

RESOLUTION No. 23-107

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2023-05 "DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES;" AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CTC DISASTER RESPONSE, INC., CERES ENVIRONMENTAL SERVICES, AND DRC EMERGENCY SERVICES FOR THE PROVISION OF EMERGENCY DEBRIS REMOVAL SERVICES; PROVIDING THAT COST TO THE CITY SHALL ONLY APPLY UPON THE CITY'S AUTHORIZED REQUEST OF SERVICE AFTER AN ACTUAL EMERGENCY; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY WITH RESPECT TO THE AGREEMENTS APPROVED HEREIN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral ("City") is in need of qualified, experienced and licensed firm to remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to an emergency event, including but not limited to, hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s) such as civil unrest and terrorist attacks; and

WHEREAS, in furtherance thereof, the City issued Invitation to Bid #2023-05 titled "Disaster Debris Removal and Disposal Services," pursuant to which the City received seven (7) bids by the June 15, 2023 deadline; and

WHEREAS, upon careful review of the bids, Staff determined that CTC Disaster Response, Inc., Ceres Environmental Services, and DRC Emergency Services, have met the terms and conditions of ITB # 2023-05, and were the three (3) lowest responsive and responsible bidders; and

WHEREAS, Staff respectfully requests that the Mayor and the City Councilmembers authorize the City manager to enter into agreements with CTC Disaster Response, Inc., Ceres Environmental Services, and DRC Emergency Services for the provision of Emergency Debris Removal Services, as primary, secondary, and tertiary contracts, respectively; and

WHEREAS, the agreements shall be for a period of three (3) years with the option to renew for two (2) additional one (1) year periods, for a total term of five (5) years; and

WHEREAS, the cost to the City for services provided under these agreements shall only apply upon the City's authorized request for services after an actual emergency.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The award of ITB # 2023-05 to CTC Disaster Response, Inc., Ceres Environmental Services, and DRC Emergency Services is hereby approved. Additionally, the agreements between the City of Doral and CTC Disaster Response, Inc., Ceres Environmental Services, and DRC Emergency Services for the provision of emergency debris removal services, a copy of which are attached hereto as composite Exhibit "A", are hereby approved.

Section 3. Authorization. The City Manager is authorized to execute Agreements and expend budgeted funds on behalf of the City in the event of an emergency.

Section 4. Implementation. The City Manager and the 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 5. 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 Vice Mayor Pineyro 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 28 day of June, 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”

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

This Agreement for Debris Removal Services (“Agreement”) is made and entered into on this _____ day of _____, 2023, 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”), whose Federal I.D. No. is 41-1816075 (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the City is in need of a Contractor to remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to an emergency event, including but not limited to, hurricanes, tornadoes, windstorms, floods, and fires, or manmade disaster(s) such as civil unrest and terrorist attacks (“Services”); and

WHEREAS, the City issued an Invitation to Bid (“ITB”) No. 2023-05, entitled “Emergency Removal Services,” as more particularly described in Attachment “A,” a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, upon evaluation, Contractor was determined to be the second lowest most responsive and responsible bidders, and was selected as the secondary Contractor; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the Contractor has agreed to provide the Services, as more particularly described in its bid, a copy of which is attached hereto and incorporated herein by reference as Attachment “B”; and

WHEREAS, the City wishes to enter into this Agreement with Contractor to provide the Services to the City, as secondary Contractor, subject to the terms and conditions set forth herein and in the Contract Documents; and

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 Agreement as follows:

I. Incorporation of Documents

The following documents are incorporated by reference into this Agreement (collectively “Contract Documents”):

1. Invitation to Bid (ITB) 2023-05 “Emergency Debris Removal Services,” and any addenda thereto (Attachment “A”); and
2. Contractor’s Bid (Attachment “B”).

In the event of any conflict between or among the Contract Documents, or any ambiguity or missing specifications or instruction, the following priority is established:

1. First, this Agreement.
2. Second, Invitation to Bid No. (ITB) 2023-05 “Emergency Debris Removal Services”
3. Third, Contractor’s response to the ITB.

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

Contractor agrees to provide disaster debris removal and disposal services as the secondary Contractor, as more particularly set forth in the Contract Documents, including but not limited to, providing all expertise, personnel, materials, transportation, supervision, and all other services to rapidly respond to volumes of wide-scale debris. Activities shall include, but are not limited to, removing, processing, and lawfully disposing of disaster generated debris from public property and public rights-of-way in response to an emergency event.

Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), the Stafford Act, and any other governmental agency with jurisdiction over response and recovery actions, including the City’s requirements. Contractor will be responsible for staying current with all FEMA and other agency guidelines and regulations.

The City shall issue an official Notice to Proceed for the Services. The Notice to Proceed shall be sent by email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed. The Contractor shall begin preparation for mobilization immediately after receiving the Notice to Proceed. **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 City reserves the right to request from the contract to stage personnel and equipment at a safe City facility to expedite the recovery phase.** If emergency road clearance is needed, Contractor shall have crews working within twenty-four (24) hours. The City may issue a Notice to proceed twenty-four

(24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order to allow sufficient time to prepare for commencement of operations.

The Services shall be performed by Contractor to the full satisfaction of the City. Contractor agrees to furnish all labor and material in a good and workmanlike and professional manner to perform the Services. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly. Contractor agrees to immediately inform the City via telephone and in writing of any problems that could cause damage to the City's property, improvements, and persons. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

In the event the Contractor fails to complete the Services pursuant to the terms of this Agreement and City must undertake the completion of performance of Services, Contractor agrees to indemnify the City for all costs incurred with respect to the completion of those Services and any damages the City may suffer as a result of the Contractor's failure to perform the Services.

III. Duration of Agreement and Termination of the Agreement

1. Term

Subject to the City's ability to terminate the Agreement in accordance with Section III(2) hereunder, the term of this Agreement shall begin upon execution of this Agreement by both Parties, and shall remain in effect for an initial three (3) year term. The City, at its sole option and discretion, may renew the Agreement for one (1) additional two (2) year term, for a total of five (5) years. In the event services are scheduled to end due to the expiration of this Agreement, Contractor shall continue the Services upon the request of the City. This extension period shall not extend for more than ninety (90) days beyond the expiration date of the Agreement.

Payment will be made only for work completed to the satisfaction of the City. The terms of Sections XII and XIV entitled "Indemnification and Hold Harmless," and "Compliance with Law," respectively, shall survive termination of this Agreement.

2. Termination.

- A. Termination for Cause. If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the City shall have the right to terminate the Services then remaining to be performed. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and subcontractor(s)) shall be delivered to the City and the City shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section V.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- B. Termination for Convenience of City. The City may, for its convenience and without cause, immediately terminate the Services then remaining to be performed at any time by giving Contractor fifteen (15) days written notice. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all work and to the extent indicated on the notice of termination, shall terminate all outstanding subcontracts and purchase orders as they relate to the terminated portions of the Agreement, shall refrain from placing further orders and/or contracting with subcontractors, and shall complete any continued portions of the Services. If the City terminates for convenience pursuant to this Section, the terms of Section III(2)(A)(i) and III(2)(A)(ii) above shall be applicable hereunder.
- C. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- D. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 18 below, may result in immediate termination of this Agreement.

IV. Mobilization

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

V. Method of Payment

Payment to Contractor for all charges and tasks under this Agreement shall be in accordance with the Contract Documents, with a not to exceed amount of Seven Hundred Forty Thousand Three Hundred Fifty-Seven Dollars (\$740,357.00) per disaster unless otherwise amended in writing. Should the Contractor exceed the not to exceed amount, it does so at its own risk and cost. Contractor acknowledges that no payments will be made or due from the City unless Contractor is specifically engaged by the City

for a specific disaster. **Actual work issued under the Agreement will be in the form of Task Orders with a not-to-exceed amount.**

- A. Disbursements. There are no reimbursable expenses associated with this Agreement except for expenses approved by the City Manager. The City will not pay and/or reimburse any additional costs, including but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses.
- B. Payment Schedule. Payment schedule shall be in accordance with the Contract Documents. **Invoice format and documentation should be acceptable for FEMA reimbursement.**
- C. Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission. If the City should not appropriate or otherwise make available funds sufficient to purchase the Services procured pursuant to this Agreement, the City may unilaterally terminate any and all contractual or other obligations herein without any further liability or penalty upon twenty (20) days' notice to Contractor.
- D. Final Invoice. In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any other additional charges, if not properly included on this final invoice, are waived by the Contractor.

Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor. Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

VI. Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible, to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

- A. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations within seventy-two (72) hours of being issued Notice to Proceed.
- B. The Contractor shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal

Site and/or any associated fines levied by a third party.

Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

The amounts specified above are mutually agreed upon as a reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

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. Ownership of Documents.

All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the City only. Any other use by Contractor or other parties requires approval in writing by the City. If requested, Contractor shall deliver the documents to the City within fifteen (15) calendar days.

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

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against claims, damages, losses, and expenses (including but not limited to attorney's fees, arbitration costs, and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Services performed under this Agreement. The Contractor's duty to defend, hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury, impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, or omissions related to Services in the performance of this Agreement, including any person for whose acts, errors, mistakes, or omissions the Contractor may be legally liable.

XIII. Insurance

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:

1. Commercial General Liability

A. <u>Limits of Liability</u>	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000

Policy Aggregate (Per Project)	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$2,000,000

- B. Coverage/Endorsements Required
 City of Doral included as an additional insured
 Primary Insurance Clause Endorsement
 Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

2. **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. Coverage/Endorsements Required
 Employees are covered as insureds
 City of Doral included as an additional insured

3. **Workers Compensation**

Statutory- State of Florida

Include Employer’s Liability

- \$100,000 for bodily injury caused by an accident, each accident
- \$100,000 for bodily injury caused by disease, each employee
- \$500,000 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. Waiver of Subrogation in favor of City.

- 4. **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.

Umbrella should include Employer’s Liability. Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

5. 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.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Insurance companies must be 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.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor’s interests or liabilities but are merely minimums.

