/grapple self loading Dump type truck	HR	72	\$250.00	\$18,000.00
33	Single axle dump type truck, 5 - 12 CY	HR	36	\$60.00	\$2,160.00
34	Tandem axle dump type truck, 16 - 20 CY	HR	36	\$80.00	\$2,880.00
35	Trailer type truck/tractor 24 - 40 CY	HR	30	\$60.00	\$1,800.00
36	Trailer type truck/tractor 41 - 60 CY	HR	30	\$60.00	\$1,800.00
37	Trailer type truck/tractor 61 - 80 CY	HR	24	\$120.00	\$2,880.00
38	Power Screen	HR	36	\$90.00	\$3,240.00
39	Stacking conveyor	HR	18	\$50.00	\$900.00
40	Off Road Truck	HR	24	\$120.00	\$2,880.00

Sub-Total \$177,340.00

Labor & Material:

Item	Description	Unit	Qty	Unit Price	Total
1	Operating Manager	HR	36	\$60.00	\$2,160.00
2	Superintendent w/truck, phone & radio	HR	72	\$45.00	\$3,240.00
3	Foreman w/truck, phone & radio	HR	72	\$45.00	\$3,240.00
4	Safety/quality control inspector w/vehicle, phone & radio	HR	36	\$60.00	\$2,160.00
5	Inspector w/vehicle, phone & radio	HR	60	\$45.00	\$2,700.00
6	Climber w/gear	HR	36	\$90.00	\$3,240.00
7	Chain & Hand Saw Operator	HR	72	\$45.00	\$3,240.00
8	Laborer & Flagman	HR	72	\$45.00	\$3,240.00
9	Haz-Mat Professional	HR	60	\$85.00	\$5,100.00
10	Certified Arborist	HR	24	\$60.00	\$1,440.00
11	Project Manager/Haz-Mat Professional	HR	36	\$75.00	\$2,700.00

Sub-Total \$32,460.00

Emergency Power Generators & Support Equipment:

Item	Description	Unit	Qty	Unit Price	Total
1	5 kw Generator	Day	10	\$350.00	\$3,500.00
2	10 kw Generator	Day	10	\$450.00	\$4,500.00
3	20 kw Generator	Day	8	\$500.00	\$4,000.00
4	40 kw Generator	Day	8	\$550.00	\$4,400.00
5	60 kw Generator	Day	5	\$600.00	\$3,000.00
6	80 kw Generator	Day	5	\$650.00	\$3,250.00
7	100 kw Generator	Day	2	\$700.00	\$1,400.00
8	120 kw Generator	Day	2	\$750.00	\$1,500.00
9	Satellite Phone for use by the City to coordinate operations during failure of other communication systems	Day	10	\$1.00	\$10.00

Sub-Total \$25,560.00

BID TOTAL \$1,103,420.00

6. BIDDER agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this Bid shall be addressed to:

BIDDER: DRC Emergency Services, LLC

Address: 110 Veterans Boulevard, Suite 515

Metairie, LA 70005

Telephone (888) 721-4372

Facsimile Number (504) 482-2852

Attention: Kristy Fuentes

8. The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS DAY May 4, 2018.

If BIDDER is:

AN INDIVIDUAL

By: _____ (SEAL)

(Individual's Name)

doing business as: _____

Business address: _____

Phone No: _____ Facsimile No: _____

A PARTNERSHIP

By: _____ (SEAL)

(Firm's Name)

(General Partner)

Business address: _____

Phone No: _____ Facsimile No: _____

A CORPORATION

By: DRC Emergency Services, LLC

(Corporation Name)

Alabama

(State of Incorporation)

By: 

(Name of Person Authorized to Sign)

Kristy Fuentes

(Title)

Vice President Secretary/ Treasurer

(Corporate Seal)

Attest:  

(President)

Business address: 110 Veterans Boulevard, Suite 515

Metairie, LA 70005

Phone No: (888) 721-4372 Facsimile No: (504) 482-2852

A JOINT VENTURE

By: _____

(Name)

(Address)

By: _____

(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF Louisiana)
) SS:
COUNTY OF Jefferson Parish)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a Corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, _____, 20____, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

**ACTION IN LIEU OF
A MEETING OF THE
MANAGER OF
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the “Act”), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the “Company”), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company’s Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the “LLC Agreement”) and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the “Manager”).

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

By: **DRC EQUITY, LLC**
a Texas limited liability company
Its: Manager



By: John R. Sullivan
Its: President

[Consent to Appoint Manager – DRC Emergency Services, LLC (January 2016)]

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ a Corporation existing under the laws of
the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Bid dated, _____ 20____, to the City of Doral and this partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of
the _____

a corporation existing under the laws of the State of _____, held on _____, 20_____,
the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is
hereby authorized to execute the Bid dated, _____ 20____, to the City of Doral official act and deed of
this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

END OF SECTION

BID BOND

STATE OF Florida)

) SS:

COUNTY OF Miami-Dade)

Hartford Fire
Company

KNOW ALL MEN BY THESE PRESENTS, that we, DRC Emergency Services, LLC, as Principal, and Insurance, as Surety, are held and firmly bound unto the City of Doral, a municipal corporation of the State of Florida in the sum of Five Per Cent of the Greatest Amount Bid -- Dollars (\$ 5% G.A.B.), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, May 8, 2018 2018 for: ITB No. 2018-09, Emergency Debris Removal.

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Doral and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Doral and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals the 3rd day of May, 2018, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(Individual or Partnership Principal)

DRC Emergency Services, LLC

 (SEAL)

6702 Broadway

(Business Address)

Galveston, TX 77554

(City/State/Zip)

(888) 721-4372

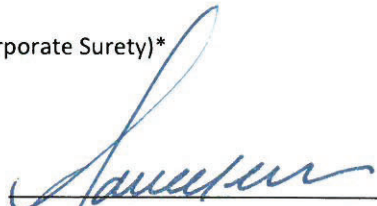
(Business Phone)

ATTEST:


Anita Waters, Witness

Hartford Fire Insurance Company

(Corporate Surety)*

By: 
James N. Congelio, Attorney-in-Fact

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered
in the presence of:

Jennifer Oliveira

By:  _____

Melissa Beckworth

(Printed Name)

Melissa Beckworth

Witness

(Title)

ACKNOWLEDGMENT

State of Florida
County of Hillsborough

On this the 3rd day of May, 2018, before me, the undersigned Notary Public of the State of Florida, personally appeared

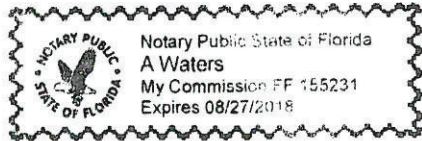
James N. Congelio and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

A. Waters

NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC:

SEAL OF OFFICE:
Anita Waters

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

DID take an oath,
or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document: Number of Pages:

Number of Signatures Notarized: ONE (1)

END OF SECTION

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

POWER OF ATTORNEY

Agency Name: BOWEN MICLETTE & BRITT OF FL LLC
Agency Code: 21-225344

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Mary R. Butcher, Gail S. Barr, Margaret A. Broughton, James C. Congelio, James N. Congelio, Gerard Fiacco, Lenita W. Wright of MAITLAND, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 3, 2018

Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB #2018-09**, awarded the _____ day of _____, 2018, with the City for **Emergency Debris Removal**, in accordance with specifications prepared by the City of Doral _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2018.

WITNESS:

By: _____

(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

WITNESS:

(Name of Corporation)

Secretary

By: _____

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____

*Agent and Attorney-in-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (____) _____

*(Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2018, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), (title), of _____ (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

Printed, typed or stamped name of Notary Public exactly as
commissioned

- Personally known to me, or
- Produced identification: _____
(type of identification produced)
- Did take an oath, or
- Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____ , who signed the Bond on behalf of the Principal, was then of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB #2018-09**, awarded the _____ day of _____, 2018, with City for **Emergency Debris Removal**, in accordance with drawings (plans) and specifications which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for **Emergency Debris Removal**, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR**.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon

determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2018.

WITNESSES: _____

(Name of Corporation)

By: _____

Secretary

(CORPORATE SEAL)

(Signature and Title)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

*(Agent and Attorney-in-Fact)

Address:

(Street)

(City/State/Zip Code)

Telephone No.: ()

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2018, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of Corporate officer), (title), of _____ (name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of _____

Printed, typed or stamped name of Notary Public exactly as
commissioned

- Personally known to me, or
- Produced identification:

(type of identification produced)

- Did take an oath, or
- Did not take an oath

Bonded by:

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We DRC Emergency Services, LLC, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Emergency Debris Removal, ITB #2018-09**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

Acosta Tractor Inc.
(Subcontractor's Names)

_____ to comply with such act or regulation.

DRC Emergency Services, LLC

CONTRACTOR

Olivera Marino

ATTEST

BY: *Kristy Puentes*
Kristy Puentes VP/Secretary/Treasurer

END OF SECTION

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: City of Doral **EMERGENCY DEBRIS REMOVAL**, Project **ITB #2018-09** in accordance with Contract Documents as prepared by the City

and

The CITY has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the **EMERGENCY DEBRIS REMOVAL**, Contract Bid **ITB #2018-09**, in the not to exceed amount of \$_____.

(_____)

You are required by the Instruction to BIDDER's to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said CITY will be entitled to, revoke the award and retain the Bid Security.

BY: _____

TITLE: CITY MANAGER

Dated this _____ day of _____, 2018.

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by

this the _____ day of _____, 2018

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the CITY.

END OF SECTION

AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 20____, by and between _____ Party of the First Part, and The City of Doral, Party of the Second Part:

WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the Work in manner and form as provided by the following enumerated Specifications and Documents, which are attached hereto and made a part hereof, as fully contained here:

Advertisements for Bids

Instruction to BIDDERS

Bid Form

Certificate of Authority

Award Preference for Identical Tie Bids

Bid Bond

Bidder Qualification Statement

Non-Collusion Affidavit

Public Entity Crimes

Notice of Award

Agreement

Notice to Proceed

Payment Bond

Performance Bond

OSHA Acknowledgment

Form FHWA-1273 (Exhibit B)

2. That the First Party shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all Work hereunder within the length of time stipulated in the Bid.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Bid Form, in lawful money of the United States, the amount of:

_____ dollars.

(Written Dollar Amount)

\$ _____

4. That the Second Party shall make monthly partial payments to the First Party on the basis of a duly certified and approved estimate of Work performed during each calendar month by the First Party, Less the retainage provided in the General Conditions, which is to be withheld by the Second Party until Work within a particular part has been performed in accordance with this Agreement and until such Work has been accepted by the Second Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the Work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the First Party of all Work covered by this Agreement and the acceptance of such Work by the Second Party.
6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Second Party.
7. No additional Work or extras shall be done unless the same shall be duly authorized by appropriate action (in writing) by the Party of the Second Part.
8. The Florida Department of Transportation (FDOT) has established requirements that have been added to the contract to address work performed on FHWA eligible roadways. The form FHWA-1273 (Please refer to Exhibit B and the FDOT Standard Specification and Standard Indexes to be included in the contract documents. The Standard Specs contain the Buy America requirements. Listed below are the basic federal-aid guidelines that must be followed for emergency repair and permanent restoration

projects. These requirements apply to all State and Local Agency contracts for both emergency and permanent restoration types of projects. These requirements cannot be waived just because there is a State of FEMA emergency declaration.

- 1) FHWA Form 1273, titled Required Contract Provisions Federal-Aid Construction Contracts
- 2) Davis-Bacon Wages Act – waived for Debris Removal services only; applies to all other work types <http://www.fhwa.dot.gov/construction/cquit/dbacon.htm>
- 3) Buy America
- 4) Disadvantaged Business Enterprise (DBE)
- 5) American with Disability Act (ADA)
- 6) Convict Labor Prohibition
- 7) Public Interest Finding for force account permanent repair work

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

CONTRACTOR:

BY:

NAME:

TITLE:

OWNER: City of Doral

BY:

NAME:

TITLE:

AUTHENTICATION:

BY:

NAME:

TITLE:

CITY CLERK

APPROVED AS TO FORM:

BY: _____

NAME: _____

TITLE: CITY ATTORNEY

END OF SECTION

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT DESCRIPTION: **EMERGENCY DEBRIS REMOVAL**, in accordance with Contract Documents as prepared by The City of Doral.

You are hereby notified to commence Work in accordance with the Agreement dated _____,
on or before _____, and work is to be performed for a period of two years at the frequency in the bid form.

This contract shall run for a period of two (2) years with an option to renew for an additional two one (1) year terms with both parties being in total and full agreement.

City of Doral

BY: _____
Edward Rojas

TITLE: CITY MANAGER

ACCEPTANCE OF NOTICE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____ day of _____, 2018

BY: _____

TITLE: _____

END OF SECTION

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS – EMERGENCY DEBRIS REMOVAL

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate (PER JOB)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$1,000,000

B. Endorsements Required

- City of Doral listed as an additional insured
- Contingent & Contractual Liability
- Premises and Operations Liability
- Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non Owned Autos	
Any One Accident	\$2,000,000

B. Endorsements Required

- City of Doral listed as an additional insured
- Auto Pollution Endorsement MCS-90, or CA 9948

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

A. Limits of Liability

- \$1,000,000 for bodily injury caused by an accident, each accident
- \$1,000,000 for bodily injury caused by disease, each employee
- \$1,000,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

IV. **Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

V. **Contractor’s Professional/Pollution Liability**

A. Limits of Liability	
Each Claim	\$1,000,000
Policy Aggregate	\$1,000,000
Retro Date – Prior to commencement of job	

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies or certificates of insurance are subject to review and verification by Risk Management

EXHIBIT B

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the

contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An

Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all

employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data

should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often

than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to

the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the

applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the

requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this

paragraph, the terms laborers and mechanics include watchmen and guards.

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. The FHWA or the contracting agency 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-assisted 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 prime 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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by

subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts 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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

END OF DOCUMENT

STATEMENT OF QUALIFICATIONS

For over 29 years, DRC has provided extensive disaster recovery services, environmental services and civil construction to governments and private citizens alike. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. Setting new industry standards is what our customers have come to expect, and DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2 billion in contracts over the last 29 years alone, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.

The primary mission of DRC is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC has developed extensive experience and capabilities in emergency response and recovery over 29 years including, but not limited to:

- Debris Management
- Demolition
- 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 Renourishment
- Canal Bank Stabilization
- Drainage Improvement Projects
- Hazardous Waste Segregation
- Environmental Control
- Traffic Control
- Tree Trimming and Removal
- Emergency Supplies and Support

DRC is capable of handling all or part of any disaster remediation including the FEMA reimbursement process. DRC companies and affiliates have the experience, personnel, and equipment to mobilize immediately and are dedicated to providing professional, cost effective, responsive, high-quality service using our extensive experience and capabilities in emergency response and recovery as our guide.