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:

Dawn Brown
6968 Professional Parkway East
Sarasota, FL 34240
800-218-4424
Email: dawn.brown@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. Performance and Payment Bond

Upon activation of a task order by the City, the Contractor will be required to provide Performance and Payment Bonds within three (3) calendar days of a written 'Notice to Proceed' by the City, each Bond shall be the amount equal to the total one hundred percent (100%) of the amount of the Agreement. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. Bonds shall be executed by the Contractor and surety company authorized to do business in the State of Florida with an A.M. Best rating of "A-" (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

XXI. Prohibition Against Contracting with Scrutinized Companies.

Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Submitting a false certification shall be deemed a material breach of contract. The City shall provide

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

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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, nor 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.

XXVI. 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.

XXVII. 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 Contractor's 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.

[SIGNATURE PAGE TO FOLLOW]

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

By: _____
Barbara Hernandez, City Manager

Date: _____

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

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

CERES ENVIRONMENTAL SERVICES, INC.

Attest:

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Attachment "A"



City of Doral
Invitation to Bid
Disaster Debris Removal and
Disposal Services

ITB No. 2023-05



City Of Doral
Invitation to Bid
Disaster Debris Removal and Disposal Services
ITB No. 2023-05

NOTICE: Pursuant to the Procurement Ordinance, the City of Doral (the “City”) hereby gives notice of its intent to seek sealed bids from experienced and qualified contractors in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster in complete and strict accordance with specifications in the Invitation to Bid.

This ITB is being solicited in accordance with the Procurement Requirements for Federal Grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200.

The City of Doral will host a virtual pre-bid meeting on Monday, May 22, 2023, AT 10:00 AM. Please join the meeting from your computer, tablet or smartphone. <https://meet.goto.com/591994829>

During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP. Attendance is non-mandatory.

All submittals shall be publicly opened and recorded on **10:00 am, Thursday, June 15, 2023**. Late submittals shall not be accepted or considered. Bids must be submitted electronically through <https://network.demandstar.com/> or Vendor Registry <https://vendorregistry.com/> by the date and time stated above. Any bids received after the due date and time specified, will not be considered.

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

Contractors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, fires and other disaster types as well as small scale debris volumes. The awarded contractor(s) shall remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to an emergency event. The awarded Contractor(s) shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services to rapidly respond to volumes of wide scale debris.

It is the city’s intent to award to multiple contractors for the services required to ensure that adequate coverage is provided without compromising the public health, safety, and economic recovery of the City during the response to an exigent situation, as well as to restore the public areas to a normal

condition.

All questions and/or comments regarding this request for bid should be directed to Procurement at the following email at procurement@cityofdoral.com.

All inquiries must reference *“ITB No. 2023-05 –Disaster Debris Removal and Disposal Services.”*

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. If it becomes 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.

Solicitations may be found via the City of Doral website (www.cityofdoral.com) under Procurement, via [Vendor Registry](#) and via [Onvia DemandStar](#), central notification systems which provide bid/bid notification services to interested parties. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City’s schedule for this Invitation to Bid is as follows:

ITB Advertisement Date:	May 16, 2023
Cut-off Date for Written Questions:	Tuesday, May 23, 2023 at 5:00 P.M. procurement@cityofdoral.com
Non-Mandatory Pre-bid Meeting	Monday, May 22, 2023, AT 10:00 A.M. https://meet.goto.com/591994829
Deadline for Submittals & Opening:	Thursday, June 15, 2023 at 10:00 A.M.

Connie Diaz, MMC City Clerk

ITB #2023-05
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

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SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization 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, including, without limitation.

Authorized Representative

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

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this ITB, inclusive of corresponding 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 offeror will have different obligations than "you" as a Successful Respondent/Proposer/Contractor/Submitter will have upon awarding of this contract.

Respondent/Proposer/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Respondent/Proposer/ Contractor/Submitter

The Contractor whose bid 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 this ITB and a Notice of Commencement will be issued.

(iii) Proposals/ Bids/ Submittals

The written, sealed document submitted by the Respondent in response to this ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any offeror after the deadline for receipt of submittals. Questions from potential and/or actual respondents 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 publicly noticed and distributed simultaneously to all known prospective Proposers.

(i) 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 ITB opening date may be established by addendum.

1.3 COST OF PREPARATION

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

1.4 EXAMINATION OF DOCUMENTS

The Respondent must thoroughly examine each section of this ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the 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 ITB documents. No person is authorized to give oral interpretations of, or make oral changes to the ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the ITB opening, whichever is earlier, any material submitted in response to this ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion 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.

1.6 WITHDRAWAL OF BID

A Respondent may, without prejudice, withdraw, modify, or correct the bid 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 the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL BIDS

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this ITB does not, itself, in any way constitute a contractual agreement between the City of Doral and any Respondent. However, the contents of the offered document, as well as the bid documents may be used for details of the actual agreement between the awarded Contractor and the City of Doral.

Furthermore, the City reserves the right to award without further discussion.

1.8 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 awarded Contractor 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.

1.9 SUBMISSION OF BID

(i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting a bid submittal called for in this ITB.

(ii) 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 whatsoever incurred by the Respondent in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) Bid Acknowledgment

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

(v) Acceptance/Rejection/Modification to Submittals

The City reserves the right to negotiate modifications to this ITB that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) Submittals Binding

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

(vii) Alternate Bids/ Statement/ Proposals Alternate bids, proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

(ix) 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 ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in

their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All bids received from Offerors in response to this ITB shall become the property of the City of Doral and shall not be returned to the Respondent. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers 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, Miami-Dade County Code of Ordinances

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

Respondent hereby recognizes and certifies that no elected official, board member, or employee of 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, but not limited to, City Advisory 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 Respondent or Contractor, 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 Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction, if any Contractor 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 Contractor may be disqualified from furnishing the goods or services for which the bid is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form. The term "Respondent" as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Respondent 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).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this ITB upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this ITB between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this ITB between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this ITB between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this ITB between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this ITB between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this ITB between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/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 such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular ITB, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such ITB, RFQ, or proposal, 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 respondents/Respondents regarding a particular proposal/proposal during the time period between the opening of proposals 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, Respondent, proposer, 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.

Violation of the Cone of Silence by a particular proposer or Respondent shall render the ITB award or proposal award to said proposer or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW

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

1.13 CANCELLATION

In the event any of the provisions of this ITB are violated by the Awarded Contractor, the City Manager shall give written notice to the Awarded 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 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

1.14 ASSIGNMENT

The Awarded 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.

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished 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 Awarded Contractor shall be the responsibility of the Awarded Contractor.

1.16 TERMINATION FOR DEFAULT

If the Awarded Contractor defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Contractor shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Contractor was not in default or (2) the Awarded Proposer'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.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this ITB, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

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

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of ITB responses, 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. The Awarded Contractor agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the contract, for the purposes of

audit, examination, excerpts, and transcriptions. The Awarded Contractor shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Contractor understands that any capital expenditures that the Awarded Contractor makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded 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 Awarded Contractor. If Awarded 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.

1.21 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 administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 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 Awarded Contractor or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Contractor, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Contractor agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Contractor shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, 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 services contemplated by this agreement which is, or is

alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Contractor, its employees, agents, or sub-contractors.

B. The Awarded Contractor 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. Awarded 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 Awarded Contractor shall pay all damages and costs awarded against the City.

C. An understanding and agreement, by and between the Awarded Contractor and the City, that the completion time as specified in Awarded Proposer'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.

1.25 HIRING PREFERENCE FOR PROCURED PROJECTS

Awarded Contractor will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

Ordinance No. 2019-09, § 2, 5-8-2019 - It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

1.27 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS.

Ordinance No. 2008-04, Sec. 2-338 - Formal

1.27.1 Right to protest on formal solicitations. The following procedures shall be used for resolution of protested formal solicitations and awards:

- A. Protest of solicitations. Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the City Clerk within five business days prior to the date set for opening of bids or receipt of proposals.
- B. Protest of award. Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.

1.27.2 Authority to resolve protests. The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city council. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city council for approval or disapproval thereof.

1.27.3 Stay of procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (b) of this section, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the city.

1.27.4 Filing fee. Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.

1.27.5 Entitlement to costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs other than attorney's fees.

1.27.6 Compliance with filing requirements. Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

1.28 BUSINESS ENTITY CODE OF BUSINESS ETHICS AND CONDUCT

Ordinance No. 2021-34, Secs. 2-384 - Business Entity Code of Business Ethics and Conduct

The City will not contract or transact business with a person, corporation, partnership, firm or other business entity in the event of a conflict of interest -under state or local law if: (1) neither an exemption nor opportunity to waive the conflict of interest exists; or (2) an opportunity to waive the conflict exists, but the City does not waive it. If a conflict of interest is waivable, the City Council shall have the sole Authority for waiving it.

Business Entities

Vendors shall be familiar and comply with all applicable conflict of interest legal requirements including Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes, Sec. 2-

11.1. - Conflict of Interest Ordinance, Code of Miami Dade County.

Applicability and Reporting Requirements.

All persons, corporations, partnerships, firms or other business entities transacting business with the City shall be familiar and comply with local and state conflict of interest laws, nepotism, ordinances, policies or directives (hereinafter "conflict of interest law").

Compulsory disclosure by firms doing business with the city or in the city.

In order to ensure that the city and all business entities conduct business with the city do so according to the highest standards of ethics, the city has established reasonable procedures designed to prevent and detect conflicts of interest. The city is committed to avoiding conflicts of interest and maintaining interactions with business entities seeking city council approval in a fully transparent manner. Accordingly, requiring the full disclosure of principals, companies and subcontractors minimizes the potential for conflicts of interest. Any business entity which has business commitments to or from the City through solicitations, contracts, and orders for services or is working on a project in the City that may go before the City Council for approval shall comply with the disclosure requirements of this section.

a) The Contracting officer shall report annually by October 31, for services performed under this contract during the preceding fiscal year (October 1-September 30).