- Highly Qualified and Experienced Supervisors and Project Managers
- Professional and Knowledgeable Administrative Personnel
- Efficient and Professional Work Crews and Equipment Crews
- Qualified, Experienced, and Licensed Subcontractors and Contract Reservists
- Specialized and Maintained Knuckle-Booms Loaders and Bucket Truck Crews
- Heavy Trucks and Hauling Equipment
- Specialized Attachments and All Necessary Support Equipment

NOTABLE ACHIEVEMENTS AND EXPERIENCE

- Following Louisiana Severe Storms and Flooding (DR-4277), DRC picked up 1 million cubic yards of debris over the course of 30 days in East Baton Rouge Parish.
- Simultaneously mobilizing, staffing and successfully operating 39 individual projects throughout the Southeastern US valued in excess of two hundred million dollars
- Providing, placing in service and simultaneously utilizing in excess of 4,000 pieces of specialized equipment Maintaining an experienced cadre of over fifty Program and Project Managers
- Establishing a single-day productivity record for post-disaster debris removal as recognized by FEMA in 2008 for collecting 440,000 cubic yards in a single day
- Earning recognition as one of the Top 50 Specialty Contractors by *Engineering News-Record*
- Designing, implementing, managing and financing a 150-mile Gulf of Mexico shoreline protection system in response to the BP oil spill
- Establishing industry standards for total volume recycled by recycling 100% of the volume collected in Houston, TX following Hurricane Ike
- Designing and implementing new standards for moving work zones
- A 29-year record of 100% federal reimbursement for eligible work performed

HISTORY

The company was formed in 1989 in response to Hurricane Hugo. In 2001 the company began operating as DRC Emergency Services, LLC. DRC has responded to numerous natural or man-made disaster events involving hundreds of contracts. DRC has collected over 200 million cubic yards of debris and established industry benchmarks for debris recycling and collection efficiencies. The 2008 hurricane season produced two devastating storms in Hurricane Ike and Hurricane Gustav in which DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. DRC recycled 100% of the debris we collected in Houston, TX in the wake of Hurricane Ike, which amounted to over 5 million cubic yards. We also set an industry record for the most debris collected in a single day in 2008 and, according to FEMA officials, the record still stands today.

During the 2004 Hurricane season alone, DRC worked 37 virtually simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four and half month period. In approximately 100 days DRC removed and disposed of approximately 10,000,000 cubic yards of debris. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris to restore 15 miles of beaches destroyed in Florida in the aftermath of Hurricane Ivan. During 2005 and 2006, DRC performed work on damages from Hurricanes Katrina, Rita and Wilma from the Florida Keys to Louisiana all the way to Houston, Texas. DRC Emergency Services, LLC possess extensive experience with disaster debris removal and therefore has an excellent understanding of the work to be performed.

Having performed debris operations nearly all of the United States and internationally for over 29 years, DRC takes pride in bringing innovation and professionalism to each project undertaken. We've consistently demonstrated an ability to both self-perform work immediately and engage a network of over 5,000 subcontracting partners. This unique ability means that no matter the location or size of an event, we can respond immediately and effectively.

FINANCIAL STRENGTH AND STABILITY

DRC is one of the most financially sound and stable companies in the disaster response industry. With a bonding capacity of over \$150.0 million and access to dedicated cash and credit lines in excess of \$100.0 million, DRC has the ability to manage and complete simultaneous projects without being hindered by a lack of operating capital. During multiple storms seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

DRC is managed and operated by the ownership SLSCO, L.P. (SLS), which is a very well-capitalized, privately-held family of companies specializing in disaster response, recovery and restoration. Prior to the acquisition of DRC and throughout its twenty-year history, SLS has never failed to meet an obligation due to financial instability. The ownership of SLS is dedicated to providing and sustaining the capital necessary to allow DRC to remain a leader in the disaster recovery industry.

- DRC is capable of insuring projects of any size, with unlimited key coverage amounts. With the support of SLS, DRC has over \$100.0 million of available working capital and has the financial ability to bid on and perform projects in excess of \$250.0 million.
- DRC has a bonding capacity of over \$150.0 million.
- In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate and simultaneous disaster management services contracts, including the cities of Houston, Galveston and New Orleans. The total value of these contracts was approximately \$200.0 million.
- In 2005-2006, DRC mobilized, performed and completed a contract valued at over \$100.0 million for the Louisiana Department of Transportation and Development in response to Hurricane Katrina, while performing numerous other projects across the United States.
- During the 2004 hurricane season, DRC worked 37 separate contracts totaling over \$150.0 million in emergency work, recovering over 10.0 million cubic yards of debris in a four-and-a-half-month period. Throughout this period, all subcontractors were paid on a weekly basis regardless of the timing of DRC's receipt of interim client invoice payments.
- DRC has never failed to complete any awarded work, has never defaulted on a contract and has never filed for bankruptcy. The Company has a 100% assignment completion record.

BANKING

Texas Capital Bank
Mike Chryssikos
Senior Vice President
One Riverway, Suite 2100
Houston, TX 77056
(832) 308-7109
michael.chryssikos@texascapitalbank.com
Please see Letter attached

SURETY

Bowen, Miclette & Britt Insurance Agency, LLC
Toby Miclette
Surety Bond Producer, Senior VP
1111 North Loop West, Suite 400
Houston, TX 77046
(713) 880-7109
Tmiclette@bmbinc.com
Please see Letter attached

INSURANCE

McGriff, Seibels & Williams
Rob Harrison
818 Town & Country Blvd., Suite 500
Houston, TX 77024
(713) 940-6544
Rob.harrison@mcgriff.com

COMMITMENT TO COMPLIANCE AND ETHICAL BUSINESS CONDUCT

DRC Emergency Services, LLC strives to provide the most dependable, honest, customer-centric services in the industry, while upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with law and rules and regulations, DRC's senior management has established a formal code of business conduct. By implementing these guidelines, DRC is fully demonstrating its commitment to adhere to the highest professional standards and to act as a trustworthy source of unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals that work with us while serving our public and private customers shall also adhere to the highest ethical business conduct standards.

Kristy Fuentes, DRC's Chief Compliance Officer, oversees the Corporate Compliance Program, functioning as an independent and objective body that reviews and evaluates compliance issues/concerns within the organization as well as external issues relating to DRC's interaction with customers and environmental factors. The position ensures our management, employees and customers are in compliance with the rules and regulations of regulatory agencies; that company policies and procedures are being followed; and that behavior in the organization meets the company's Standards of Conduct. The Chief Compliance Officer acts as staff to the President and an independent reporter to management and General Richard Bednar (DRC's independent third-party compliance consultant) by monitoring and reporting results of the compliance/ethics efforts of the company and in providing guidance for senior management team on matters relating to compliance. The Chief Compliance Officer, together with General Bednar, is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program. The Corporate Compliance Office exists:

- As a channel of communication to receive and direct compliance issues to appropriate resources, including DRC's independent third-party compliance consultant, for investigation and resolution, and
- As an independent conduit to management regarding Company activities
- As a final internal resource with which concerned parties may communicate after other formal channels and resources have been exhausted.
- As a resource to our individual customer base regarding contract compliance, environmental compliance and any and all issues involving contract performance.

DRC'S CORE VALUES

- Tell the Truth. In all business matters, we are committed to finding the truth and telling the truth. Truth-telling is a fundamental obligation of the DRC Emergency Services, LLC executive leadership and all employees.
- Use Common Sense and Good Judgment. We rely on the integrity of our employees and expect that they apply common sense and good judgment even when no one is watching.
- Work Hard. We expect all employees to give the full measure of honest effort to their working responsibilities, while maintaining a healthy life balance with wholesome off-duty interests and activities.
- Be Prepared. The nature of our emergency services work demands that all of us be in a continuing state of readiness. Responding to urgent calls for our help with the right personnel and equipment assets sets us apart from the competition.
- Be Accountable. We are accountable for everything we do or fail to do. We take ownership of our actions and stand up to the consequences of those actions whether positive or harmful to our customers or our Company.
- Show Courtesy and Respect. Our culture is built on the initiative, strengths and dedication of our people. We treat each other with respect, honesty, courtesy and fairness. We value the different skills, perspectives and experiences of our people.
- Protect Privacy: The privacy and integrity of customer and employee records and information is part of showing respect. Personal or private information should be disclosed only after conferring with and receiving permission from the individual or customer.

APPLICATION OF CORE VALUES

- To our customers we place highest priority on the timeliness of our response, our practical effectiveness, and

the quality of our services and solutions.

- To our fellow employees we look out for their welfare, safety and health. We promote an environment that encourages new ideas, doing the right thing, enjoyment of work and equal opportunity for advancement.
- To our suppliers and subcontractors, we are fair and professional in all our dealings. We honor our commitments to our business partners. We select business partners who will adhere to ethical standards.
- To our neighbors wherever we work we are responsible citizens who respect the laws and customs of the communities in which we work.

COMPLIANCE STANDARDS AND PROCEDURES

DRC Emergency Services, LLC, by virtue of its preparedness, responsiveness, demonstrated comprehensive competency, ethical business conduct and fair pricing, aspires to be the “first in response” for natural and physical disasters requiring an urgent response team.

DRC is an organization of people who work as a team to provide solutions to our customers’ urgent problems, while always doing the right thing. We recognize that *how* we do our work is as important as *what* work we do. We will not tolerate any short cuts when it comes to our ethical values and standards of conduct.

“I will say that I have not worked with a more committed group of people when it came to honoring the contract you had with our county.” – Henry W. Bertram, Pendleton Judge/Executive, Commonwealth of Kentucky

The senior management and key personnel of DRC are committed to the highest standard of ethical conduct and compliance. DRC is partnered with a nationally recognized government compliance and ethics firm and is committed to adhering to the highest professional standards and always acting as a trustworthy source of our unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals who work with us in serving our public and private clients shall also adhere to high ethical business conduct standards.

DRC has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs. For instance, typically, no DRC or subcontractor employees are allowed to participate in the measurement of trucks; this is entrusted to local government, state EMA and/or FEMA officials. DRC uses a detailed measurement documentation program to ensure the integrity of the haul and vehicle measurements and the safety and integrity of the vehicles and their drivers.

DRC has a detailed and specific program of ticketing and reconciliation verification that, we believe, meets or exceeds the FEMA requirements and has instituted additional programs and procedures to ensure protection to the greatest possible extent against fraud, waste and/or abuse. Our Project Managers, Supervisors and Foremen are typically trained in fraud reduction and detection and report any suspected instances thereof to Project Managers, assigned internal auditors and/or counsel.

All of our executives and employees deal honestly and fairly with our customers, suppliers, competitors, regulators and with each other. In doing business with federal, state and local governments we adhere to their rules and regulations that touch our work and our business conduct.

SAFETY PROCEDURES

Through careful planning, hazard recognition and control, safety indoctrination and training and rigorous attention to safety procedures, DRC ensures the health and safety of personnel at our work sites and the public adjacent to our work sites.

DRC’s Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will (1) safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

The key contractor responsibilities concerning safety include (1) providing all personnel a general safety and health indoctrination and a safety and health orientation/screening prior to the commencement of work (or any single phase of work); (2) the continuing instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines as outlined by the United States Army Corps of Engineers.

A copy of DRC's Corporate Safety Plan is available for review upon request.

QUALITY CONTROL PLAN

The purpose of the Quality Control Plan is to promote efficient and safe operations and a quality product. DRC's approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing the City of Doral in the wake of a disaster event.

A copy of the Quality Control Plan is available for review upon request.

EMPLOYEE PERFORMANCE AND TRAINING

As one of the leading disaster response companies in the United States, we have developed one of the most capable recovery teams in the nation. Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris.

All personnel records (management, supervisors, foremen and laborers) are reviewed prior to deployment of personnel, to ensure all personnel have current documentation of training for each position they could be assigned (in accordance with OSHA, EPA and other applicable regulations and standards).

DRC, subcontractors, associates and contract reservist personnel have specialized training for emergency management and/or have attended multiple industry seminars and conferences. DRC, its subcontractors and/or personnel maintain membership in many professional organizations, including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services and are familiar with USACE, FEMA and FHWA rules and regulations, the Stafford Act and 44CFR, as they pertain to emergency response, recovery and reimbursement.

"In every occasion, DRC remained client oriented, responsive and delivered excellent service to Escambia County"

– Keith Wilkins

REP, Director of Community & Environmental Department, Escambia County, Florida

DRUG FREE WORKPLACE PROGRAM

DRC is a community in which responsibilities and freedoms are governed by policies and codes of behavior, including penalties for violations of these standards as stated in your Employee Manual. DRC has a standard of conduct that prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by employees on DRC's site and/or client sites or as a part of DRC's activities. DRC will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of the standards of conduct. Each situation will be look at on a case-by-case basis.

It is the goal of DRC to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, DRC has adopted the following policies:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, her/his supervisor or the Managing Director or Vice President of any criminal drug statute arrest or conviction they receive.
4. If an employee receives such a conviction DRC shall: take appropriate personnel action against the employee, up to and including termination.
5. DRC provides information about drug counseling and treatment.
6. DRC reserves the right to search and inspect for the maintenance of a safe workplace.

TECHNICAL TRAINING AND EDUCATIONAL SERVICES

DRC Emergency Services, LLC, by comprehensive planning and support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management, and we have had overwhelming success with training programs and pre-event planning workshops.

DRC has qualified personnel who are available to provide the City of Doral with Exercises, Plans, Formulation or Training on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the City of Doral as a service at no additional cost to the City. Training sessions will address planning and reimbursement issues, as well as any other concerns of the City, and are scheduled and led by DRC's Director of Training. Typically, training sessions also include DRC consultants and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

DRC's Director of Training travels the Country providing Debris Management and Response Readiness training to various Jurisdictions. Workshops can be offered in the manner most suitable for the jurisdiction, such as:

- Pre-Season Debris/Response Readiness Workshop
- Scenario Based Tabletop Exercise
- Debris Management Seminar
- Debris Readiness Exercise
- Discussion Based Debris Management Exercise
- Disaster Debris Awareness Exercise

When requested, DRC can offer a "Regional Debris Readiness Workshop" for smaller local government entities inviting neighboring jurisdictions for a combined training session.

RECENT WORK EXPERIENCE

HURRICANE IRMA

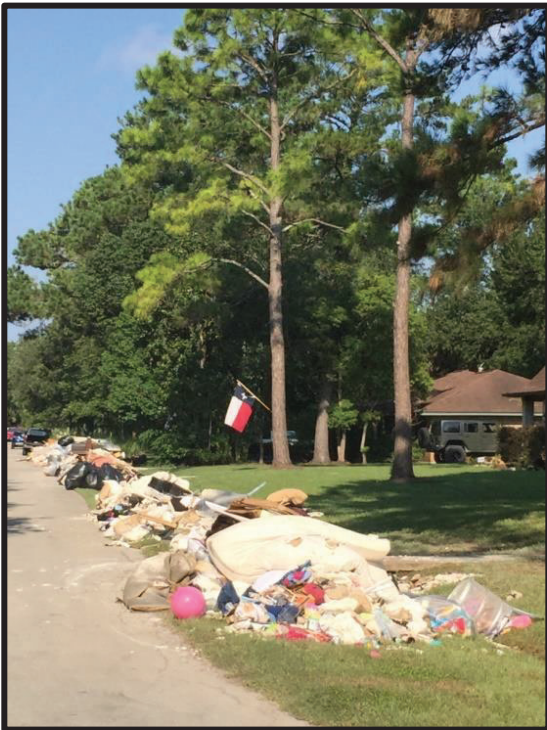
In early September 2017, Hurricane Irma made history as the most intense Atlantic hurricane to strike the United States since Katrina in 2005. Hurricane Irma made landfall on the Florida Keys as a category 4 storm and triggered one of the biggest blackouts in U.S. history leaving over 13 million people without power.

DRC met with the Florida Department of Transportation prior to Hurricane Irma's landfall and was pre-staged with Project Managers within 18 Counties including Taylor, Madison, Dixie, Levy, Gilchrist, Lafayette, Suwannee, Hamilton, Columbia, Union, Alachua, Bradford, Baker, Nassau, Duval, Clay, Putnam and St. Johns County. Following Irma, DRC simultaneously activated 8 PUSH contracts within these counties. Additionally, DRC provided food services to Palm Beach Gardens and Coconut Creek, prior to and after landfall.

In the aftermath of Hurricane Irma, FEMA designated 48 counties within Florida as federal disaster areas. The majority of debris created by Hurricane Irma is vegetative debris. To date, DRC has removed over 27,000 hazardous trees within the Cities of Miami and Fort Lauderdale and has reduced over 650,000 cubic yards of vegetative debris, in both jurisdictions combined.

DRC was activated in 26 jurisdictions simultaneously while managing 13 debris management sites.

HURRICANE HARVEY



In late August 2017, Hurricane Harvey hit southeast Texas as the first Category 4 hurricane to make landfall in the United States since Hurricane Charley in 2004. Cities on the Southeast Coast of Texas, such as Aransas Pass and Port Aransas, took the brunt of the initial impact of this tremendous storm. DRC provided food, cots and logistical needs to Jefferson County, the City of Pasadena, and the City of Port Arthur prior to landfall and in the initial aftermath of the storm. Seventy-two hours before the storm made landfall, DRC personnel were stationed in Aransas Pass working with officials to form a plan of action. Within 12 hours after the storm hit, DRC was mobilized. In a little over two months, DRC is 90% complete and the project is coming to a close.

As the first major hurricane (Category 3 or above) to make landfall in the United States since Hurricane Wilma in 2005, Hurricane Harvey poured more than 19 trillion gallons of rainwater on the State of Texas causing FEMA to designate 41 counties within Texas as federal disaster areas. According to FEMA, the Houston area experienced 51.88 inches of rain - the largest amount of rainwater to ever be recorded in the continental United States from a single storm. To date, DRC has recovered and reduced over 1,500,000

cubic yards within Harris County and the City of Houston. Additionally, DRC has removed over 15,000 hazardous trees and counting.

DRC was activated in 17 jurisdictions following Hurricane Harvey including the City of Texas City, Port Neches, Nederland, Groves, Humble, Taylor Lake Village, Cleveland, Bellaire, Piney Point Village and Waller County. Additionally, simultaneously ran more than 16 debris management sites during this activation.

2016 HURRICANE MATTHEW

Hurricane Matthew was a very powerful, long-lived and deadly tropical cyclone which became the first Category 5 Atlantic hurricane since Hurricane Felix in 2007. Hurricane Matthew was the thirteenth named storm, fifth hurricane and second major hurricane of the active 2016 Atlantic hurricane season. Before making landfall, the storm weakened in intensity to a Category 3. Matthew wrought widespread destruction and catastrophic loss of life during its journey across the Western Atlantic leaving extensive damage in the coastal counties of the States of Florida, Georgia and the Carolina's.



In the aftermath of the storm, DRC was activated in over 10 jurisdictions on the East Coast of the United States. The minute the winds ceased, our team was in motion leading the way toward recovery in many of the most severely impacted cities. DRC's initial response was in the City of St. Augustine, City of Daytona and the surrounding areas. In Florida, DRC has disposed of over 500,000 cubic yards in Daytona Beach, Ormond Beach, DeLand, Debary, Orange City, St. Augustine, and Sebastian. Operations began on October 7th in most locations and some are still operational.

As Matthew moved up the east coast to the State of North Carolina, DRC was activated in New Hanover County, City of Wilmington, Pender County, Hyde County, Greene County, and North Topsail Beach. DRC used hand labor to comb North Topsail Beach, picking up, recycling, and or disposing of over 200,000 cubic yards of all generated debris. Additionally, DRC was activated in Chatham County by the Georgia Department of Transportation for debris removal and hazardous tree trimming and removal.

To date, DRC has removed approximately 20,000 hazardous trees and collected over 700,000 cubic yards of debris.

2016 HURRICANE HERMINE

Carrying the designation "Florida's First Hurricane in more than a Decade," Hurricane Hermine hit the state's panhandle coast on Friday September 2nd and left a trail of damage and flooding in its wake. After receiving a Presidential "Major Disaster Declaration," DRC was activated to provide debris removal services in two of the most severely impacted counties.

Citrus County was impacted heavily as storm surge waters inundated hundreds of homes, generating more than a thousand tons of residential flood debris, and tens of thousands of cubic yards of vegetation which DRC successfully removed and disposed of in less than 30 days.

Leon County, home of Florida's capital city Tallahassee and one of the most severely impacted Counties in the state activated DRC's contract in a secondary capacity to augment the level of service being provided by their primary provider. DRC assisted in successfully bringing the program to completion by removing and disposing of 14,214.85 cubic yards of debris.

2016 LOUISIANA SEVERE FLOODING DR4277



The flood that affected South Louisiana in August of 2016 caused severe damage to thousands of homes and businesses. DRC Emergency Services mobilized contracts in East Baton Rouge Parish, Lafayette Parish, St. Martin Parish, Ascension Parish, Iberville Parish, Tangipahoa Parish and the Town of Baker La. This event required the use of over three hundred hauling vehicles collecting and processing and/or recycling over 2.5 million cubic yards of construction and demolition debris, over 250 tons of household hazardous waste and thousands of white goods. Many of the projects involved extended R.O.W. work requiring the use of R.O.E. documentation and procedures. In East Baton Rouge, two temporary Debris Management Sites (DMS) were opened and operated to compact and

recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

2016 MULTIPLE SEVERE WEATHER EVENTS

The severe weather in March resulted in flooding in all of Louisiana followed by April flooding in Texas. DRC responded to its standby customers in the City of Houston and Harris County, Texas while simultaneously working in Tangipahoa Parish, Louisiana. In Louisiana, the widespread flooding was mapped and prioritized from the air. DRC's crews provided immediate relief to impacted residents by removing water-soaked construction and demolition debris quickly and efficiently. Electronic waste, household hazardous waste and white goods were collected and processed separately.

Tornadoes ravaged Texas and North Carolina in late April and early May. DRC was called upon for debris collection, processing and disposal in Smith County, Texas via a TXDOT contract and in New Hanover, N.C. by way of a "standby" contract.

2016 SNOW STORM JONAS

The days of January 22nd through the 24th 2016 saw a blanket of snow across the Mid -Atlantic States primarily in areas unaccustomed and ill-prepared to deal with such massive quantities. Many areas experienced an accumulation in excess of three feet which caused a suspension of municipal services and massive cancellations of business operations.

DRC's response team established operations in Washington D.C. on the evening of the 22nd and began mobilizing equipment and manpower in assistance to the Maryland Highway Authority, the Maryland Department of General Services, Prince Georges County, Maryland, the City of Baltimore and Loudoun County Virginia. Operations continued twenty-four hours per day for ten days which required two operators per piece of equipment and around the clock management and support personnel. As a result of DRC's quick response, a long-term contract was secured with one of the tasking jurisdictions.

2015 LOUISIANA STORM EVENT

Following the April 2015 event, DRC was activated in response to Straight line winds affecting the City/Parish of East Baton Rouge. In as little as 30 days, crews had scoured the city and returned it to its pristine state. All of the debris

collected was quickly processed by grinding and ultimately recycled and used as fuel. DRC emergency Services also responded with adequate resources to Ascension Parish for an efficient and timely debris removal and recovery process.

*“Thanks to you all for being
EXTREMELY helpful and responsive!!!” -
Brant Gary, Director of Public Works,
City of Bellaire Texas*

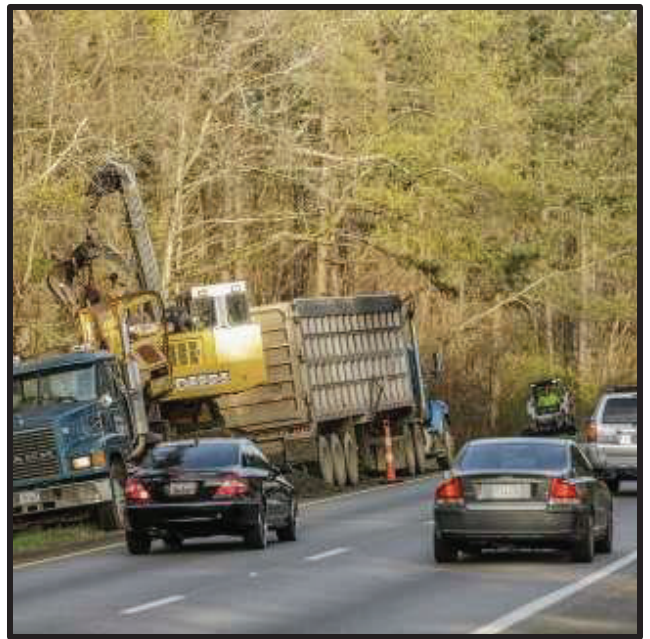
2015 TEXAS FLOOD EVENT

DRC was activated under its existing City of Houston “Standby” contract to collect approximately 250,000 cubic yards of mostly construction and demolition debris. Additionally, DRC was tasked with tracking this debris from “cradle to grave” with an emphasis on recycling.

The City of Bellaire also activated DRC under an existing Standby contract in response to the historic floods in May of 2015. While the volume produced in Bellaire was not significant, DRC mobilized rapidly to return the city to a normal state. Additionally, DRC responded to the needs of the Texas Department of Transportation by performing tree and debris removal with the Houston District as required by the department.

2014 ICE STORMS

The winter of 2014 wreaked havoc on the eastern seaboard. DRC’s initial work began in Richmond, Virginia supporting the City with ice and snow removal on several occasions in the months of December and January. On February 10, 2014, Ice storm Pax impacted the States of North Carolina, South Carolina and Georgia. DRC Emergency Services’ contract with the South Carolina Department of Transportation was activated in preparation of the event and as soon as weather permitted, DRC’s crews began clearing roadways. This event damaged and destroyed millions of trees throughout the State of South Carolina. The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees. DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million cubic yards of debris. Simultaneously, DRC’s contracts in North Carolina, were activated in New Hanover County, Pender County, the City of Wilmington for debris removal and reduction of approximately 400,000 cubic yards of debris. The winter of 2014 ended with a late ice storm in the first week of March in the State of North Carolina. In response to the damage caused by this storm, DRC was contracted by the City of Thomasville and the City of Archdale.



2013 MIDWESTERN TORNADO OUTBREAK

Beginning on May 20, 2013 and lasting nearly a week, severe thunderstorms that produced numerous devastating tornadoes swept through Texas, Oklahoma, Kansas and Missouri before moving on to the northeastern states. Widespread damage was reported, mainly throughout Oklahoma and Missouri. In response to these damaging tornadoes, DRC was contracted to perform debris removal and disaster recovery services in the City of Oklahoma City, Pottawatomie County, Oklahoma and St. Charles County, Missouri.

2012 SUPER STORM SANDY



On October 29th of 2012, Super Storm Sandy made landfall over Northeastern United States, primarily affecting the States of New York and New Jersey. Its storm surge flooded streets, tunnels and subways and damaged and destroyed thousands of homes. DRC was hired to remove debris from the New York DOT roads on Long Island in Suffolk and Nassau Counties. In New Jersey, we were hired to clean up Piscataway.

2012 HURRICANE ISAAC

On August 29th of 2012, Hurricane Isaac made landfall over Southeastern Louisiana. This slow-moving storm spent nearly 48 hours pummeling the area with hurricane force winds, and also brought with it a significant storm surge. DRC was activated by 9 of our clients in Louisiana, including St. Charles Parish, New Orleans, East Baton Rouge Parish, St. John Parish, Jefferson Parish and the LADOTD. DRC responded to each of these activations immediately and independently.

2011 TORNADO OUTBREAK

In early April 2011, a severe weather event culminated in easily the most prolific, active month for tornados on record. These tornados followed an unprecedented outbreak that had already affected much of the South East. DRC was contracted by more than five separate entities to perform debris removal services for more than 25 separate contracts. Some of the entities included the North Carolina Department of Transportation, the Alabama Department of Transportation, the Alabama Department of Conservation and Natural Resources, the City of Birmingham, USACE in Joplin, Missouri, as well as various other small cities and townships.

2011 FEMA SITE DEVELOPMENT

Beginning in the later part of 2011, DRC broke ground on a Site Development project for the USACE in Minot, North Dakota. Thus far, work has consisted of developing a portion of the site, located in the northeast corner of Minot, for the installation of FEMA temporary group housing. This project has required constant coordination between several different agencies including FEMA, the USACE, and officials with the State of North Dakota as well as local utilities' representatives. Topsoil stripping, grading, excavation, sanitary sewer and water line services, and electrical power and services are just a few examples of DRC's responsibilities with this project.

DEEPWATER HORIZON OIL SPILL



DRC successfully performed in several contracts that were directly related to the oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset and provided the ability to be intimately familiar with the placement, management, and removal of oil containment boom. Personnel in this company had a personal interest in protecting the Gulf Coast as they were among the affected residents. During this time, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. The company met several classifications which were listed on the OSRO Classification Matrix. Participation in this program allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.