1. Subcontract number (including subcontractor name and unique entity identifier); and

2. The number of subcontractors direct-labor hours expended on the services performed during the previous city fiscal year.
 3. The total dollar amount invoiced for services performed during the previous city fiscal year under the contract.
- b) The Contracting office shall also require that all vendors and subcontractors complete and return the conflict-of-interest disclosure form.
- c) For projects placed on the City Council agenda for approval, the Contracting officer shall file a report with the City Clerk no later than seven days before the item is scheduled to be heard by the city council. The report shall contain the following information:
1. The names of all subcontractors providing services.
 2. The value of each subcontract.
 3. The number of subcontractors direct-labor hours expended/or anticipated on the services.
 4. The list of names of subcontractors proposed to perform principal portions of the work.
- d) Whenever any person is in doubt as to the applicability of conflict-of-interest law to himself or herself or his or her company, that person may submit to the Office of the City Attorney a full written statement of the facts and questions he or she has. The Office of the City Attorney shall render an opinion to that person.

END OF SECTION

2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The City of Doral (City) is seeking is seeking qualified, experienced and licensed firm(s) hereinafter referred to as the Contractor (the “Contractor” or Debris Management Contractor (the “DMC”) to remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to an emergency event. Such events include but is not limited to, hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s) such as civil unrest and terrorist attacks. Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services to rapidly respond to volumes of wide scale debris. The City retains the right to obtain similar services from additional contractors. There is no guarantee any task order will be issued under the awarded agreement; task orders will be executed in the event of a declared emergency.

The successful Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (DEP), the Stafford Act and any other governmental agency with jurisdiction over response and recovery actions, including the City’s requirements. The selected Contractor will be responsible for staying current with all FEMA and other agency guidelines and regulations.

The Contractor shall have an understanding of the documentation involved for the reimbursement from FEMA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as detailed in Exhibit C, incorporated herein, in order to be eligible for reimbursement under the Federal Public Assistance Program.

It is the city’s intent to award to multiple contractors for the services required to ensure that adequate coverage is provided without compromising the public health, safety, and economic recovery of the City during the response to an exigent situation, as well as to restore the public areas to a normal condition.

2.2 CITY OF DORAL BACKGROUND AND DEMOGRAPHICS

The City of Doral, incorporated on January 28, 2003, in one of thirty-four municipalities in Miami-Dade County, Florida. Doral is home to approximately 85,000 residents. It encompasses an area of approximately 15 square miles bordered on the west by the Ronald Reagan Turnpike, to the north by the Town of Medley, to the east by the Palmetto Expressway and to the South by the City of Sweetwater.

Conveniently located just one mile from Miami International Airport and twelve miles from Downtown Miami. Its central location and easy access have made Doral one of South Florida's best-known regional shopping areas, offering a wide variety of recreational, cultural, and dining experiences. Named the fastest growing City in Florida

and 11th in the country by the Florida International University's Metropolitan Center.

2.3 **MINIMUM QUALIFICATION REQUIREMENTS (MQR)**

In order to be considered responsive, bidders shall, at a minimum, demonstrate compliance with the requirements listed in this ITB. To be evaluated, all requested documentation and/or information shall be provided in the proposal to confirm that the Proposer has satisfied the criteria outlined in this document. Bidder failing to meet these requirements may be deemed non-responsive.

The bidder shall, **at the time of bid submittal**, time of award, and throughout the duration of the Contract, continue to meet the criteria requirements as stated in this document.

- a) Be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered. Proposing Firm must be incorporated through Sunbiz with a status of "Active.
- b) Proposing bidder **must show proof of having a minimum of three (3) active contracts with government agencies of similar size, scope and complexity and specifications as stated in this ITB within the last five (5) years.** List contract(s) of similar scope currently in effect within the State of Florida. Name of the Municipality/County/agency, date the Contract was initially executed, date of subsequent renewal(s), and Expiration Date.
- c) Proposing bidder shall provide a **minimum of three (3) verifiable reference letters** in which Contractor served as **Primary Contractor** for services of similar size, scope and complexity **within the last five years.** **The references must match the projects submitted in response to MQR above.**
- d) Proposing bidder **must** include with their bid response, **a letter from their bonding company / surety authorized to do business in the State of Florida, in the amount of \$1,000,000** that guarantees that the proposing Contractor will be able to provide Performance and Payment Bonds at the time of an event.

2.4 **TERM AND RENEWALS**

This contract will commence upon execution by both parties which shall be the effective date succeeding approval of the contract by the City Commission, or City Manager, unless otherwise stipulated in the Notice of Award letter; and contingent upon the completion and submittal of all required proposal documents. The successful contractor will be awarded a contract for three (3) years with the option to renew the contract for one (1) additional two (2) year period, for a total of five (5) years.

In the event services are scheduled to end due to the expiration of this contract, the DMC shall continue the service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The successful Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

2.5 PRICE

Prices proposed shall be valid for at least 120 days from the time of the ITB opening unless otherwise extended and agreed upon by the City and Contractor. Prices quoted shall be firm for the initial contract term of three 3 years. Upon contract renewal, the City may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Miami-Fort Lauderdale, FL. It is the Bidder's responsibility to request any pricing adjustment under this provision, which shall not exceed 3%. For any adjustment to commence on the first day of any exercised option period, the Bidder's request for adjustment shall be submitted no later than ninety (90) days prior to expiration of the then current contract term. In no event will the price be increased or decreased by a percentage greater than the percentage change reflected in the C.P.I. as published by the U.S. Department of Labor. If no adjustment request is received from the Bidder, the City will assume that the Bidder has agreed the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index. The City reserves the right to reject any price adjustments submitted by the Bidder and/or to not exercise any otherwise available option period based on the proposed price adjustments. Any continuation of the contract beyond the initial period, and any option subsequently exercised shall be at the sole discretion of the City, and not a right of the Bidder. Renewals shall be exercised only when such continuation is clearly in the best interest of the City.

The total not to exceed of any awarded contract shall be \$x per disaster, and contractor shall not exceed said amount unless mutually agreed upon by City in writing. Should the contractor exceed the limits set forth herein, it does so at its own risk and cost.

2.6 INVOICING/PAYMENT

Payment will be made only after receipt and acceptance of materials/services. **Invoice format and documentation should be acceptable for FEMA reimbursement.** The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price proposals shall be inclusive of all such expenses.

2.7 METHOD OF AWARD

The term "lowest responsible and responsive Bidder" as used herein shall mean the Bidder whose bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work, whose bid best serves the interests of and represents the best value to the City, as determined by the City Commission and/or the City Manager. The bidder will also be evaluated as part of their "responsibleness" on their quality control plan, safety plan and proposed project schedule.

Bidders will be evaluated by relevant experience, preferably with government agencies, successful past performance, no conflicts of interest, approach to the project and whose bid best serves the interest of and represents the best value to the City in conformity with the criteria set. The City Manager may consider the following:

- The ability, capacity and skill of the vendor to perform the Contract.
- The character, integrity, reputation, judgment, experience and efficiency of the vendor.
- The quality of performance of previous contracts with the City and references.
- The previous and existing compliance by the vendor with laws and ordinances relating to the Contract.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. The City reserves the right to negotiate the type and cost of specific types of services to be purchased.

2.8 MULTIPLE AWARD

The City may award multiple Contractors (primary, secondary and tertiary) as available, by line item, by group, or in its entirety. The City will endeavor to utilize Contractors in order of award. It is the intent of the City to award a Primary, Secondary and a Tertiary Contractor) for services to be provided to the City under this ITB. The Primary Contractor shall be the initial firm mobilized by the City. The Secondary Contractor will be “activated” in instances where the scope of the event merits additional resources to assist the Primary Contractor, or if the Primary Contractor has defaulted its contract. The Tertiary Contractor will be “activated” in instances where the scope of the event merits additional resources to assist the Primary and/or Secondary Contractor. However, the City may utilize other Bidders in the event that:

- 1) a contract Bidder is not or is unable to be in compliance with any contract or delivery requirement;
- 2) it is in the best interest of the City to do so regardless of reason. The City reserves the right to reject any or all proposals prior to award.

2.9 NOTICE TO PROCEED

The City shall issue an official Notice to Proceed for the services referenced in this ITB and resulting contract. The Notice to Proceed shall be sent by email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed. The Contractor shall begin preparation for mobilization immediately after receiving the Notice to Proceed. **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 City reserves the right to request from the contract to stage personnel and equipment at**

a safe City facility to expedite the recovery phase If emergency road clearance is needed, Contractor shall have crews working within twenty-four (24) hours. The City may issue a Notice to proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order to allow sufficient time to prepare for commencement of operations.

2.10 LIQUIDATED DAMAGES

Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible, to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

- a. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations within seventy-two (72) hours of being issued Notice to Proceed.
- b. The Contractor shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site and/or any associated fines levied by a third party.

Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

The amounts specified above are mutually agreed upon as a reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

2.11 PERFORMANCE AND PAYMENT BOND

This is a Standby / Pre-Event Agreement. Upon activation of a task order by the City, the Contractor will be required to provide Performance and Payment Bonds within three (3) calendar days of a written ‘Notice to Proceed’ by the City, each Bond shall be the amount equal to the total one hundred percent (100%) of the amount of the contract. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. Bonds shall be executed by the Contractor and surety company authorized to do business in the State of Florida with an A.M. Best rating of “A-“ (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

Bidder MUST include with their proposal response, a letter from their bonding company / surety authorized to do business in the State of Florida, in the amount of One Million Dollars (\$1,000,000.00) that guarantees that the proposing bidder will be able to provide Performance and Payment Bonds at the time of an event. Contractors shall factor the annual cost of a Performance and Payment Bond into their

administrative costs when responding to this proposal. The City will not waive this requirement.

2.12 INSURANCE REQUIREMENTS

The Awarded Contractor(s) shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance with Exhibit A.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

2.13 FEDERAL, STATE AND LOCAL REGULATIONS

The successful Contractor shall comply with all federal, state and local ordinances, regulations, and rules as well as any other laws that would apply to the proposed project. Contractor costs associated with regulatory requirements shall be included in the project cost whether depicted specifically or not within the body of the proposal.