THE HURRICANE SEASON OF 2009

Despite the unusual lull in hurricane activity for the 2009 hurricane season, DRC remained very much involved in the disaster remediation industry. DRC performed services for approximately 23 contracts that ranged from various types of debris removal to structural and slab demolition. In January of 2009, DRC responded with services and resources in a project funded by the Texas GLO that included debris removal and vessel recovery. The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of \$22,703,700.00. DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately \$11,157,132.02. Also included in DRC's list of 2009 projects were residential demolition, structural and slab demolition, and barge removal. These contracts, performed for governmental agencies ranging from the Texas GLO to the town of North Topsail Beach, North Carolina, are all currently estimated at \$43,285,257.75.

HURRICANES GUSTAV AND IKE

While DRC was actively responding to fifteen separate Louisiana contracts, Hurricane Ike struck the Texas Coast near Galveston. Our response was immediate, already having project managers imbedded in Emergency Operation Centers in each of our contracted jurisdictions throughout the impacted area. In Galveston, DRC provided meals to Government workers for weeks by utilizing our mobile kitchen. Tidal surge flooded much of the Island Community. DRC established massive DMS sites where construction and demolition debris was hauled in and separated into various categories (wood, metals, HHW, white goods, sheet rock, tires, batteries, oils etc.) and the process of recycling, compaction and reduction began. Surveys taken by Government officials showed that greater than ninety percent of all residents were more than satisfied with the efforts of DRC.

In Houston, America's fourth largest metropolitan area, DRC responded with more than two-thousand pieces of rolling stock and yellow iron. In just ninety days, DRC collected more than 5.6 million cubic yards of debris from the City of Houston alone. A mandate from Mayor Bill White called for recycling of all debris collected in the City. With a partnership with Allied Services, all the woody debris was reused or recycled.

During this event, DRC established a record that stands today by collecting 440,000 cubic yards of debris in a single day.

Work continued for the Texas General Land Office as DRC contracted to remove sunken vessels and debris from four major bays and waterways in the affected area. Side scan sonar was used to identify targets in advance and in combination with a well-designed implementation plan, the complete marine operation was concluded in just over thirty days.

In total, DRC successfully staffed, financed and managed thirty-nine virtually simultaneous contracts in Louisiana and Texas setting benchmarks for productivity and creative operating techniques along the way.

HURRICANES KATRINA, RITA AND WILMA

During 2005, DRC performed work from the devastation caused by Hurricanes Katrina, Rita and Wilma. The affected area spanned from the Florida Keys to Louisiana and all the way to Houston, Texas. In Louisiana, DRC performed work for the State that included a car and vessel removal, remediation, notification and recycling program. This program involved the removal of abandoned cars and vessels Statewide to aggregation sites operated by DRC. Protocol called for multiple legal notifications to the owners and the coordination with private insurance. Additionally, complete remediation was performed on each unit and ultimately the vehicles were recycled and auctioned with the proceeds reverting back to the State of Louisiana.

The Louisiana Department of Transportation and Development contracted with DRC to provide Debris Management for all of South Louisiana where more than thirty Parishes were affected. This program called for the establishment and operation of fifteen or more debris management sites where several million cubic yards of collected debris was processed and prepared for recycling, waste to energy or disposal.



In Plaquemines Parish Louisiana, DRC performed vast amounts of marine debris removal, silt removal from all of the Parish's numerous drainage canals and rapid repair to its Government buildings.

In New Orleans, DRC began a massive commercial and residential demolition project that is still operating today.

While work was being performed in Louisiana, DRC's operations in Florida included debris collection, processing, disposal and reuse in many major jurisdictions in South Florida including Miami and Miami Dade. In Monroe County Florida (Florida Keys), DRC performed debris removal which involved difficult task of siting and operating debris management sites in extreme environmentally sensitive locations. These temporary sites required lined portions in order to temporarily store HHW and other potentially hazardous substances.

A separate contract called for the removal of sunken and abandoned vessels, and the processing and disposal of these retrieved vessels all in an ecologically sensitive area.

"I cannot recommend them more highly. We certainly don't relish the possibility of another difficult storm season, but know that DRC will be there to meet all challenges imposed."

– George Garrett, Sr.

Director of Marine Resources and GIS Services, Monroe County, Florida

HURRICANES FRANCES, CHARLEY, IVAN AND JEANNE

During the 2004 Hurricane season, DRC responded to four sequential events (Frances, Charley, Ivan and Jeanne) by working 37 simultaneous, separate contracts. This work totaled over \$150,000,000 and DRC recovered, processed and disposed of over 10,000,000 cubic yards of debris in a three and half month period. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris in a successful effort to restore 15 miles of

Florida beaches destroyed in the aftermath of Hurricane Ivan. These projects spanned the entire State of Florida and required extreme quantities of manpower and equipment. In conjunction with these events, DRC operated a twenty four hour a day data processing center where tens of thousands of load tickets were continuously processed. Additionally, more than one hundred subcontractors provided services to DRC during these events including a significant number of local subcontractors as prescribed by the Robert T. Stafford Act.

10 YEAR PAST PERFORMANCE

2017	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	DTOP-Puerto Rico	Hurricane Maria Debris Removal (DR-4339)	Work in Progress
October	Miami-Dade County, FL	Site Management and Reduction of Temporary Debris Storage and Reduction Site - Hurricane Irma (DR-4337)	Est. \$5,000,000
October	North Miami Beach, FL	Debris Management and Reduction - Hurricane Irma (DR-4337)	Est. \$1,100,000
October	Monroe County, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$8,900,000
September	Florida Department of Environmental Protection	Marine Debris Removal - Hurricane Irma (DR-4337)	Work in Progress
September	Brunswick, GA	Debris Removal - Hurricane Irma (DR-4338)	Est. \$470,000
September	Orlando, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$490,000
September	South Pasadena, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$10,000
September	Piney Point Village, TX	Debris Removal - Hurricane Harvey (DR-4332)	Est. \$21,000
September	Debary, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$981,000
September	Inverness, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$98,000
September	Indian Creek Village, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$ 143,000
September	Bellaire, TX	Debris Removal - Hurricane Harvey (DR-4332)	Est. \$1,100,000
September	Pembroke Pines, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$19,450
September	Daytona Beach, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$ 816,000
September	Surfside, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$ 104,000
September	Orange City, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$ 428,000
September	St. Augustine, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$312,000
September	DeLand, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$1,200,000
September	Redington Beach, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$5,000
September	Waller County, TX	Debris Removal - Hurricane Harvey (DR-4332)	Est. \$ 27,000
September	Cleveland, TX	Debris Removal - Hurricane Harvey (DR-4332)	Est. \$4,000
September	Doral, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$ 48,800
September	Cutler Bay, FL	Emergency Cut & Toss - Hurricane Irma (DR-4337)	Est. \$ 98,500
September	Fernandina Beach, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$805,000
September	Coconut Creek, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$1,300,000
September	Largo, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$525,000
September	Fort Lauderdale, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$6,400,000

September	Citrus County, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$ 1,650,000
September	North Miami, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$2,400,000
September	Miami, FL	Debris Removal - Hurricane Irma (DR-4337)	Est. \$7,700,000
September	FDOT - District 2	Emergency Cut & Toss - Hurricane Irma (DR-4337)	Est. \$785,000
September	Coconut Creek, FL	Food Activation - Hurricane Irma (DR-4337)	Project Closeout in Progress
September	Palm Beach Gardens, FL	Food Activation - Hurricane Irma (DR-4337)	Project Closeout Progress
September	Taylor Lake Village, TX	Debris Removal - Hurricane Harvey (DR-4332)	Est. \$18,000
September	Humble, TX	Debris Removal - Hurricane Harvey (DR-4332)	Est. \$126,000
August	Groves, TX	Debris Removal - Hurricane Harvey (DR-4332)	Est. \$ 719,000
August	Nederland, TX	Debris Removal - Hurricane Harvey (DR-4332)	Est. \$195,000
August	Port Neches, TX	Debris Removal - Hurricane Harvey (DR-4332)	Est. \$72,000
August	Port Arthur, TX	Debris Removal - Hurricane Harvey (DR-4332)	Est. \$52,000
August	Harris County, TX	Debris Removal - Hurricane Harvey (DR-4332)	Est. \$33,500,000
August	Texas City, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$217,981.17
August	Houston, TX	Debris Removal - Hurricane Harvey (DR-4332)	Work in Progress
August	TXGLO, TX	Beach Restoration - Hurricane Harvey (DR-4332)	Est. \$320,000
August	Jefferson County, TX	Debris Removal - Hurricane Harvey (DR-4332)	Est. \$4,500,000
August	City of Port Aransas, TX	Debris Removal - Hurricane Harvey (DR-4332)	Work in Progress
August	City of Aransas Pass, TX	Debris Removal - Hurricane Harvey (DR-4332)	Work in Progress
August	City of Pasadena, TX	Food Services - Hurricane Harvey (DR-4332)	Project Closeout Progress
March	Chambers County, TX	Building Restoration as a result of a Tornado	\$3,400.00
January	Assumption Parish, LA	Removal of C&D from DMS - February 2016 Tornado	\$94,646.55
2016	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Greene County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$160,943.04
November	GDOT - Chatham County	Emergency Routine Maintenance - Hurricane Matthew (DR-4284)	\$1,393,613.05
November	Pender County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$1,162,119.60
October	Sebastian, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$387,820.47
October	Hyde County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$344,248.99
October	North Topsail Beach, NC	Disaster Debris Removal and Disposal (Push& Load & Haul Operations) - Hurricane Matthew (DR-4285)	\$148,682.78
October	New Hanover County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$899,548.29
October	City of Wilmington, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$929,414.68

October	City of Debarry, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$253,680.85
October	City of Ormond Beach, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$2,553,510.44
October	City of DeLand, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$505,777.85
October	Orange City, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$115,245.54
October	City of Daytona Beach, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$3,861,220.75
October	City of St. Augustine, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$856,579.69
September	Leon County, FL	Debris Removal - Hurricane Hermine (DR-4280)	\$1,591,250.93
September	Citrus County, FL	Debris Removal - Hurricane Hermine (DR-4280)	\$200,846.00
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$35,000,000.00
August	Ascension Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$5,903,607.61
August	Lafayette Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$975,792.64
August	Tangipahoa Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$468,387.73
August	St. Martin Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$64,622.94
August	City of Baker, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$413,150.33
August	Iberville Parish/City of St. Gabriel, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$66,153.72
August	Coastal Water Authority Houston, TX	Lake Houston Dam Debris Removal and Road Restoration	Work in Progress \$1,624,328.13
June	City of Desoto, TX	Meadow Creek Park Remediation Resulting - May Tornado	\$1,030,62.00
June	Caldwell Parish, LA	March 2016 Flood - Louisiana Severe Storms and Flooding (DR-4263)	\$16,401.60
June	St. James Parish, LA	Haul Out - February 2016 Tornado	\$91,104.64
June	Parish of East Baton Rouge/City of Baton Rouge, LA	May 2016 Wind Event	\$198,105.72
May	Texas Department of Transportation – Smith & Cherokee County	Debris Removal - April 2016 Tornado	\$558,910.69
May	New Hanover County, NC	Debris Removal - May 2016 Tornado	\$41,351.56
April	Texas Department of Transportation – Hunt County	On-Call Tree Trimming	Maintenance Contract
April	Harris County, TX	Debris Removal - Texas Severe Storm and Flooding DR-4269	\$504,198.86
April	City of Houston, TX	Debris Removal - Texas Severe Storm and Flooding DR-4269	\$2,728,745.37
April	Texas Department of Transportation – Denton County	Tree Trimming & Tree and Brush Removal	Maintenance Contract
March	Tangipahoa Parish, LA	Debris Removal - Louisiana Severe Storms and Flooding (DR-4263)	\$72,224.79
February	Texas Department of Transportation – Hill County	Tree Trimming and Removal	Maintenance Contract
January	Prince George's County, MD	Snow Removal - Winter Storm Jonas	\$179,188.75
January	Loudon County, VA	Snow Removal - Winter Storm Jonas	\$223,113.50
January	Maryland Department of General Services	Snow Removal - Winter Storm Jonas	\$12,440.00

January	City of Baltimore, MD	Preston Road Complex Snow Removal - Winter Storm Jonas	\$122,550.00
January	State of Maryland - Highway Authority	Snow Removal - Winter Storm Jonas	\$465,500.00
January	State of Louisiana Sand Activation	Delivery of Sand to Krotz Springs, LA	\$28,991.76
January	Texas Department of Transportation - McLennan County	Tree Trimming and Removal	Maintenance Contract
2015	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
October	Ethyl Road Industrial Park, LLC	Pond Dewatering	Est. \$136,298
October	East Baton Rouge, LA Housing Authority	Turner Plaza Demolition-Building 6	\$187,523.53
August	Alabama Department of Transportation - District 2, Tuscaloosa Area	Tree Trimming and Removal	Maintenance Contract
July	Jackson County, MS	Landfill Services for Chipping, Grinding, Hauling, and Disposal of Vegetative Debris	\$67,200.00
July	St. Louis County, MO	Tree Removal	Maintenance Contract
June	Texas Department of Transportation - Waller and Montgomery County	Disaster Debris Removal and Disposal - Texas Severe Storm and Flooding (DR-4269)	\$87,304.60
May	City of Bellaire, TX	Disaster Debris Removal and Disposal - Texas Severe Storm and Flooding (DR-4269)	\$12,926.87
May	City of Houston, TX	Disaster Debris Removal and Disposal - Texas Severe Storm and Flooding (DR-4269)	\$1,931,956.44
May	City of Houston, TX	Base Camps - Texas Severe Storm and Flooding (DR-4269)	\$7,142.00
May	Parish of East Baton Rouge, LA	Disaster Street Clearing Debris Collection, Removal, Processing, Disposal and Management Services	\$815,867.76
April	Ascension Parish, LA	Storm Cleanup - Monday, April 27, 2015 Weather System	\$60,000
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing - Detention Pond Clearing & Section 1 Clearing	\$123,664.00
March	City of Corpus Christi, TX	Master Channel 31 Drainage Channel Excavation	\$878,176.52
February	New Caney Defined Benefits Area MUD Within the City of Houston EIJ in Montgomery County, TX	Phase 2 Clearing and Grubbing	\$618,286.08
January	Harris County, TX	Expansion of James Driver Park Phase One	Work in Progress \$1,506,550.65
2014	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Texas Department of Transportation - Smith County	Tree Removal	Maintenance Contract
November	Brazos County, TX	Tree Trimming and Removal	\$118,366.25
October	Harris County, TX	South Richey Storm Water Detention Basin Excavation	Work in Progress \$5,395,557.23
August	Alabama Department of Transportation - 2 nd Division District 3	Tree Trimming/Canopy Removal- District 3	\$115,842.50
August	Jefferson Parish, LA Public Works	Stumps and Root Mass Grinding	Maintenance Contract
July	City of Athens, AL	Grinding and Disposal of April 28, 2014 Storm Debris/Green Waste	\$65,552.00
July	Hyde County, NC	Debris Management Services - Hurricane Arthur	\$8,750.00
July	Houston Parks Board	Bayou Greenways Tree pruning and Forestry-Maintenance Contract	Maintenance Contract
July	City of Shreveport, LA	Cross Lake Dam Embankment Vegetation Removal	\$227,287.26