2.14 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, include your certification with your response. C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be permitted, through a prime Contractor, that Contractor is required to take the affirmative steps listed in items (1) through (6) below:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the

Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2.15 STORAGE OF MATERIALS

The CONTRACTOR must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas, unless it is pre-approved by the City.

2.16 SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject

to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.17 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Damage to public and/or private property shall be the responsibility of the Debris Management Contractor (DMC) and shall be repaired and/or replaced at no additional cost to the City. This includes any properties used as Temporary Debris Management Sites (TDMS). All items damaged as a result of Contractor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mailboxes, and turf shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Contract Manager. Any invoices submitted to the City, such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. Repairs, or receipt of repairs, shall be completed and submitted to the City prior to submission of the Contractor's invoice for work accomplished. If the Contractor(s) fails to repair any damaged property, the City may have the work performed and charge the Contractor(s).

2.18 E-VERIFY

Contractor acknowledges that the City may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which constitute a default under the Agreement.

2.19 NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.20 INSURANCE REQUIREMENTS

Successful respondent shall maintain, at their sole expense, during the term of this agreement the following insurances (to be furnished at time of award) in accordance with Exhibit "A".

2.21 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 305-593-6730 E-MAIL ADDRESS: CONNIE.DIAZ@CITYOFDORAL.COM, AND MAILING ADDRESS: THE CITY OF DORAL HALL 8401 NW 53RD TERRACE, DORAL, FL 33166

2.22 INQUIRIES

Any questions regarding this Invitation to 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: **Disaster Debris Removal and Disposal Service ITB # 2023-05.**

SECTION 3.0 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES:

The City of Doral, Florida (the “City”) a municipality in Miami-Dade County, is seeking qualified, experienced and licensed Contractor(s) hereinafter referred to as the “Contractor” or Debris Management Contractor (the “DMC”) to remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to a disaster and emergency event. Such events include but is not limited to, hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s) such as civil unrest and terrorist attacks. The awarded Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services to rapidly respond to volumes of wide scale debris. The City retains the right to obtain similar services from additional contractors. There is no guarantee any task order will be issued under the awarded agreement, task orders will be executed in the event of a declared emergency. Contractor and those performing the work must be appropriately licensed and registered. The work area includes various locations throughout the City. Maps and locations will be made available with a Mobilization Notice, however Exhibit "B" includes a Road Allocation Map and Exhibit "C" A Debris Staging Zone Map.

The successful Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (DEP), the Stafford Act and any other governmental agency with jurisdiction over response and recovery actions, including the City’s requirements. The selected Contractor will be responsible for staying current with all FEMA and other agency guidelines and regulations.

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 City reserves the right to request from the contract to stage personnel and equipment at a safe City facility to expedite the recovery phase. 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.

3.2 **DEFINITIONS**

The term “**Chipping**” shall mean reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations.

The term “**Clean As You Go Policy**” shall mean clearing all debris from each street or work zone on the first pass, whenever possible.

The term “**Contract Manager**” shall mean the City’s representative duly authorized by the City Manager to provide direction to the DMC regarding services provided pursuant to this ITB.

The term “**Construction and Demolition Debris (C&D)**” shall mean damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

The term “**Debris**” shall mean scattered items and materials either broken, destroyed or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.

The term “**Debris Clearance**” shall mean the clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

Debris Monitor (Or Consultant) means the successful Contractor, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Debris Management Contractor (DMC) means the firm under contract with the City to provide disaster debris collection (hauling) services and its subcontractors.

Electronic Waste (E-Waste) means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

Eligible Debris as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the City Administrator or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.

Emergency Road Clearance means removal of debris from the primary transportation routes as directed by the City.

Debris Removal from Public Property means 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.

Debris Removal from Private Property means 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.

FDEP means the Federal Department of Environmental Protection.

FDOT means the Florida Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FFWC means the Florida Fish and Wildlife Commission.

FHWA means the Federal Highway Administration.

The term “**Hazardous Waste**” shall mean material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:

- A. Toxic
- B. Flammable
- C. Corrosive
- D. Reactive

The term “**Household Hazardous Waste**” shall mean used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics as defined by the Environmental Protection Agency:

- A. Toxic
- B. Flammable
- C. Corrosive
- D. Reactive

Examples of household hazardous waste includes small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline oils, swimming pool chemicals, pesticides, propane gas cylinders.

The term “**Hazardous Stump**” shall mean an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health, and safety.

“**Mixed Debris**” means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

The term **Project Manager** means the CONTRACTOR’s representative authorized to make and execute decisions on behalf of the CONTRACTOR.

The term “**Rights-of-Way**” shall mean the portions of land over which a facility, such as highways, railroads, and power lines are built. Includes land on both sides of the highway up to the private property line.

The term **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

The term “**Tipping Fee**” shall mean a fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs. The fee also may include amounts to cover the cost of closing the current facility and/or opening a new facility.

The term **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.

The term **White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

3.3 WORK SCENARIOS

- 3.3.1 **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.
- 3.3.2 **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.
- 3.3.3 **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.
- 3.3.4 **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.
- 3.3.5 **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.

3.4 LOCATION OF WORK

Accompanying this specification is an area map indicating main Streets and Avenues within the City of Doral. (Exhibit "B") 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.

3.5 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 - Shall be equipped with the following:

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

Crew #2 & 3

Same as Crew #1 with the exception of #1 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 and Backhoe

- 3.5.2 A full time Supervisor for City of Doral contract operation shall be provided at all times.
- 3.5.3 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 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 DEBRIS REMOVAL SCOPE

DMC shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

1. The Contractor shall provide all labor, services, equipment, materials, and supplies necessary to collect all brush, tree parts, burnable debris, non-burnable debris and C&D debris from the City rights-of-way and public property as determined by the City. Removal of debris from private roads may be included in the scope where necessary for public safety, as authorized by the City. Any and all services provided by the Contractor, and labor, materials and equipment used by the Contractor, and its subcontractors must comply fully with all Federal, state and local laws, regulations, and guidance;
2. Management and operation of storage and debris reduction sites to accept, process, reduce, incinerate (with City approval) and dispose of event related debris;
3. Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal;
4. Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, waste debris reduction, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the events.
5. Removal of sand and earthen materials from roads, streets, and rights-of-way.
6. Vegetative debris will be removed and loaded separately from non-vegetative and bagged vegetative debris.
7. At the direction of the City or Monitor, the Contractor shall remove storm generated debris from drainage canals, creeks and ditches.
8. All debris removal from City Parks, improved public property, and Facilities, as described in Attachment C will be at the approval and authorization of the city's monitoring firm and/or project manager prior to removal. DMC shall process Vegetative Debris and Mixed Debris delivered to TDMS(s) on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with city approval.
9. The Contractor will not be compensated for disposing of any material not defined

as eligible debris. The Contractor and city's monitoring firm and/or project manager will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor on numbered tickets supplied by the Contractor. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt, and invoice amounts.

10. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).
11. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.

3.4 DOCUMENTATION AND REIMBURSEMENT

DMC shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. DMC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies. DMC shall provide data management and support to the City during the emergency recovery effort including, but not limited to, the following: Each load ticket shall contain the following information:

1. Municipality (Applicant)
2. Prime Contractor name.
3. Sub-Contractor name.
4. Load ticket number.
5. Truck ID number and capacity
6. Truck Driver name.
7. Date and time of pick up, loading.
8. Date and time of delivery, unloading
9. Pick up location (street address or primary street between specific area).
10. Loading Information
11. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
12. Total cubic yards picked up.

13. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
 14. Load Monitor Printed Name and Signature.
 15. Dump Monitor Printed Name and Signature.
 16. GPS.
 17. Inspector.
 18. Unloading Information.
- 3.4.1 Load tickets will be issued by the Debris Monitor or City personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/City will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, once a week, or more frequently as requested by the Contract Manager. Scanned load tickets shall be organized by activity date. DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
 - 3.4.2 DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placards shall also include the wording "City of Doral Beach Emergency Debris Contractor" and the DMC's name.
 - 3.4.3 DMC will work closely with the City, with the City's contracted Debris Monitor and applicable Federal, State and local agencies to ensure that the City's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the City all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall review all reimbursement applications prepared by the City or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the City or Debris Monitor of any recommended changes, corrections, alterations, or deletions. 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.
 - 3.4.4 DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.

3.5 PAYMENT

The City, or its authorized representative, will monitor, verify and document with load tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals, upon services rendered. Work not ticketed or not authorized by the City will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

Payment for disposal costs incurred by the Contractor at City approved Final Disposal Sites will be made at the cost incurred by the Contractor. **The City will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the City.** The Contractor(s) shall submit a copy of all invoice(s) received by the City approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City approved Final Disposal Site, and proof of Contractor payment to the City approved Final Disposal Site. The City will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

3.6 PERSONNEL

Proposing firm shall have a professional staff with the knowledge, skills, and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FFWC and other applicable Federal, State or local agency laws, regulations and policies is required. DMC personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

DMC shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to, the Project Manager and Field Supervisors, must be approved by the City. The City retains the right to request personnel replacements. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the Price Proposal Form, and provided herein as attachment B. Contractor's TDMS personnel must wear OSHA-required safety equipment whenever at a TDMS and must adhere to all Disaster Debris Collector site safety requirements. Field personnel shall be identifiable with safety vests and vehicle placards.

3.7 EMERGENCY ROAD CLEARANCE

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

3.7.1 TIME-AND-MATERIALS

Time-and-materials contracts may only be used when the scope of work necessary to achieve an outcome is unknown. The FEMA PA Program will typically only reimburse the City for a time-and-materials contract for eligible debris clearance during the first 70 hours of work following a declared disaster.

3.8 DEBRIS REMOVAL FROM PUBLIC RIGHTS-OF-WAY

As identified and directed by the City, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the City's rights-of-way and public property. DMC shall haul all debris to designated TDMS(s) or other temporary staging areas, disposal sites, or recycling centers, as determined by the City Debris Monitor Consultant. DMC shall segregate all debris to the extent practical.

3.9 ROW VEGETATIVE DEBRIS REMOVAL

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Vegetative debris may consist of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Depending on the size of the debris, the collection of vegetative debris may require the use of flatbed trucks, dump trucks, and grapple loaders.

3.9.1 For the purpose of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with mechanical loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

3.9.2 Removal of eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.

- 3.9.3 Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City-approved DMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 3.9.4 All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- 3.9.5 Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- 3.9.6 The Contractor must provide traffic control as conditions require or as directed by the City's Debris Monitor Consultant.

3.10 ROW CONSTRUCTION AND DEMOLITION (C&D) DEBRIS REMOVAL

Current Edition of the FEMA Public Assistance Program and Policy Guide (PAPPG) defines eligible Construction and Demolition (C&D) debris as damaged components of buildings and structures such as: lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.)

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris.

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

Household Hazardous Waste (HHW) refers to hazardous products and materials that are used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.

3.12 HAZARDOUS WASTE

Waste that is potentially harmful to human health or the environment that exhibits at least one of the following four characteristics: Ignitability, Corrosivity, Reactivity and Toxicity.

- Hazardous wastes may require segregation and special handling
- Document improper segregation
- Notify appropriate authorities if unsafe practices are observed during handling and

- disposal (know required safety procedures for the circumstances)
- Monitor processing carefully and regularly to verify the proper precautions are taken and the chain-of-custody is maintained
 - Verify that hazardous wastes are delivered to an appropriate DMS, as they can require special handling, transportation, and final disposition

3.14 LEANING TREES AND HANGING LIMBS

DMC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) that constitute an immediate threat; only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.

STUMP REMOVAL, BACKFILL AND HAUL

3.15

The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage, and any other incidental items; to collect and remove eligible hazardous stumps from the City's authorized ROW.

3.15.1 The Contractor shall extract or remove only stumps which meet the following eligibility criteria and are authorized by the City or its designated representative:

1. The stump root ball is exposed by fifty (50) percent or more;
2. The stump shall be larger than twenty-four (24) inches in diameter, measured twenty-four (24) inches above the ground; and extraction is required as part of the removal.
3. The stump is located in the authorized ROW or on improved property and poses a danger to the public's health and safety.

3.15.2 The City or authorized representative shall measure and document the stump prior to removal, through photographs, GPS coordinates, US National Grid coordinates, physical address/location and other relevant information which verifies the hazard posed by the stump.

3.15.3 Hazardous stumps which meet the eligibility criteria and have been documented following the described procedures shall be eligible for unit pricing which includes the extraction, transport, disposal, and filling the root ball cavity.

3.15.4 Costs for the removal of hazardous stumps shall be invoiced separately.

3.15.5 The Contractor shall be required to fill the cavity left by the excavation process with clean fill dirt in the quantity documented by the City or the City's authorized

representative.

- 3.15.6 The eligible hazardous stump shall be transported to the City's DMS or to the City's designated final disposal site.
- 3.15.7 The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table ([Appendix E 1 – FEMA Stump Conversion Table](#)) - Assistance Policy (DAP) 9523.11 dated May 15, 2007.
- 3.15.8 Stumps which are placed on the authorized ROW by others shall not be eligible for hazardous stump unit pricing.

3.16 SAFETY

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:

- 3.16.1 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.
- 3.16.2 All the work and all materials or equipment to be incorporated therein, whether in storage or outside of the City.
- 3.16.3 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.
- 3.16.4 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.
- 3.16.5 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.

3.16.6 Any and all damage associated with debris removal operations shall be restored to pre-existing condition at the Contractors expense.

3.16.7 The Contractor must contact Sunshine State One Call of Florida, Inc. at (800) 432-4770 for location of utilities prior to starting any excavation.

3.17 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.

3.18 CONTRACTOR’S EQUIPMENT

All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall 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 responsible for injury to persons caused by the operation of the equipment.

The contractor must identify current inventory of heavy equipment, vehicles and other related equipment and their current conditions that would be dedicated and utilized for the City’s objective. A full list shall include descriptions, sizes and age of the equipment must be provided.

Per **FEMA Recovery Policy RP9523.12**, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor.

All trucks used for collection and hauling of eligible debris from the City ROW to City approved DMS(s) or City approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor’s responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager.

Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off.

Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the City reserves the right to require the contractor to “tarp” or cover debris when hauling.

3.19 ONSITE CHIPPING

In areas not accessible by debris removal equipment and as directed by the Contract Manager, DMC will chip limbs, branches, foliage, etc., onsite using a handfed chipper. DMC will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Contract Manager.

In accordance with National Fire Protection Association mulch and chip piles should not exceed 25 feet in height, 150 feet in width, and 250 feet in length and shall follow current NFPA guidelines. A clear space of not less than 15 feet shall be maintained between piles and exposing structures, yard equipment, or stock, and piles should be subdivided by fire lanes having at least 30 feet of clear space at the base around each pile. These piles should not be compacted and meet all local regulations and laws.

3.20 TEMPORARY DEBRIS STORAGE AND REDUCTION (TDMS) SITES

A Florida Department of Environmental Protection authorized site where debris is stored, reduced, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process. Contractor shall be responsible for establishing site layout, including but not limited to maintaining up to date GIS mapping and site sketches, as approved by the City. The TDMS location(s) will be identified by the City, within City boundaries. DMC shall be prepared to establish additional TDMS(s) as deemed necessary by the City to ensure an adequate number of TDMS(s) for the amount and location of debris. DMC will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation. DMC will thoroughly videotape and/or photograph each TDMS before any activities begin and will periodically update video and photographic documentation to track site evolution.

DMC shall provide all equipment and personnel to manage, maintain, and operate the TDMS(s). The number of active sites will be determined by the Contract Manager and/or Debris Monitor based on the severity of the disaster. The Contract Manager will provide access and authorization to DMC to operate on the designated TDMS(s), including all information in the Contract Manager's possession regarding the sites that is necessary for successful operation.

DMC will provide a site operations plan for review and approval by the Contract Manager prior to beginning work. At a minimum, the plan will address the following:

1. Access to the site.
2. Site management, to include point of contact, organizational chart, etc.
3. Traffic control procedures.

4. Site security.
5. Site safety.
6. Site layout/segregation plan.
7. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.

DMC shall reclaim each TDMS to its pre-use condition within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, repairing irrigation fences and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local and contractual requirements.

3.21 APPROVED FINAL DISPOSAL SITE

The Contractor shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work. The Contractor shall not use any disposal facility without the written consent of the Contract Manager. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-City approved Final Disposal Site.

DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the City as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.

The Contractor will use only debris management sites or landfills authorized by the Solid Waste Authority and will coordinate with and comply with all Solid Waste Authority regulations and directions. The Contractor shall ensure FDEP approvals of debris management sites and (Florida Department of Forestry) FDOF burn authorization.

The Contractor(s) shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Contractor(s) and the City for permission to post a City inspector or authorized representative at the site for verification of each load disposed.

3.22 ADDITIONAL AS NEEDED SERVICES

DMC may be requested to perform the services detailed below, compensated under

- A. **Marine Debris Removal** – DMC shall clear waterways of debris and fallen trees as identified and directed by the City in writing. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- B. **Removal of Vehicles and Vessels** – The removal, transportation and disposal of eligible abandoned vehicles includes obtaining all necessary local, state, and federal handling permits and operating in accordance with rules and regulations of local, state, and federal regulatory agencies. No vehicles shall be removed without prior City Approval. Such approval may be made for a single vehicle or multiple vehicles depending upon the scope and severity of the debris-generating event.
- C. **Dead Animal Carcasses** – DMC shall collect, transport, and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry, and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- D. **White Goods** – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers, or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State, and local laws and regulations. White Goods may be transported to a storage area before decontamination, as long as Freon is not released during the removal, hauling, or recycling. White goods are banned from landfill disposal in the State of Florida, but are accepted for recycling.
- E. **Residential Drop-off Sites** - The City may elect to open a number of Drop-Off Sites to allow City residents to drop off debris. In the event such sites are utilized, DMC shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a TDMS or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.
- F. **E-Waste** – means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

3.23 OTHER OPERATIONAL CONSIDERATIONS

Inspection – All emergency debris shall be subject to inspection by the Debris Monitor, Contract Manager, or any public authority in accordance with generally accepted standards to ensure compliance with the contract and applicable Federal, State and local laws and regulations. DMC shall, at all times, provide the Debris Monitor and City access to all work sites, TDMSs and disposal areas.

Working Hours – Contract Work Hours and Safety Standards - CONTRACTOR shall

comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve employment of mechanics or laborers.)

Unless otherwise approved by the City, all activity associated with gathering, loading, and hauling debris shall be performed during visible daylight hours. DMC may work during these hours seven (7) days per week, including holidays. With City approval, debris reduction activities at the TDMS(s) may take place twenty-four (24) hours per day, seven (7) days per week if DMC deems it necessary and safe. DMC shall mandate employee rest breaks and mealtime when hourly rates apply. It is expected that DMC shall work daily until project completion. Holiday leave and TDMS closure may be authorized based on operational needs and with City approval. DMC shall be responsible to coordinate with the Contract Manager in the event weather conditions delay or modify the daily schedule.

Traffic Control – DMC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DMC is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMSs. DMC shall provide sufficient signage, flags, barricades, and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas.

END OF SECTION

4.0 BID SUBMITTAL FORM

ITB #2023-05

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

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.
 - (f) 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 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 the work.

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, July 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 _____

RATES FOR OTHER SERVICES, EQUIPMENT, OPTIONS AVAILABLE

If it should become necessary for the City to request the firm to render any additional services to either supplement the services requested in this ITB or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between City and the firm. Any such additional work agreed to between City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Bid Submittal.

Item	Description	Unit of Measure	Qty	Unit Price	Extended Price
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$
11				\$	\$
12				\$	\$
13				\$	\$
14				\$	\$
15				\$	\$
16				\$	\$
17				\$	\$
18				\$	\$
19				\$	\$

SIGNATURE IS REQUIRED AT THE END OF THIS SECTION

Certification that the person signing the bid is entitled to represent the firm empowered to submit the bids and authorized to sign a contract with the City of Doral.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Bid for the Bidder.