July	City of Center Point, AL	Demolition and Cleanup	\$34,911.00
July	City of Archdale, NC	Winter Storm Debris Easement Removal	\$141,000.00
July	City of Jonesboro, AR	Debris Removal	\$280,000.00
May	City of Archdale, NC	Winter Storm Debris Removal	\$147,203.50
May	Gulf Breeze, FL	Emergency Debris Removal - April Rain Event	\$108,995.46
May	Okaloosa, FL	Emergency Debris Removal	\$5,816.78
April	Thomasville, NC	Debris Removal and Disposal, Debris Management, and Debris Clearance	\$473,222.69
March	City of New Orleans, LA	Strategic Demolitions for Economic Recovery	\$6,685,950.00
February	New Hanover, NC	Emergency Response, Management, and Recovery	\$1,146,756.55
February	Wilmington, NC	C&D Debris Removal and Vegetative Debris Removal and Disposal	\$1,555,223.85
February	Pender County, NC	Debris Management and Site Disposal	\$66,447.07
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	\$44,233,669.57
January	Richmond, VA	Snow Removal Services	\$36,855.00
January	Louisiana Department of Transportation and Development - Webster Parish	Tree Removal in Webster Parish	\$458,785.00
2013	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Port St. Lucie, FL	Canal Bank Stabilization Improvements (3 Segments)	\$4,022,930.54
September	Louisiana Department of Transportation and Development - Bienville Parish	I-20 Tree Removal in Bienville Parish	\$348,053.00
July	St. Louis County, MO	Tree Removal & Stump Grinding	Maintenance Contract
June	St. Charles County, MO	Emergency Storm Debris Removal - Midwest Tornado Outbreak	\$923,105.33
June	Bridgeton, MO	Emergency Storm Debris Removal - Midwest Tornado Outbreak	\$38,918.81
June	Pottawatomie County, OK	Emergency Storm Debris Removal - Midwest Tornado Outbreak	\$418,256.75
June	City of Oklahoma City, OK	Emergency Storm Debris Removal - Midwest Tornado Outbreak	\$1,873,206.11
May	Terrebonne Parish Consolidated Government	St. Louis Bayou Cleanout	\$924,950.00
April	Ocean City, NJ	Marine Debris Removal - Super Storm Sandy Subcontractor to Zehender Disaster Relief, LLC	\$512,750.50
2012	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Piscataway, NJ	Debris Removal - Super Storm Sandy	\$1,498,637.31
November	New York Department of Transportation - Nassau County	Debris Removal - Super Storm Sandy	\$5,190,263.72
November	New York Department of Transportation - Suffolk County	Debris Removal - Super Storm Sandy	\$8,224,716.15
November	New York Department of Transportation - Suffolk County	Debris Removal - Super Storm Sandy	\$3,607,542.53
November	Harford County, MD	Debris Removal - Super Storm Sandy	\$29,671.63
September	Ascension Parish, LA	Debris Removal - Hurricane Isaac	\$279,364.17

September	Louisiana Department of Transportation and Development – District 62	Debris Removal - Hurricane Isaac	\$913,039.39
September	Mandeville, LA	Debris Removal - Hurricane Isaac	\$465,759.22
September	St. John the Baptist, LA	Debris Removal - Hurricane Isaac	\$2,919,975.96
September	Jefferson Parish, LA	ROW Debris Removal - Hurricane Isaac	\$1,713,925.30
September	East Baton Rouge, LA	Disaster Management - Hurricane Isaac	\$2,474,520.78
September	St. Charles Parish, LA	Debris Removal - Hurricane Isaac	\$506,673.33
August	Jefferson Parish, LA	ROW Debris Removal - Hurricane Isaac	\$64,402.51
August	City of New Orleans, LA	Debris Removal - Hurricane Isaac	\$2,576,871.94
August	Downtown Development District – New Orleans, LA	Debris Removal - Hurricane Isaac	\$14,858.79
August	State of Louisiana	Mass Feeding - Hurricane Isaac	\$23,750.00
August	State of Louisiana	Catering Services - Hurricane Isaac	\$21,030.00
August	State of Louisiana	Delivered MRE's to Kenner, LA - Hurricane Isaac	\$4,604.64
August	State of Louisiana	Sand Delivery - Hurricane Isaac	\$19,680.00
August	Florida Department of Transportation – District 7	Cut and Toss Contract Z7023 - Hurricane Isaac	\$17,550.00
July	St. Clair County, AL	PWB #29 Shoal Creek Extension	\$188,864.00
July	VDEM	Logistics / Emergency Supplies	\$96,911.80
July	Corpus Christi, TX	Brush Collection	\$249,070.83
June	Matthews County, VA	Logistics / Emergency Supplies	\$13,109.00
May	Corpus Christi, TX	Debris Removal	\$482,331.96
May	Moody, AL	Storm Debris Removal	\$69,375.00
May	Limestone County, AL1	Waterway Debris Removal	\$164,605.02
May	St. Clair County, AL	Shoal Creek Debris Removal	\$682,000.00
May	St. Clair County, AL	Kelly Creek Debris Removal	\$173,782.00
April	Tuscaloosa, AL	Forest Lake Debris Removal	\$142,817.00
March	Pendleton County, KY	Tornado debris removal from county road right of ways	\$144,039.22
March	Lafayette Consolidated Government	Emergency Disaster Debris Removal - March 2012 Floods	\$52,767.84
February	Center Point, AL	Disaster Debris Removal, Reduction & Disposal for - January 2012 Tornadoes	\$458,260.06
January	Tuscaloosa, AL	Structural demo, Debris removal and Site cleanup	\$1,369,153.80
2011	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Burgaw, RI	Grinding/Chipping at Site	\$18,620.00
November	Barrington, RI	Tub Grinding at Town Compost Site	\$81,956.92

October	Houston, TX	Debris Removal in City Parks and ROW's	\$3,783,080.94
September	Southern Shores, NC	Debris Removal - Hurricane Irene	\$240,643.61
September	Pamlico County, NC	Veg and C&D Debris Removal - Hurricane Irene	\$1,383,586.23
September	New Hanover County, NC	Veg and C&D Debris Removal and Disposal - Hurricane Irene	\$278,255.70
September	Virginia Department of Transportation - Ashland Residency	L & H Debris Removal - Hurricane Irene	\$4,498,736.62
September	Richmond, VA	Disaster Recovery Services - Hurricane Irene	\$895,762.35
September	Pender County, NC	Site Management at Rocky Pt Convenient / Morris Tract in homestead	\$42,897.68
September	Cranston, RI	Debris Removal - Hurricane Irene	\$1,209,413.46
September	Narragansett, RI	Debris Removal - Hurricane Irene	\$47,826.23
September	Calvert County, MD	L & H Debris Removal - Hurricane Irene	\$143,659.44
September	USACE-Minot, ND	Mobile Home Group - Site Development	\$9,367,899.71
September	North Topsail Beach, NC	Debris Removal - Hurricane Irene	\$4,950.00
September	Cumberland, RI	Debris Removal - Hurricane Irene	\$53,440.00
September	Providence, RI	Debris Removal - Hurricane Irene	\$209,399.00
September	Rhode Island Department of Transportation	Debris Removal - Hurricane Irene	\$17,864.50
August	Holmes County, MS	Debris Removal - 2011 Tornadoes	\$36,515.94
August	VDEM	Logistic/Life Support Services due to Hurricane Irene: Portable Showers & Toilets, Bottled Water, Fuel, Generators, Reefer Trucks	\$514,000.00
August	Harford County, MD	Provided Roll Off containers due to Hurricane Irene	\$66,012.00
August	St. Mary's County, MD	Push / Load and Haul Debris Removal - Hurricane Irene	\$855,323.40
August	Havelock, NC	Debris Removal, Land H - Hurricane Irene	\$213,132.34
August	Suffolk, VA	Emergency Push - Hurricane Irene Subcontractor to TME	\$828.00
August	Virginia Department of Transportation - Hampton Road District	Debris Removal - Hurricane Irene	\$7,701,214.94
July	Durant, MS	Veg Debris Removal, Hauling & Disposal - 2011 MS tornado	\$146,745.80
June	City of Birmingham, AL	Debris Removal - April Tornado	\$967,820.03
June	Alabama Department of Transportation - Division 3, Jefferson County	Debris Removal - April Tornado	\$260,979.00
June	Alabama Department of Transportation - Division 3, Shelby County	Removal and Disposal of Storm Debris and Damaged Trees - April Tornado	\$1,688.89
June	Alabama Department of Transportation - Division 3, St. Clair County	Removal and Disposal of Storm Debris and Damaged Trees - April Tornado	\$212,836.34
June	Alabama Department of Transportation - Division 3, Blount County	Removal and Disposal of Storm Debris and Damaged Trees - April Tornado	\$3,255,622.52
June	Plaquemines Parish, LA	Provision of temporary correctional training facility	\$2,049,081.42
June	Clay County, MS	Removal and Disposal of Storm Debris and Damaged Trees	\$47,150.10
June	City of New Orleans, LA	FEMA Demolition Program - Hurricanes Katrina & Rita	\$2,860,893.60

May	Fultondale, AL - Jefferson County	Debris Removal - April Tornado	\$985,685.26
May	Calhoun County, AL	Debris Removal - April Tornado	\$4,652,742.66
May	East Baton Rouge, LA	Recreation and Park Commission Central Community Sports Park - Recreation Facility Construction	\$2,768,672.22
May	City of Trussville, AL	Debris Removal - April Tornado	\$99,620.38
May	Alabama Department of Transportation - Division 1 District 4 (AL 69 and 79 Marshall County)	Debris Removal - April Tornado	\$403,935.00
May	City of Birmingham, AL	Debris Removal - April Tornado	\$5,578,914.05
May	Alabama Department of Transportation - Division 1 District 4 (AL 91 Cullman County, AL)	Debris Removal - April Tornado	\$993,538.00
May	Alabama Department of Transportation - Division 1 District 4 (AL 227 & AL 62 Marshall County)	Debris Removal - April Tornado	\$1,792,201.95
May	Alabama Department of Transportation - Division 1 District 4 (I-65 Cullman County, AL)	Debris Removal - April Tornado	\$1,689,537.00
May	Alabama Department of Transportation - Division 1 District 4	Debris Removal - April Tornado	\$233,334.00
May	Alabama Department of Transportation - Division 1 District 4 (US 278 & US 31 Cullman County, AL)	Debris Removal - April Tornado	\$171,479.00
May	Alabama Department of Transportation - Division 1 District 3 Jackson County	Debris Removal - April Tornado	\$454,803.00
May	Alabama Department of Transportation - Division 1 District 3 DeKalb County	Debris Removal - April Tornado	\$165,183.00
May	Alabama Department of Transportation - Division 5 District 2 Tuscaloosa	Debris Removal - April Tornado	\$2,950,669.00
May	Town of Phil Campbell, AL	Debris Removal - April Tornado	\$2,343,961.22
May	Franklin County, AL	Debris Removal - April Tornado	\$2,339,722.44
May	Alabama Department of Conservation and Natural Resources (Guntersville State Park)	Debris Removal - April Tornado	\$2,302,133.60
April	USACE - Nashville, TN	Metro Center Levee Improvements-construction of bike path on existing levee	\$1,038,680.57
April	St. Bernard Parish, LA	Roadway restoration project-repairs throughout the Parish	\$262,934.70
April	North Carolina Department of Transportation - Johnston County	ROW debris removal and Disposal - April Tornado	\$98,739.61
April	North Carolina Department of Transportation - Wilson County	ROW debris removal and Disposal - April Tornado	\$46,359.56
April	North Carolina Department of Transportation - Greene County	ROW debris removal and Disposal - April Tornado	\$161,472.00
2010	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Richmond, VA	Snow Push	\$27,803.50
September	Corpus Christi, TX	Debris Removal - yearly maintenance	\$340,133.67
July	World Food Program	Haiti - Construction and operation of secured community housing and support facilities	\$7,186,840.47
May	Monroe County, FL	Lobster Trap Removal	\$1,771,855.38
May	Escambia County, FL	Oil Spill Recovery - BP Oil Spill	\$5,015,323.99

May	United States Environmental Services, LLC Louisiana	Provision of Boom - BP Oil Spill	\$1,000,000.00
May	Lawson Environmental	Provision of Boom - BP Oil Spill	\$884,000.00
May	Orleans Parish Criminal Sheriff's Office	Temporary Inmate Housing	\$9,025,109.43
May	City of Nashville, TN	Flood Debris Removal	\$240,509.17
May	BP Deep Water Horizon Oil Spill Response	Oil Spill Recovery Efforts Plaquemines Parish, Lafitte and Terrebonne Parish, LA and the Panhandle of Florida	\$170,000,000.00
May	State of Florida DEP Santa Rosa County	Placement of Oil Containment Boom - BP Oil Spill	\$1,479,192.30
May	Coastal Planning and Engineering Okaloosa County	Placement of Oil Containment Boom - BP Oil Spill	\$5,184,096.40
April	Red Cross	Provision of Temporary office space	\$163,112.00
March	Terrebonne Parish Consolidated Government	Demolition of 83 houses	\$400,000.00
February	City of New Orleans, LA	Strategic Demolition	\$5,265,125.00
February	Anne Arundel County, MD	Snow Push	\$3,054,029.50
February	Alexandria, VA	Snow Push	\$27,216.00
February	Prince William County, VA	Snow Push	\$32,880.00
February	City of Baltimore, MD	Snow Push	\$2,697,721.00
February	Arlington County, VA	Snow Push	\$264,408.00
February	Virginia Department of Transportation - Warrenton Residency	Snow Push	\$48,624.00
February	Maryland Department of Transportation - SHA Region C, Anne Arundel County	Snow Push	\$9,593.00
February	Baltimore Public Buildings & Grounds	Snow Push	\$212,931.00
February	VDEM	Snow Push	\$51,000.00
January	Terrebonne Parish Consolidated Government	Marine and vessel debris removal	\$216,000.00
2009	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Anne Arundel County, MD	Snow Push	\$3,110,362.00
December	VDEM	Snow Push	\$477,178.55
November	Texas Department of Transportation - Cherokee County	Tree Trimming & Brush Removal	\$171,176.25
November	New Orleans, LA	Construction of City Park Tennis Center	\$3,680,000.00
August	Louisiana Land Trust # 7	Structure and slab demo in Orleans, Jefferson, St Bernard Parish	\$426,480.00
August	Louisiana Land Trust # 11	Structure and slab demo Orleans Parish	\$1,277,740.00
July	Assumption Parish Police Jury, LA	Debris Removal, Ezekiel St. Dumpsite	\$94,970.00
July	Grand Isle State Park, LA	Erosion Control	\$1,392,700.00
July	Iberville Parish, LA	Removal of Sunken Barges	\$196,000.00
July	Jefferson Parish, LA	Private property demolition in Bataria, Lafitte, Crown	\$1,323,044.20