END OF SECTION

EXHIBIT “A”
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$2,000,000

Policy Aggregate (Per Project) \$2,000,000

Personal & Advertising Injury \$2,000,000

Products & Completed Operations \$2,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured

Primary Insurance Clause Endorsement

Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

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

Coverage / Endorsement Required

Employees are covered as insureds

City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 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.

Waiver of Subrogation in favor of City.

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. Umbrella should include Employer’s Liability.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors

comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida and 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 AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.

ACKNOWLEDGED:

I hereby acknowledge and confirm that upon approval of award, will take the necessary action to comply with the minimum insurance requirements as set forth within this solicitation. I accept that failure to comply at the time of contract execution may result in award being defaulted.

(Signature and Date)

Print Name:

This document must be completed and returned with your Submittal.

City of Doral



Public Works Department Road Allocation Map

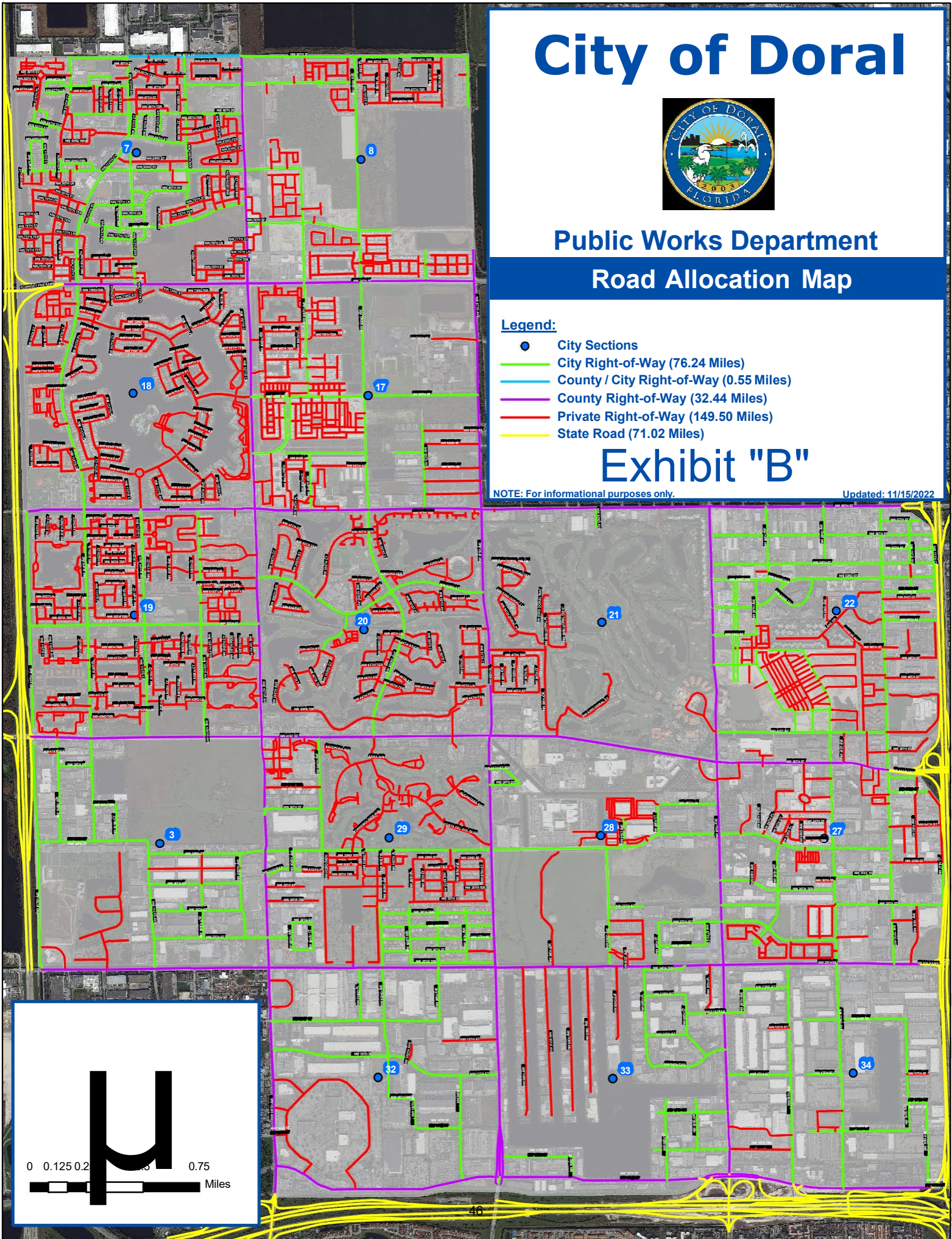
Legend:

- City Sections
- City Right-of-Way (76.24 Miles)
- County / City Right-of-Way (0.55 Miles)
- County Right-of-Way (32.44 Miles)
- Private Right-of-Way (149.50 Miles)
- State Road (71.02 Miles)

Exhibit "B"

NOTE: For informational purposes only.

Updated: 11/15/2022



City of Doral



Public Works Department Debris Staging Zone Map

Legend

 Debris Staging Site - Downtown Doral

Debris Zones

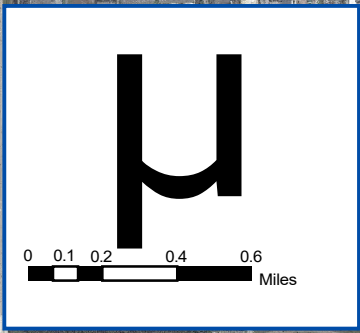
 North Zone

 South Zone

Exhibit "C"

Site A

Site B



5.0 REQUIRED FORMS / AFFIDAVITS

The forms/affidavits listed below must be completed by an official having legal authorization to contractually bind the company or firm.

Each signature represents a binding commitment upon the Contractor to provide the goods and/or services offered to the City of Doral, if the Contractor is determined to be the most responsive and responsible Bidder.

- 5.1 E-Verify Affidavit
- 5.2 Business Entity Affidavit
- 5.3 Non-Collusion Affidavit
- 5.4 No Contingency Affidavit
- 5.5 American with Disabilities Act (ADA)
- 5.6 Public Entity Crimes
- 5.7 Drug-free Workplace Program
- 5.8 Contractor Anti-Kickback Certification
- 5.9 Equal Opportunity/Affirmative Action Statement
- 5.10 Conflict of Interest Statement
- 5.11 Certificate of Authority:
 - A. Certificate of Authority, if Limited Liability Corporation
 - B. Certificate of Authority, if Corporation
 - C. Certificate of Authority, if Partnership
 - D. Certificate of Authority, if Joint Venture
- 5.12 Certificate as to Corporate Principal
- 5.13 Acknowledgement of Conformance with OSHA Standards
- 5.14 Dispute Disclosure Form
- 5.15 Contractor Anti-Boycott Certification
- 5.16 Byrd Anti-Lobbing Amendment Certification
- 5.17 Disclosure of Lobbying Activities



ADDENDUM NO. 1
City of Doral
ITB No. 2023-05
Disaster Debris Removal and Disposal Services

June 1, 2023

This Addendum No. 1 to the above-referenced Invitation to Bid is issued in response to questions from prospective respondents, or other clarifications and revisions issued by the City of Doral. The following clarifications are provided.

1. **Question: Will the hazardous trees and limbs be cut and placed onto the ROW for collection under other items?**

Response: Yes. Under item "Debris Removal from Public Right-of-Way and Hauling to TDSRS".

2. **Question: Will the 1 2-year additional period be renewed at the consent of both parties?**

Response: Yes.

3. **Question: Will the tipping fees be a pass-through charge?**

Response: Yes.

4. **Are there any additional debris staging areas contemplated other than those show in the ITB? Location?**

Response: There are currently no other areas. City is looking into additional areas within the City or in adjacent areas.

Any questions regarding this Addendum should be submitted in writing to the Procurement at email: procurement@cityofdoral.com.

Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,

Donna Rockfeld, Procurement Manager

Attachment "B"

Proposal
in Response to
City of Doral
ITB No. 2023-05
Disaster Debris Removal and Disposal Services

8401 NW 53rd Terrace
Doral, FL 33166

Contact Person: Tia Laurie
tia.laurie@ceresenv.com

June 15, 2023



6968 Professional Parkway
Sarasota, Florida 34240
Tel. (800) 218-4424
Fax (866) 228-5636

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June 15, 2023

City of Doral

8401 NW 53rd Terrace
Doral, FL 33166

RE: ITB No. 2023-05 –Disaster Debris Removal and Disposal Services

Due: June 15, 2023 at 10:00 AM ET

Dear Evaluation Team:

We are pleased to submit the enclosed proposal for the **City of Doral ITB No. 2023-05 –Disaster Debris Removal and Disposal Services**. Ceres Environmental Services, Inc. is a national leader in disaster recovery and a Government contracting firm capable of providing personnel, equipment, and resources to respond to any disaster event rapidly and efficiently. Our services include debris removal and separation, demolition and hazardous material management, debris reduction and site management, hazard tree, limb and stump removal, and the collection/generation of FEMA-required project documentation.

In Florida, Ceres has loaded, hauled, managed, reduced and disposed of over **14,000,000 cubic yards of debris across 77 client activations since 2016**. This along with being a Florida-based corporation has helped Ceres build trusted relationships with Florida Division of Emergency Management, Florida Department of Environmental Protection, and Florida Department of Transportation to provide disaster guidance and quickly permit debris sites.

From 2016 to 2022, Ceres has responded to multiple large-scale events across the U.S. each year with tens of contracts performed simultaneously. The quick bullets highlight Ceres extensive experience and unique capabilities for Doral.

- Across the U.S., Ceres has loaded, hauled, managed, reduced, and disposed of **over 40,000,000 cubic yards of debris**.
- Ceres has managed over **60,000 Right-of-Entries**.
- Ceres maintains **\$2 Billion** in bonding capacity. Bonding capacity is indicative of financial health.
- Ceres has a demonstrated ability to maintain account receivables more than **\$188.8 Million** without any work stoppages.
- Ceres owns the largest fleet of equipment in the industry -- **1,804 pieces of equipment**.
- Ceres owns the largest internal reduction capacity in the industry – **over 120,000 CYs per day** with 20 grinders and 10 air curtain incinerators.
- Ceres has **61 fulltime disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience**.
- Ceres received an **“Exceptional”** rating from the U.S. Army Corps of Engineers for projects resulting from Hurricane Michael in Southwest Georgia, Hurricane Irma/Maria in the U.S. Virgin Islands, and Hurricane Katrina in Louisiana.
- During the U.S. Army Corps of Engineers Southwest Georgia Debris Mission following Hurricane Michael, Ceres averaged 769,000 cubic yards of debris for the first 3 weeks of the project with a peak hauling capacity of **140,000 cubic yards in a single day**. This project was performed simultaneously with 4 other projects. When these 4 projects are included, Ceres peak hauling capacity was over **200,000 cubic yards per day**.



Ceres also maintains a database of 3,346 subcontractors with **129 pre-qualified, local subcontractors** within 50 miles of Doral to ensure rapid mobilization during any activation. If awarded, Ceres commits to working with the **Office of Economic Vitality** to identify additional MBE, WBE, SBE, and DBE contractors for debris removal, and conducting a subcontractor workshop in Doral within the first year. Local contractor utilization and keeping dollars in the local community is a cornerstone of Ceres response and long-term operations.

Ceres Disaster Recovery Division is headquartered in Sarasota, FL providing an excellent location from which to manage our post-disaster work in Doral. If an event affects our Sarasota office, Ceres maintains other offices in Houma, LA, Houston, TX, Brooklyn Park, MN, and Cameron Park, CA providing us great continuity of operations to quickly step in and assume responsibility for disaster response.

David A. McIntyre, Sole Shareholder and President; John Ulschmid, Vice President; and Tia Laurie, Corporate Secretary have signature authority to bind the company and can all be reached by calling Ceres' toll-free number (800) 218-4424.

We look forward to the opportunity to be your supplier of disaster debris management services.

Sincerely,

A handwritten signature in blue ink that reads "Tia Laurie".

Tia Laurie
Corporate Secretary
Ceres Environmental Services, Inc.

Enc.

Ceres Environmental Services Facts and Highlights

Founded in 1976 and incorporated in 1995, Ceres Environmental Services, Inc. has provided emergency management and other services for **47 years** to government entities throughout the United States.

- Ceres has **never defaulted on a contract or failed to complete any work awarded.**
- **No client of Ceres has been denied eligible reimbursement for work Ceres has performed.** Ceres' professional staff assists our clients, upon request, with the preparation and submission of project worksheets for FEMA and other agencies.
- **No Regulatory or License Agency Sanctions** have ever been imposed on Ceres or any of its principals.
- Ceres' policy and practice is to **utilize qualified local small and disadvantaged business enterprises** to the maximum extent practicable to further aid in the recovery of the community.
- Exemplary Performance on **over \$2.5 billion dollars** of Emergency Debris Management contracts awarded by various government agencies within the past 30 years on over 300 FEMA-funded contracts.
- Following Hurricane Michael, Ceres was activated by the USACE in **13 counties in Southwest Georgia**. Ceres collected and hauled a total of 4,236,363 cubic yards (CY) of debris in 90 days, with a **maximum haul of 140,330 CYs in a single day.**
- In all of 2017, Ceres **received 54 major contract activations from cities, counties, and in the U.S. Virgin Islands (USVI)** for debris removal and off-island debris disposal. For the USVI work, Ceres received the **highest possible contract evaluation – Exceptional – in all categories for its pre- and post-Hurricanes Irma and Maria responses.**
- Ceres responded to Louisiana flooding in 2016, **removing over 1,000,000 cubic yards of debris** as well as damaged white goods and putrescent food.
- Following Hurricanes Hermine and Matthew, Ceres was activated on **20 contracts over four states:** Florida, Georgia, South Carolina and North Carolina. Ceres successfully removed **more than 3,000,000 cubic yards** of hurricane debris resulting from Hermine and Matthew despite already working in Louisiana following the flooding.
- Ceres responded to the Midwestern flooding and Hurricanes Dolly, Gustav and Ike during 2008 and **fulfilled all obligations for nine separate contracts**, seven of which were performed simultaneously.
- Performed **simultaneous Hurricanes Katrina, Rita and Wilma recovery operations** in three states throughout 44 counties and parishes.
- During Hurricane Katrina recovery, 45,000 cubic yards of debris were hauled on the first day of operations and up to 200,000 cubic yards daily after that. In total, **more than 13 million cubic yards** were hauled and processed.
- Performed **over 40,000 Right of Entry (ROE) work orders for “Blue Roof” repairs** for the U.S. Army Corps of Engineers on five contracts, with concurrent operations in over 30 counties.
- Recipient of the **Million Work Hours Award** for our **superb safety record** on the Katrina Debris project for the U.S. Army Corps of Engineers.
- Federal Employer Identification Number 41-1816075
- Florida General Contractor's License CGC150876

MINIMUM QUALIFICATION REQUIREMENTS

A LICENSES AND REGISTRATIONS

Ceres Environmental Services, Inc.'s required licenses and registrations are provided on the following pages.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MCINTYRE, DAVID A

CERES ENVIRONMENTAL SERVICES INC
6968 PROFESSIONAL PARKWAY EAST
SARASOTA FL 34240

LICENSE NUMBER: CGC1508764

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://www.MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that CERES ENVIRONMENTAL SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on November 6, 2020, effective July 31, 1995.


The document number of this corporation is P20000086640.

I further certify that said corporation has paid all fees due this office through December 31, 2023 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of February, 2023*




Secretary of State

Tracking Number: 8179121520CU

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
CERES ENVIRONMENTAL SERVICES, INC.

Filing Information

Document Number	P20000086640
FEI/EIN Number	41-1816075
Date Filed	11/06/2020
Effective Date	07/31/1995
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	11/06/2020
Event Effective Date	NONE

Principal Address

6968 PROFESSIONAL PARKWAY
SARASOTA, FL 34240

Changed: 01/24/2023

Mailing Address

6968 PROFESSIONAL PARKWAY
SARASOTA, FL 34240

Changed: 01/24/2023

Registered Agent Name & Address

LAURIE, TIA
6968 PROFESSIONAL PARKWAY
SARASOTA, FL 34240

Address Changed: 01/24/2023

Officer/Director Detail

Name & Address

Title President

McIntyre, David
6968 PROFESSIONAL PARKWAY
SARASOTA, FL 34240

Title Secretary

Laurie, Tia
6968 PROFESSIONAL PARKWAY
SARASOTA, FL 34240

Title VP

Ulschmid, John
6968 PROFESSIONAL PARKWAY
SARASOTA, FL 34240

Annual Reports

Report Year	Filed Date
2021	01/26/2021
2022	01/28/2022
2023	01/24/2023

Document Images

01/24/2023 -- ANNUAL REPORT	View image in PDF format
01/28/2022 -- ANNUAL REPORT	View image in PDF format
04/06/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/26/2021 -- ANNUAL REPORT	View image in PDF format
11/06/2020 -- Domestic Profit	View image in PDF format

B PAST AND CURRENT CONTRACTS

B.1 Similar Projects – 5 years

Ceres Environmental Services, Inc. has a long record of successful contract performance. Many of our customers have provided formal evaluations or letters of recommendation that attest to our strong performance and record of customer service and satisfaction. The following table contains a selection of our references from projects completed in the past five (5) years.

Similar Contracts (Letters Provided in Tab C)

Event	Contract Activity	Government Entity	Amount	Contract Period
Hurricane Ian	Emergency Disaster Assistance and Debris Removal	Cape Coral, FL	\$64,888,996 2,707,047 CY	October 2022 – May 2023
	Terry B. Schweitzer, Solid Waste Manager; P.O. Box 150027, Cape Coral, Florida 33915-0027, Tel: 239-573-3136; tschweitzer@capecoral.gov			
Hurricane Ian	Disaster Debris Clearance and Removal Services	North Port, FL	\$42,031,396.28 2,446,843 CY	October 2022 – March 2023
	Frank Lama, Solid Waste Manager, 1100 North Chamberlain Blvd., North Port, FL 34286, Tel.: (941) 240-8074; flama@northportfl.gov			
Hurricane Ian	Emergency Debris Hauling and Disposal	Mt. Dora, FL	\$77,132 8,774 CY	September 2022 – October 2022
	Point of Contact: George Marek, Director of Public Works Department, 900 N Donnelly Street, Mount Dora, FL 32757, Tel: (352) 735-7151, marekg@cityofmoundora.com			
Hurricane Ian	Emergency Debris Removal and Disposal Services	Arcadia, FL	\$1,400,512 97,379 CY	September 2022 – November 2022
	Point of Contact: Beth Carsten, Finance Director, City of Arcadia 23 N. Polk Ave, Margaret Way building, Arcadia, FL 34266, Tel. (863) 494-4114, ecarsten@arcadia-fl.gov			
Hurricane Ida	Disaster Debris Management Services	Thibodaux, LA	\$1,653,961 105,691 CY	August – November 2021
	Jacques Thibodeaux, Special Projects Coordinator, Emergency Preparedness Director; P.O. Box 5418; 310 W. 2nd St; Thibodaux LA, 70301; Tel. 504-915-3120; jacquest@ci.thibodaux.la.us			
Hurricane Ida	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	Covington, LA	\$3,550,181 157,712 CY	September – December 2021
	Point of Contact: Chris Brown CBO, CFM, 317 N Jefferson Ave. PO Box 778, Covington, LA 70434; (985)-898-4725; cbrown@covla.com			
Hurricane Ida	Disaster Debris Removal	Gonzales, LA	\$1,623,500 106,041 CY	September – October 2021
	Point of Contact: Jackie Baumann, City Engineer, 120 S. Irma Blvd., Gonzales, LA 70737; Tel. (225) 647-9589; jackie@gonzalesla.com			

For a complete list of Ceres' projects within the past 5 years, please see proposal **Section G.2, Past Projects.**

B.2 Current Contracts in Florida

Due to the nature of disaster relief work, it is difficult to project workload; **however, Ceres has the proven resources and experience to handle multiple events and locations.** Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres' performance on this contract will be to the City's utmost satisfaction. **Ceres has never exceeded its capacity to perform on its pre-event and ongoing contractual commitments.**

Ceres has the proven resources and experience to handle multiple events and locations. Ceres and its family of businesses own 1,804 **pieces of equipment.** Additionally, we have a database of 3,346 **trusted subcontractors** to support our disaster relief efforts. The company is financially secure, with a bonding capacity of more than **\$2 billion per project.** Ceres has **61 fulltime disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience.**

Ceres Environmental Services, Inc. currently has the following pre-position Emergency Response contracts in place in the State of Florida.