		Point and Grand Isle	
June	North Topsail Beach, NC	Berm Shaping	\$220,459.00
April	Birmingham, LA Airport Authority	Demolition	\$148,464.00
April	Lafayette, LA	Demolition of residential houses	\$17,664.00
April	Texas Department of Transportation - Galveston County	Bolivar Ditch Excavation	\$306,413.28
March	Lexington-Fayetteville Urban County	Ice Storm Debris Removal	\$177,877.50
March	Louisiana Department of Transportation and Development	Chipping and Grinding - Hurricane Gustav	\$144,565.00
March	Graves County, KY	Ice Storm Debris Removal	\$2,220,183.54
March	Baxter County, AR	Ice Storm Debris Removal	\$4,519,870.90
February	Lexington-Kentucky Urban County	Ice Storm Debris Removal	\$780,000.00
February	Blytheville, AR	Ice Storm Debris Removal	\$1,481,569.99
February	Kentucky Department of Transportation - District 1	Ice Storm Debris Removal	\$5,852,377.80
February	Harris County, TX	Debris Removal - Hurricane Ike	\$24,750.00
February	Fayetteville, AR	Ice Storm Debris Removal 2009	\$2,592,537.17
February	Kentucky Department of Transportation - District 2	Ice Storm Debris Removal	\$509,174.25
January	Texas General Land Office	Marine Debris Removal - Hurricane Ike	\$22,703,700.00
2008	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
October	USACE Vicksburg District	Drift and Debris Removal and Associated Work, Coldwater Rivershed	\$467,280.00
October	Texas Department of Transportation - Hardin East	Debris Removal ROW - Hurricane Ike	\$176,893.20
October	Texas Department of Transportation - Chambers East	Debris Removal ROW - Hurricane Ike	\$413,525.00
October	Bayou Lafourche Fresh Water District	Debris Removal - Hurricane Gustav	\$772,320.00
October	Texas Department of Transportation - Orange County	Debris Removal - Hurricane Ike	\$2,206,012.92
October	Groves, TX	Debris Removal - Hurricane Ike	\$16,584.21
October	Port of Galveston, TX	Debris Removal - Hurricane Ike	\$467,898.84
September	Plaquemines Parish, LA	Repairs to Buras Library - Hurricane Katrina	\$3,424,000.00
September	Westwego, LA	Debris Removal - Hurricane Gustav	\$35,674.67
September	Kenner, LA	Debris Removal - Hurricane Gustav	\$315,000.00
September	New Orleans, LA	Debris Removal - Hurricane Gustav	\$1,650,562.67
September	St John the Baptist, LA	Debris Removal - Hurricane Gustav	\$792,395.68
September	St Landry Parish, LA Don Menard (337) 948-3688	Debris Removal - Hurricane Gustav	\$2,992,882.80
September	Iberville, LA	Emergency Push and Debris Removal - Hurricane Gustav	\$3,368,184.69

September	Lafayette, LA	Emergency Push and Debris Removal - Hurricane Gustav	\$4,506,624.12
September	Iberia, LA	Debris Removal - Hurricane Gustav	\$1,793,463.03
September	Tangipahoa, LA	Debris Removal - Hurricane Gustav	\$2,780,902.26
September	Louisiana Department of Transportation and Development - District 2, 3, 61, 62	Debris Removal - Hurricane Gustav	\$18,970,757.96
September	Galveston, TX	Debris Removal - Hurricane Ike	\$38,007,492.62
September	Harris County, TX	Debris Removal - Hurricane Ike	\$19,446,030.96
September	Piney Point Village, TX	Debris Removal - Hurricane Ike	\$693,346.07
September	Taylor Lake Village, TX	Debris Removal - Hurricane Ike	\$598,735.91
September	Bellaire, TX	Debris Removal - Hurricane Ike	\$880,126.19
September	Port Neches, TX	Debris Removal - Hurricane Ike	\$450,447.33
September	Jefferson County, TX	Debris Removal - Hurricane Ike	\$1,996,522.66
September	Nassau Bay, TX	Debris Removal - Hurricane Ike	\$480,179.64
September	Nederland, TX	Debris Removal - Hurricane Ike	\$915,993.94
September	Humble, TX	Debris Removal - Hurricane Ike	\$646,447.07
September	Jamaica Beach, TX	Debris Removal - Hurricane Ike	\$2,605,261.37
September	Port Arthur, TX	Debris Removal - Hurricane Ike	\$6,831,004.19
September	Baytown, TX	Debris Removal - Hurricane Ike	\$3,116,996.01
September	El Lago, TX	Debris Removal - Hurricane Ike	\$308,842.37
September	Jefferson County, TX Drainage District No. 7	Debris Removal - Hurricane Ike	\$1,645,364.59
September	Houston, TX	Debris Removal - Hurricane Ike	\$65,138,381.25
July	Plaquemines Parish, LA	Repairs to Buras Auditorium Project No. 06-08-03 - Hurricane Katrina	\$4,468,000.00
June	Parkersburg, IA	Debris Recovery Contract	\$5,486,500.00
June	Plaquemines Parish, LA	Repairs to Hurricane Damage at Port Sulphur Government Building - Hurricane Katrina	\$3,676,593.00
June	Plaquemines Parish, LA	Replacement of the Recreation/Sign/Prowm Building Hurricane Katrina	\$2,924,000.00
June	Plaquemines Parish, LA	Replacement of the District 8 Council Building - Hurricane Katrina	\$1,486,968.00
June	Macon, GA	Debris Management and Removal Services	\$3,458,435.00
May	Port of New Orleans, LA	Press and Louisa St. Wharves Demolition & Removal of Remaining Structures	\$1,530,355.00
May	New Orleans, LA	Structural Demolition, Selective Salvage, Debris removal and Site Clean-up	\$2,696,118.71
April	Benetech - FEMA - Park Restorations	Restoration of Trailer Parks	\$64,800.00
March	Macon County, TN	Debris Removal & Disposal - Northern Portion Subcontractor to Benetech	\$677,674.68
March	Macon County, TN	Debris Removal & Disposal - Southern Portion Subcontractor to Benetech	\$522,732.15

February	Alba, MO	Debris Removal - December 9 & 10, 2007 Ice Storm	\$28,750.00
February	Jefferson Parish, LA	Private Property Debris Removal	\$111,893.00
January	Monroe County, FL	Removal of the Lady Luck Casino Vessel	\$499,050.00
January	Duquesne, MO	Debris Removal - December 9 & 10, 2007 Ice Storm	\$128,886.00

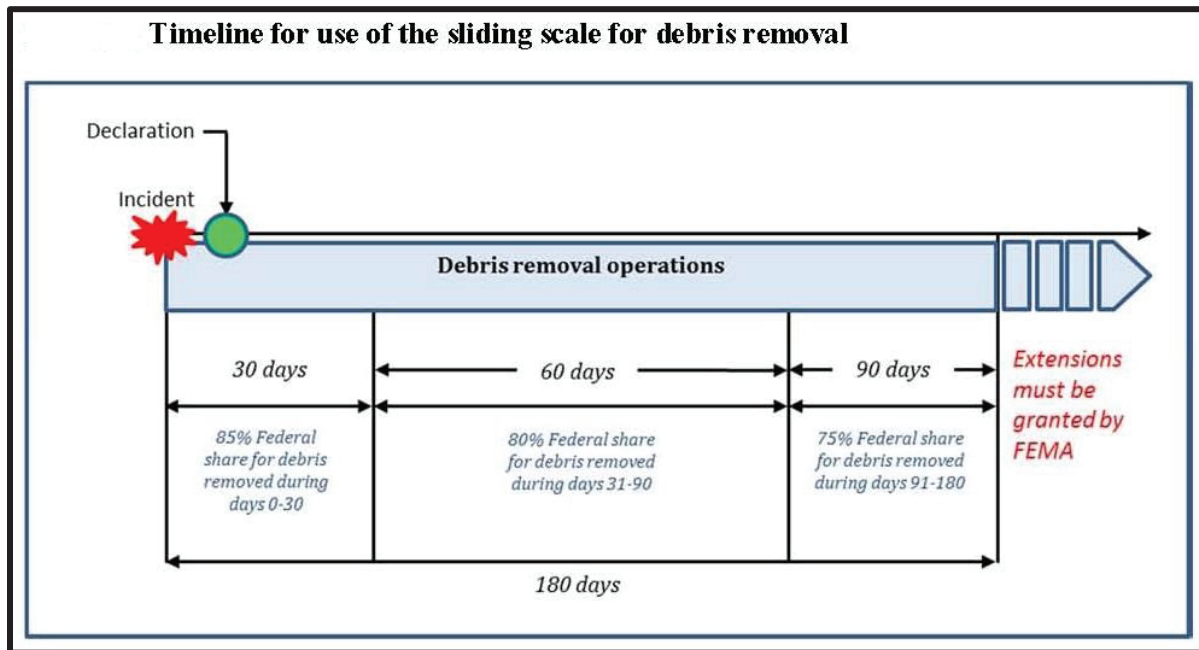
EXPERIENCE WITH FEMA REIMBURSEMENT

For the past 29 years, DRC has responded to emergency/disaster events for numerous government entities, almost all of which were under FEMA disaster declaration and were FEMA grant reimbursable. **The maximum reimbursement rate was granted by FEMA to the customers for every event.**

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. 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 substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

COMPLETION WITHIN 180 DAYS

DRC is cognizant of FEMA's Alternate Funding mechanism and the advantages to accelerated debris removal resulting in increased Federal cost sharing. As such, DRC has provided rapid response to recent events such as the Winter Storm Pax where we provided over fifty million dollars of debris collection to the SCDOT in fewer than ninety days and in the Houston Texas floods of 2015 where the eighty percent of the work was performed in the first thirty days. Our description of the storms of 2004 above details DRC's ability to collect, process and haul out to final disposal in excess of ten million cubic yards in one hundred days.



Perhaps more importantly, DRC has extensive experience in serving the needs of the East Coast having responded to disasters in these areas over the past few years. DRC has thorough knowledge of the State, active and potential debris sites, collection routes, sand beach management issues, and policies and procedures. Moreover, DRC has developed strong relationships with local partners and officials involved in cleanup efforts.

FEMA REIMBURSEMENT

Compliance with federal and state guidelines is critical for recovery operations conducted under the auspices of the *Federal Public Assistance Program*. The reference materials that establish these guidelines are the Debris Management Guide (FEMA), the Policy Digest (FEMA), the Public Assistance Guide Act (US Congress), and 44

C.F.R. (Code of Federal Regulations). Non-compliance a contractor or subcontractor can jeopardize the client's reimbursement and, in extreme cases, result in an investigation by the Office of the Inspector General (OIG). DRC's compliance with these federal guidelines is critical to our reputation. DRC has a 29-year history of 100 % maximum reimbursement for its clients.

DRC Emergency Services strives to continuously stay ahead of changes in FEMA policy and guidance, especially that policy which may impact our clients. One such policy change took place in December of 2014, this being the implementation of the FEMA "Super Circular" otherwise known as Uniform Guidance, 2 C.F.R. 200 Procurement & Documentation. At DRC, we took the time to read, discuss, and implement internal measures to be certain that our clients, or prospective clients, are on course to be fully compliant with this guidance. DRC carefully review scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may be called in to question following this recent guidance revision by FEMA. We see this as just another opportunity to assist the local government in their mission to attain full reimbursement for post-event activations and operations.

PROJECT WORKSHEET AND APPLICATION PROCESS

The Project Worksheet (PW) is the FEMA document used to request funding for specific recovery projects. A properly formatted PW will fully detail the necessity of a project, the scope of the project and will accurately forecast the costs associated with the project. Small projects (equal to or less than \$120,000 after 2/24/2014) are written by local governments and large projects (greater than \$120,000 after 2/24/2014) are written by FEMA. Debris removal projects, which make up the majority of all Public Assistance grants, are almost exclusively large projects. The FEMA PA Project Specialist (formerly known as the Project Officer) assigned to the local government will begin the process of gathering data and writing the debris removal PW within days or weeks after the event. Several sets of critical data are necessary to complete the PW.

- Accurate estimates of the total amount of debris to be collected
- Accurate estimates of the total cost of the debris removal project
- Accurate database tracking of work completed to date
- Invoices submitted by and payments to the contractor

DRC can assist the Government entity in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. 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 substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

INITIAL DAMAGE ESTIMATE

In order to accurately populate information necessary for the FEMA project worksheet DRC routinely conducts initial damage estimates with the help of its municipal client. These assessments are calculated by taking a representative sample (typically four linear miles in various parts of the jurisdiction) and calculating the amount of debris within those sectors. This amount of debris is multiplied by the number of total street miles within the jurisdiction to determine preliminary damage (expressed in cubic yards). To reinforce this estimate it is also typical for DRC to provide a helicopter to determine if any anomalies are present within the affected jurisdiction.

IMMEDIATE NEEDS FUNDING

The purpose of Immediate Needs Funding is to provide applicants with funding for urgent needs, without burdening them with extensive paperwork during peak crisis operations. The maximum amount of INF an applicant can receive is 50% of the emergency work estimated in the Preliminary Damage Assessment (PDA). Eligible emergency work typically includes debris removal, emergency protective measures, and removal of

health and safety hazards. INF is not intended for emergency work projects with Special Considerations or projects that will take more than 60 days to complete. INF is designated for emergency work costs such as overtime payroll, equipment expenses, temporary employee payroll, materials purchased, equipment rented, and contractor payments. INF is placed in the State's account within days of the disaster declaration and ensures that the immediate needs of the applicant are met. DRC has helped numerous applicants, over its 29-year history, obtain INF.

FEMA TECHNICAL MANAGEMENT TRAINING

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. 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 substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

DRC and/or DRC have on staff, or available through its extensive Reservist/Consultant Personnel Database, qualified personnel who are available to assist any client with Exercises, Plans Formulation, or Training of Government personnel on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the government as a service at no additional cost to the City. Training sessions are scheduled and led by the Director of Training and will address planning and reimbursement issues as well as any other concerns of the City. Typically, training sessions also include DRC consultant and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

AVAILABILITY OF FIRM'S RESOURCES

AVAILABILITY OF KEY PERSONNEL

For the past 29 years, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories, in theatres of U.S.-led troop operations, and in Central America. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. All assigned personnel will be available to the City as needed. Personnel are N.I.M.S-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications, and handheld computers. DRC personnel will have the experience and/or training to respond **immediately** to disasters and are provided with a DRC ES supervisor handbook including required reports and forms for successful disaster response and management thereof.

“DRC’s knowledge base, experience, and ability to make experts available in the field were instrumental in the successful completion of this work.” – Donald G. Donaldson, P.E., Engineering Director/County Engineer, Martin County, FL

There are no pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.

AVAILABLE EQUIPMENT

DRC Emergency Services, LLC and associated and affiliated companies and subcontractors, owns substantial trucks and specialized pieces of heavy equipment, attachments and support equipment specifically designed for emergency response. DRC owns dozens of cellular and radio telephones for use in an emergency. DRC and/or their subcontractors have national priority contracts with multiple national equipment leasing companies and subcontractors and/or independent contractors through which hundreds of trucks and/or pieces of heavy loading equipment are available to supplement DRC’s and/or the subcontractor’s fleets. In summary, DRC is capable of mobilizing all of the listed equipment and more, as needed, to meet the clearing requirements of a Notice to Proceed.

DRC estimates that there are only between 1100 to 1500 self-loading double box, one hundred cubic yard plus rigs in the United States. All of our primary subcontractors operate this type of equipment which allows DRC to set industry standards for maximum capacity collected. **DRC set a FEMA record by collecting over 400,000 cubic yards in a single day of operation.**

In addition to the equipment owned by DRC, we have national accounts with multiple equipment rental companies that offer us the capability to meet the equipment needs of the City DRC also has accounts with national and international Industrial supply warehouses, such as Aramsco and Grainger, who offer environmental safety, disaster response, surface preparation and restoration goods and services which includes fire safety and PPE of all types.

DRC Owned Equipment

Trucks			General Information			
Year	Make	Model	Description	Serial #	Tag #	Quantity
F150 Class, SUV/PP, F250+ class						8
2009	Ford	Ford F150	Pick up	1FTPW14V99FA05748	AL 2A62Z18	
2011	Ford	Ford-150	Pick up	1FTWF1ET5BFD02546	AL BB38043	
2014	GMC	Yukon	SUV			
2006	Ford	F-650 4x2	Pick up	3FRNW65R16V255189	AL 2X310388	
2008	Ford	F-350	Pick up	1FDSX34R48EB72833	AL 2X251612	
2010	Ford	F-250	Pick up	1FTSW2BR5AEA44885	AL 2B44521	
Dump Trucks						9
2015	International	7000	Triaxle	3HAGSSNT3FL719080		

2015	International	7000	Triaxle	3HAGSSNT7FL719082		
2015	International	7000	Triaxle	3HTGSSNT4FN719083		
2015	International	7000	Triaxle	3HTGSSNT4FN718452		
2015	International	7000	Triaxle	3HTGSSNT0GN741132		
2015	International	7000	Triaxle	3HAGSSNT2FL717272		
2015	International	7000	Triaxle	3HAGSSNT4FL717273		
2015	International	7000	Triaxle	3HAGSSNT6FL717274		
2015	International	7000	Triaxle	3TGSSNT9GN741131		
Self Loaders						3
2003	Kenworth	Tandem T800	Knuckleboom Self-Loader	1NKDLU0X83J392848	AL 2AP757256	
2006	Peterbilt	379 TM	Knuckleboom Self-Loader	1NP5LB0X26N896831	AL 2AP757259	
2006	Kenworth	W900	Knuckleboom Self-Loader	1NKWLBOX96J143881	AL 2AP757260	
1999	Kenworth		Knuckleboom Self-Loader	1NKDXBEX0XR798485		
2010	Kenworth		Knuckleboom Self-Loader	1NKDLU0XXAJ266391		
2011	Kenworth		Knuckleboom Self-Loader	1NKDLU0X6BJ284291		
Truck/Tractors						2
Trailers			General Information			
Year	Make	Model	Description	Serial #	Tag #	Quantity
Kitchen Trailer/Tractors						2
2002	Haulmark	WT-L-BHP 6280	portable Kitchen Trailer	4XSG540362G041778	AL 2TR52559	
Dump Trailers						11
2005	Interstate	Pintle Hitch 25 ft.	Dump Trailer	1JKDLA4045M005682	MS87735T	
2004	Interstate	Pintle Hitch 25 ft.	Dump Trailer	1JKDLA4024M005162	AL 2TR13263	
2005	Econo	Pintle Hitch 25 ft.	Dump Trailer	42EDPKT2X51000358	AL 2TR13270	
2005	Interstate	Pintle Hitch 25 ft.	Dump Trailer		MS44480T	
2007	Econline	DP2425DA	Dump Trailer	42EDPKV2971000240	AL 2TR13268	
2005	Beach	18 Ft.	Dump Trailer	4XWDP18215N708220	AL 2TR52556	
2005	Top Hat	35 yd	Debris Trailer	4R7B025235T060488		
2005	Top Hat	35 yd	Debris Trailer	4R7B025245T060435		
2005	Top Hat	35 yd	Debris Trailer	4R7B025205T061775		
1994	AlFab	Aluminum Trailer	Debris Dump Trailer	1A9DA343X55199333		
	Loadmaster	2628 - 8600 Tandem	Trailer	4YPAB27236T041943		
Utility Trailers						3
2002	Iron Dog	18' X 8'	18' Utility/Car Trailer	5FELS18272C006881	AL 2TR13261	
	Top Hat	EH20X7 -14E-F	20' Utility Trailer	4R7BU2022BT110787		
2010	Carry On		Enclosed	4YMCL121XAT027557		
Car/Boat Trailers						3
2010	Sport Trail	With Asset 1422	Boat Trailer	1S9BB3832AW542905		
	EZ Haul		3 Car Hauler	UTL	Ark. PT60483	
	Cargo @Wally-Mo		3 Car Hauler	1WHR4820SH157988	Ark. PT60482	

Cargo Trailers						2
2007	Carry-On	6x12 Cargo Trailer	Cargo Trailer	4YMCL12197G066383	AL 2TR13264	
2007	Haulmark TL	GRG85X32W	Lg. Cargo Trailer	16HG532267G091896	AL 2TR13260	
Miscellaneous						1
1997	Dutchman	Classic (5th Wheel)	32' Travel Trailer	47CT20P28V1078556	AL 2TL395A8	
Heavy Equipment			General Information			
Year	Make	Model	Description	Serial #	Tag #	Quantity
Wheel Loader						1
2007	Prentice	2384	loader	PR63177		
Other:						17
	ABI	T-200	Trailer mounted Air Curtain	T20FN03085		
	Vermeer		Bale Processor			
2000	Carlton	7500	Stump Grinder	1J9G42110Y1167345		
2002	Caterpillar	TH63	Telehandler	5WM07638		
2013	Bradco	30272-9925	Cutter Head	346471		
2013	AFE	SSECO	Cutter Head	10-13-R125-081		
	-		Spreader			
	-		Spreader			
	-		Spreader			
	-		Spreader			
	-		Spreader			
	-		Std Duty Box Blade			
	-	SRBG-6	Solesbee Root Rake	92108		
	-		5th wheel attachment			
2004	Gorman Rupp	PA4A60-4045D	4" Diesel Self Prifming Trash Pump	1283487N		
2016		-	Air Compressor			
1400 - Boats/Motors/Barges			General Information			
Year	Make	Model	Description	Serial #	Reg #	Quantity
Pontoon Boats						1
2011	38' Southbay	Aluminum	Alum. Crew Pontoon Boat	FRU17885G011		
Skimmers						1
1974	Skimmer	DIP 3001	Navy Oil Skimmer	1087-74-25R	N/A	
Portable Buildings & Containers			General Information			
Year	Make	Model	Description	Serial #	Tag #	Quantity
Modular Housing/Camp						45
2010	Modular Housing	Camp	Housing Units & Offices	Each has a serial #		13
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #		27
2011	MOD	Camp	Gym	Each has a serial #		
2011	MOD Gym	Camp	MOD Gym	Each has a serial #		
2011	MOD Laundry	Camp	Laundry	Each has a serial #		
2011	MOD Laundry	Camp	MOD Laundry	Each has a serial #		

2011	Storage Bldg	Camp	Storage Bldg	Each has a serial #		
Office Trailers						2
2008	EZ Rigid Trailer	EZR-8624	Portable Office Trailer	1E9BR241781434001		
2008	EZ Rigid Trailer	EZR-8624	Portable Office Trailer	1E9BR241781434002		
Detention Unit/Portable Jail						8
2011	Portable Jail	40'	Portable Jail	40 ft. Portable Jails - 2 x 7 man	See #267-272	
2011	Portable Jail	40'	Portable Jail	sleepers, one 6 man sleeper @	See #267-272	
2011	Portable Jail	40'	Portable Jail	2 man holding area, one with	See #267-272	
2011	Portable Jail	40'	Portable Jail	shower & toilet unit, and two	See #267-272	
2011	Portable Jail	40'	Portable Jail	day rooms - all stainless	See #267-272	
2011	Portable Jail	40'	Portable Jail	new in August, 2011	See #267-272	
2009	Port City	24' Custom Trailer	Prison Trailer	4PCCU242191000016	AL 2TR13265	
	Detention Unit	8x20x8'6"	Portable Jail			

SUBCONTRACTORS

DRC maintains a cadre of hundreds of subcontractors of which approximately thirty are primary subcontractors that have been used in all of DRC's responses to major events within the last twenty-nine years. These subcontractors along with DRC's own personnel and equipment are capable of mobilizing an event of huge magnitude. For instance, in 2008 while responding to the aftermath of Hurricane Ike in Louisiana and Texas, DRC operated and managed over 2000 pieces of equipment. DRC's advanced team was imbedded in emergency operations centers throughout these two States and was functioning at eighty percent capacity within seventy-two hours of the notices to proceed. The event encompassed the collection, processing, recycling and disposal of over eleven million cubic yards of debris, all of which was performed in just ninety days.

ABILITY TO MANAGE MULTIPLE CONTRACTS

DRC has implemented a comprehensive Corporate Level Advance Mobilization Plan to ensure a coordinated, expeditious and effective response to disasters by its personnel and resources. This plan has been utilized by DRC to respond quickly in the following contracts:

2017 HURRICANE IRMA

- DRC was activated in 26 jurisdictions simultaneously while managing 13 debris management sites. DRC anticipates removing over debris over 4,000,000 cubic yards of debris.

2017 HURRICANE HARVEY

- DRC was activated in 17 jurisdictions following Hurricane Harvey and simultaneously ran more than 16 debris management sites during this activation.
- DRC has recovered and reduced over 2,750,000 cubic yards of debris to date.

2016 HURRICANE HERMINE

- In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days

2016 LOUISIANA SEVERE FLOODING DR4277

- DRC picked up 1 million cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.
- DRC opened and operated two Temporary Debris Management Sites to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

WINTER STORM JONAS 2016

- The snow from Winter Storm Jonas started the morning of January 22nd and by the evening DRC had started mobilizing in 5 different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around the clock management and support personnel. The project was completed in 10 days.

ICE STORM PAX 2014

- DRC was simultaneously activated in New Hanover County, NC, Pender County, NC, and the City of Wilmington, NC for debris removal and reduction of approximately 400,000 cubic yards of debris.
- The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees.
- DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million cubic yards of debris.

THE HURRICANE SEASON OF 2012

- DRC simultaneously operated 14 contracts throughout the Southeast in response to Hurricane Isaac. DRC concurrently operated six TDSRS sites in Louisiana alone.

THE HURRICANE SEASON OF 2009

- The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of \$22,703,700.00.
- DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately \$11,157,132.02.

THE HURRICANE SEASON OF 2008

- DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston in response to Hurricanes Gustav and Ike devastating the Louisiana and Texas coastlines. DRC's work in these regions was nearly completed in a little over two months.
- DRC established a single-day productivity record for post-disaster debris removal as recognized by FEMA by collecting 440,000 cubic yards of debris in a single day in the City of Houston.
- In just ninety days, DRC collected more than 5.6 million cubic yards of debris from the City of Houston alone.
- DRC's expedited operation using more than 2,000 pieces of collection equipment made it possible for the city of Houston to receive reimbursement in the greater than 80% range.
- Following Hurricane Ike, DRC simultaneously operated seven TDSRS sites handling 11,000,000 CY of debris, recycling materials out of the waste stream in two of those facilities.

THE HURRICANE SEASON OF 2005

- DRC is proud to have assisted in the recovery following the devastation of Hurricanes Katrina, Rita, Wilma, and Cindy affecting the Florida Keys, throughout Mississippi and Louisiana, and into Houston, Texas. To date, DRC has successfully completed over \$130,000,000 in disaster remediation in the hardest hit parishes of Louisiana and in Monroe, Escambia, and Miami-Dade counties in Florida, as well as the eastern coastal counties of Texas.

- Following Hurricane Wilma, DRC simultaneously operated five TDSRS sites in Louisiana, processing debris for the Louisiana DOTD. Also in 2005, DRC simultaneously operated six TDSRS sites for the Louisiana DOTD in two districts following Hurricane Katrina.

THE HURRICANE SEASON OF 2004

- In the aftermath of Hurricanes Charley, Frances, Jeanne and Ivan, DRC and its teaming partners and/or subcontractors, performed 37 virtually simultaneous contracts and \$150,000,000 in emergency work, including the removal of over 10,000,000 cubic yards of debris and the restoration of miles of beaches, throughout the state of Florida, from Monroe County to Escambia County, as well as projects in Virginia, South Carolina, and Texas.
- DRC simultaneously operated more than ten TDSRS sites in Florida.

2000 WINTER ICE STORM

- In January 2000, in the aftermath of the Winter Ice Storm, DRC performed debris removal and landfill management services in North and South Carolina and Georgia. Approximately 800,000 cubic yards of debris was removed and processed within approximately 90 days.

TIME MANAGEMENT AND BUDGETING

DRC understands the economic incentives associated with FEMA's accelerated debris removal (increased federal cost share on a sliding scale). Following Hurricane Ike in 2008, DRC established an industry standard for volume collected in a single day (as recognized by FEMA). During this operation more than 5.6 million cubic yards were collected, processed, and recycled in a little more than 60 days. While fragments of the project lasted slightly longer, DRC's expedited operation using more than 2,000 pieces of collection equipment made it possible for the city of Houston to receive reimbursement in the greater than 80% range.