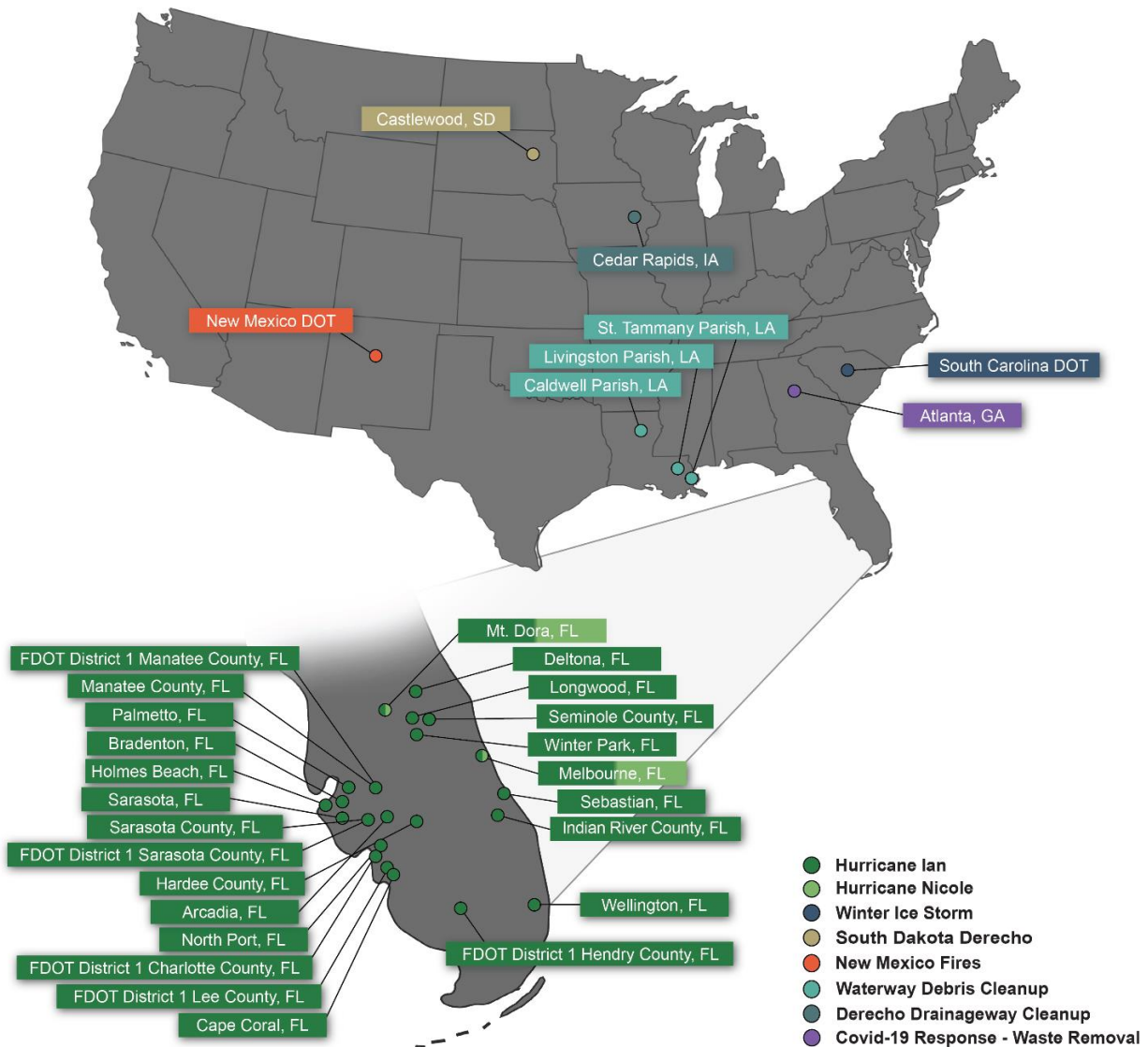
Contract Owner	Contract Start Date	Contract End Date
Arcadia, FL	8/2/2022	8/2/2025
Atlantic Beach, FL	12/1/2017	11/30/2027
Biscayne Park, FL	5/13/2022	5/13/2025
Bradenton, FL	7/20/2022	7/20/2023
Broward County, FL	6/29/2021	6/28/2024
Broward County, FL School Board	12/1/2022	11/30/2025
Cape Coral, FL	1/17/2019	1/16/2025
Casselberry, FL	8/14/2017	11/30/2023
Clay County, FL	4/23/2019	4/22/2024
Clermont, FL	7/16/2018	8/13/2023
Cocoa, FL	6/15/2021	6/14/2024
Collier County, FL	11/11/2016	1/11/2024
Columbia County, FL	8/20/2020	8/19/2023
Coral Gables, FL	12/5/2018	8/20/2025
Coral Springs, FL	5/20/2020	5/19/2025
Deltona, FL	11/17/2022	11/17/2025
Doral, FL	5/24/2018	5/23/2024
Escambia County, FL	8/10/2022	8/10/2025
Florida Department of Transportation (FDOT)	12/6/2022	6/30/2024
Fort Myers, FL	8/30/2019	8/29/2024
Franklin County, FL	9/7/2021	9/6/2023
Gainesville, FL	7/23/2018	9/30/2024
Hallandale Beach, FL	1/17/2021	1/17/2026
Hardee County, FL	11/22/2022	12/31/2027
Hernando County, FL	5/12/2020	5/11/2024
Hialeah, FL	9/13/2021	9/13/2024
Highlands County, FL	8/4/2020	8/3/2023
Holly Hill, FL	6/11/2019	6/10/2024
Hollywood, FL	7/23/2018	7/22/2023
Holmes Beach, FL	6/1/2020	5/31/2025
Indian River County, FL	4/20/2020	4/20/2024
Jacksonville Beach, FL	9/22/2020	9/21/2025
Jupiter Island, FL	7/31/2020	7/30/2023
Lakeland, FL	7/31/2022	7/31/2025
Lauderdale Lakes, FL	6/26/2018	6/25/2023
Lauderhill, FL	9/23/2021	9/23/2024

Contract Owner	Contract Start Date	Contract End Date
Leon County & the City of Tallahassee, FL	1/1/2023	12/31/2028
Liberty County, FL	9/1/2021	8/31/2024
Longboat Key, FL	8/23/2019	8/22/2024
Longwood, FL	9/21/2018	9/30/2023
Lynn Haven, FL	8/1/2019	7/31/2025
Manatee County, FL	2/1/2021	1/31/2026
Margate, FL	7/11/2018	7/10/2028
Marianna, FL	10/7/2019	10/6/2024
Martin County, FL	7/1/2021	6/30/2024
Melbourne, FL	4/15/2021	5/15/2024
Miami Beach, FL	2/21/2019	2/20/2024
Miami Shores Village, FL	7/1/2023	6/30/2026
Miami, FL	4/29/2022	4/28/2027
Miramar, FL	7/3/2018	10/2/2023
Nassau County, FL	9/24/2018	9/23/2023
New Smyrna Beach, FL	6/11/2019	6/10/2024
Newberry, FL	11/25/2019	10/24/2024
North Miami, FL	5/22/2018	5/14/2024
North Port, FL	5/28/2019	5/31/2025
Northwest Florida Water Management District	7/1/2020	7/1/2025
Ocala, FL	6/20/2018	6/19/2023
Ormond Beach, FL	9/8/2021	9/7/2024
Oviedo, FL	6/1/2022	6/1/2025
Palm Bay, FL	6/1/2022	5/31/2024
Palm Beach Gardens, FL	3/3/2022	3/3/2027
Palm Beach, FL	6/1/2022	5/1/2024
Palmetto Bay, FL (Village Of)	6/19/2019	6/20/2024
Palmetto, FL	6/1/2023	5/31/2026
Pembroke Pines, FL	10/1/2020	9/30/2023
Polk County, FL	2/16/2021	2/15/2026
Port St. Lucie, FL	8/3/2017	8/2/2023
Punta Gorda, FL	8/23/2017	8/22/2024
Rockledge, FL	1/1/2021	12/31/2023
Sarasota, FL	7/3/2018	12/31/2023
Sarasota County, FL	5/13/2021	5/12/2024
Satellite Beach, FL	11/9/2020	9/30/2023
Sebastian, FL	3/29/2017	7/9/2023
Sebring Airport Authority	9/19/2019	10/27/2023
Seminole County, FL	6/27/2022	6/27/2024
South Broward Drainage District (SBDD), FL	5/6/2022	5/6/2024
South Daytona, FL	6/11/2019	6/10/2024
South Florida Water Management District	7/10/2020	7/9/2025
St. Johns County, FL	1/25/2019	1/24/2024
St. Lucie County, FL	2/15/2022	2/14/2024
Sumter County, FL	7/12/2022	7/11/2024
Sunrise, FL	6/8/2020	6/7/2025
The Villages, FL	7/1/2018	9/30/2023
Volusia County, FL	6/19/2020	6/16/2023
Wellington, FL (Village Of)	6/1/2022	5/31/2025
West Palm Beach, FL	9/2/2022	12/31/2025
West Park, FL	6/17/2022	6/17/2025
Winter Park, FL	5/25/2018	6/25/2023

CAPACITY TO MANAGE MULTIPLE CONTRACTS