EMPLOYMENT OF LOCAL AND MINORITY CONTRACTORS

DRC maintains one of the industry's largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC's subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

PROPOSED SUBCONTRACTOR

Acosta Tractor, Inc.
11986 NW 97th Ave,
Hialeah, FL 33018

COMMITMENT TO LOCAL RESOURCES

The use of local resources is one of the most important aspects of successful disaster recovery operations. DRC is committed to ensuring that any emergency response business activity is shared by the entire community. That is why we have developed a vast network of subcontractors that are uniquely qualified to successfully meet any and all operational requirements envisioned under this RFP.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience whenever possible. As such, DRC has worked with thousands of subcontractors over our history including small and large subcontractors, DBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established nationally recognized procedures for community outreach as discussed below in our "Local S/M/WBE Resource Program."

LOCAL S/M/WBE RESOURCE PROGRAM

DRC reaches out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) using a variety of sources. Although DRC maintains current, active subcontractor lists, we also have experience utilizing such sources as governmental databases, local, regional and national SBE compliance departments, client and vendor references and direct mail community outreach. Upon receipt of Notice of Award, ahead of a predicted weather event or annually for contingency contracts, DRC will make contact with local governments and SBE Resource offices to schedule an informational workshop for potential vendors and businesses. The DRC technical assistance workshops not only assist companies with identifying potential contract opportunities, but also assist those interested with "teaming". The workshops provide "hands on" technical assistance to companies ranging from individuals owning dump trucks and loading equipment to office supply companies and small printers wishing to provide goods and services. This process matches S/M/WBE contractors with other companies in order to strengthen their competitive position and package of goods and services offered. DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

A direct mail program may be conducted in order to target potential companies and minority business organizations that are listed with the Office of Minority and Women Business Enterprise. The mailer will provide information as well as an 800 number for interested individuals and companies with bi-lingual assistance available when necessary. Subcontractors can also log on to www.drcusa.com to upload their experience, qualifications and certifications for inclusion in our subcontractor database.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to entering into a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all

governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- Compliance with all DRC safety plans
- Ability to meet liability and automobile insurance requirements (these may vary from contract to contract)
- Compliance with governmental employment regulations, unemployment compensation and workman's compensation laws
- Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.

Per the requirements of each awarded contract, DRC will meet or exceed project goals regarding small business participation. Rebuilding your community using local resources is the core mission of DRC. As such, DRC will continue to maintain a comprehensive list of qualified subcontractors ready for deployment should the need arise.

PROMPT PAYMENT OF SMWSDVBs

In addition to occasionally assisting SMWSDVBs with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis. It is our intention to both facilitate the involvement of these subcontractors and ensure their economic viability and profitability.

UTILIZATION MONITORING

As with previous practice, DRC intends to hire a SMWSDVB Facilitator/Monitor. This person will be tasked with the responsibility of recruitment and reporting. DRC views the existence of this person as crucial and has full intention to achieve the outlined goal for this contract.

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY POLICY

DRC is an equal employment opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for handicapped and disabled employees. DRC's President has issued the following policy:

DRC is an Equal Opportunity Employer and recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. Although our permanent work force is less than 50 employees, it is composed of a diverse population of men and women. In addition, we believe work force diversity provides a significant market advantage.

It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**SMITH, HAMILTON BEVERIDGE
DRC EMERGENCY SERVICES, LLC
6258 MARSHALL FOCH STREET
NEW ORLEANS LA 70124**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CRC1331307	

The RESIDENTIAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

**SMITH, HAMILTON BEVERIDGE
DRC EMERGENCY SERVICES, LLC
P.O. BOX 170 P.O. BOX 17017
GALVESTON TX 36608**



State of Florida

Department of State

I certify from the records of this office that DRC EMERGENCY SERVICES, LLC is an Alabama limited liability company authorized to transact business in the State of Florida, qualified on July 18, 2005.

The document number of this limited liability company is M05000003946.

I further certify that said limited liability company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on June 10, 2014, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
January, 2015*



Ken Detmer
Secretary of State

Authentication ID: CU5800449263

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

<https://efile.sunbiz.org/certauthver.html>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Limited Liability Company
DRC EMERGENCY SERVICES, LLC

Filing Information

Document Number	M05000003946
FEI/EIN Number	63-1283729
Date Filed	07/18/2005
State	AL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	09/29/2015
Event Effective Date	NONE

Principal Address

13 Evia Main
Galveston, TX 77554

Changed: 04/25/2016

Mailing Address

110 VETERANS MEMORIAL BLVD,
SUITE 515
METAIRIE, LA 70005

Changed: 01/31/2018

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 North Calhoun St.
Suite 4
Tallahassee, FL 32301

Name Changed: 10/29/2013

Address Changed: 07/07/2015

Authorized Person(s) Detail

Name & Address

Title Vice President/ Secretary

FUENTES, KRISTY

13 Evia Main
Galveston, TX 77554

Title Exec. Vice President/ General Manager

Thormahlen, Kurt
13 Evia Main
Galveston, TX 77554

Title VP

Sullivan, William W
13 Evia Main
Galveston, TX 77554

Title VP

Sullivan, Todd P
13 Evia Main
Galveston, TX 77554

Title President

Sullivan, John R
13 Evia Main
Galveston, TX 77554

Title VP

Stafford, Mark
13 Evia Main
Galveston, TX 77554

Annual Reports

Report Year	Filed Date
2016	04/25/2016
2016	04/28/2016
2017	04/14/2017

Document Images

04/14/2017 -- ANNUAL REPORT	View image in PDF format
04/28/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/25/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
12/03/2014 -- LC Amendment	View image in PDF format
06/10/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
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10/29/2013 -- Reg. Agent Change	View image in PDF format
01/21/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
03/15/2011 -- ANNUAL REPORT	View image in PDF format

10/15/2010 -- REINSTATEMENT	View image in PDF format
03/27/2009 -- ANNUAL REPORT	View image in PDF format
03/13/2008 -- ANNUAL REPORT	View image in PDF format
04/02/2007 -- ANNUAL REPORT	View image in PDF format
08/03/2006 -- ANNUAL REPORT	View image in PDF format
03/16/2006 -- ANNUAL REPORT	View image in PDF format
07/18/2005 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations



BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC
1111 NORTH LOOP WEST, SUITE 400
HOUSTON, TEXAS 77008
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

January 5, 2018

DRC Emergency Services, LLC
13 Evia Main
Galveston, TX 77554

Re: DRC Emergency Services, LLC

Dear Sir or Madam:

We are the surety bonding agent for DRC Emergency Services, LLC, of Galveston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. DRC Emergency Services, LLC is bonded through Hartford Fire Insurance Company(Hartford), which has an A.M. Best Rating of A+ Superior with a Financial Size Category of XV. Hartford has agreed to support performance and payment bonds for single projects up to \$80,000,000 as long as these projects fit within a \$150,000,000 aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between DRC Emergency Services, LLC, and Hartford, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time of the request. We assume no liability to third parties or to you if for any reason Hartford does not execute said bonds.

We hold DRC Emergency Services, LLC in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC

David T. Miclette
Senior Vice President

DT/rg



11 Greenway Plaza
Suite 2900
Houston, Texas 77046

www.iberiabank.com

July 20, 2016

DRC Emergency Services, LLC
13 Evia Main
Galveston, TX 77554

Re: DRC Emergency Services, LLC

To Whom It May Concern,

This letter is in support of DRC Emergency Services, LLC ("DRC" or the 'Company'). I am writing on behalf of Iberia Bank Corporation ("Iberia"), which is a publicly traded bank holding company. Iberia is the primary lender for DRC's owners and has banked their various entities for over 15 years. The relationship has resulted in loans in excess of over \$25,000,000, which have always paid as required. Currently, the relationship has the capacity to borrow in excess of its existing credit due to its strong liquidity position and capital structure. The Company has the financial ability to bid on and perform contracts in excess of \$100 million.

The decision to commit to an expanded credit facility will be subject to the review and approval of contract terms, conditions and related underwriting criteria at the time of the request. We assume no liability to you if, for any reason, Iberia does not extend additional credit above what is already committed.

We look forward to working with you and DRC Emergency Services, LLC on future project opportunities.

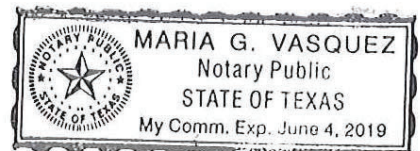
Sincerely,

Bennett Douglas
EVP – Regional Group Manager
IberiaBank

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing letter was acknowledged before me this 20th day of July, 2016, by Bennett Douglas.

- Maria Vasquez





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/04/2018

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. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;">CONTACT NAME: Julia Becvar</td> </tr> <tr> <td style="padding: 2px;">PHONE (A/C, No, Ext): 713-877-8975</td> <td style="padding: 2px;">FAX (A/C, No): 713-877-8974</td> </tr> <tr> <td colspan="2" style="padding: 2px;">E-MAIL ADDRESS: jbecvar@mcgriff.com</td> </tr> </table>	CONTACT NAME: Julia Becvar		PHONE (A/C, No, Ext): 713-877-8975	FAX (A/C, No): 713-877-8974	E-MAIL ADDRESS: jbecvar@mcgriff.com	
CONTACT NAME: Julia Becvar							
PHONE (A/C, No, Ext): 713-877-8975	FAX (A/C, No): 713-877-8974						
E-MAIL ADDRESS: jbecvar@mcgriff.com							
INSURER(S) AFFORDING COVERAGE							
INSURER A : Underwriters At Lloyd's, London	NAIC # 15792						
INSURER B : United States Fire Insurance Company	21113						
INSURER C : Texas Mutual Insurance Company	22945						
INSURER D : Argonaut Insurance Company	19801						
INSURER E :							
INSURER F :							

INSURED
 DRC Emergency Services, LLC
 P.O. Box 17017
 Galveston, TX 77552

COVERAGES

CERTIFICATE NUMBER:BNXVR7EP

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																									
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	X	B0621EMSSL000317	05/26/2017	05/26/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td><td style="text-align: right;">300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td><td style="text-align: right;">10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$				
EACH OCCURRENCE	\$	1,000,000																														
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000																														
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AGGREGATE	\$	5,000,000																														
	\$																															
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		N/A	X	TSF0001307608 TX WC928318471754	05/26/2017	05/26/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000		\$			\$			\$			\$	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ITB #2018-09

Certificate Holder is included as an Additional Insured on the General Liability, Automobile Liability and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate holder as respects the General Liability, Automobile Liability, Workers' Compensation and Excess Liability policies. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to the General Liability, Automobile Liability and Excess Liability policies. All as required by written contract subject to policy, terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City of Doral Attn: Edward Rojas City Manager 8401 NW 53rd Terrace Doral, FL 33166	<p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p> <div style="text-align: right; margin-top: 20px;"> </div>
--	--

Attachment “C”
Required Forms, Documents and Certifications

The following forms must be fully filled out and signed by a person with authority to bind the Contractor.

Debris Removal

CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:

Please submit the items on the following list:

Form No. 1	Public Entity Crimes Sworn Statement
Form No. 2	Equal Employment Opportunity/Affirmative Action Statement
Form No. 3	Drug Free Workplace Certification
Form No. 4	Conflicts of Interest Disclosure
Form No. 5	Non-Collusion Affidavit
Form No. 6	Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
Form No. 7	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions
Form No. 8	E-Verify Certification
Form No. 9	Bonds

FORM 1
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Doral

By : _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is ._____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

_____ .

2. 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "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, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. 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 ownership 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 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or 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 for the

provision of goods or services let by 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

The entity submitting this sworn statement, or one or more of its 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.

The entity submitting this sworn statement, or one or more of its 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. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2023.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed,
typed, or stamped commissioned name of notary public

FORM 2
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

**FORM 3
DRUG FREE WORKPLACE CERTIFICATION**

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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 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 this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place no later than five (5) days after such 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

FORM 4
CONFLICT OF INTEREST DISCLOSURE

The Agreement is subject to the provisions of Chapter 112, Florida Statutes. Contractor must disclose with this Agreement whether any officer, director, employee or agent is also an officer or an employee of the City of Doral. All firms must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or affiliates. Contractor must disclose the name of any employee, agent, lobbyist, previous employee of the Council, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the City Council in connection with the Services.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of the City of Doral:

_____	_____
_____	_____

Name of State Officer or Employee that owns 5% or more in Contractor's firm:

_____	_____
_____	_____

Name

Company

Date

**FORM 5
NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes, and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the City of Doral, Florida and that it will be relied upon by said City, in any consideration which may give to and any action it may take with respect to this Agreement.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____ formed under the laws of _____
(Type of Business) (State or Province)

of which he is _____.
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Agreement by the City, also that no head of any department or employee therein, or any officer of the City of Doral is directly interested therein.

4. This Agreement is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____ 2023.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

**FORM 6
ETHICS CLAUSE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Signature

Date

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

FORM 7
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS, PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 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 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 governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

FORM 8
E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the City upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this Agreement regarding e-Verify compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: 7929D9DC-5E60-4AE2-95FF-1204B4B44E37

FORM 9
BONDS

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB #2018-09**, awarded the _____ day of _____, 2018, with the City for **Emergency Debris Removal**, in accordance with specifications prepared by the City of Doral _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.

2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2023.

WITNESS:

By: _____

(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

WITNESS:

(Name of Corporation)

Secretary

By: _____

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____

*Agent and Attorney-in-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (____) _____

*(Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2023, before me, the undersigned Notary Public of the State _____ of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), (title), of _____ (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

Printed, typed or stamped name of Notary Public exactly as
commissioned

- Personally known to me, or
- Produced identification: _____
(type of identification produced)
- Did take an oath, or
- Did not take an oath

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB #2018-09**, awarded the _____ day of _____, 2018, with City for **Emergency Debris Removal**, in accordance with drawings (plans) and specifications which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for **Emergency Debris Removal**, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR**.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon

determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2023.

WITNESSES: _____

(Name of Corporation)

By: _____

Secretary

(CORPORATE SEAL)

(Signature and Title)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

*(Agent and Attorney-in-Fact)

Address:

(Street)

(City/State/Zip Code)

Telephone No.: (____)

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2023, before me, the undersigned Notary Public of the State
, the foregoing instrument was acknowledged by _____ of _____ (name of Corporate officer),
(title), of _____ (name of Corporation), a _____ (state of corporation) corporation,
on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

Printed, typed or stamped name of Notary Public exactly as
commissioned

Personally known to me, or

Produced identification:

(type of identification produced)

Did take an oath, or

Did not take an oath

Bonded by: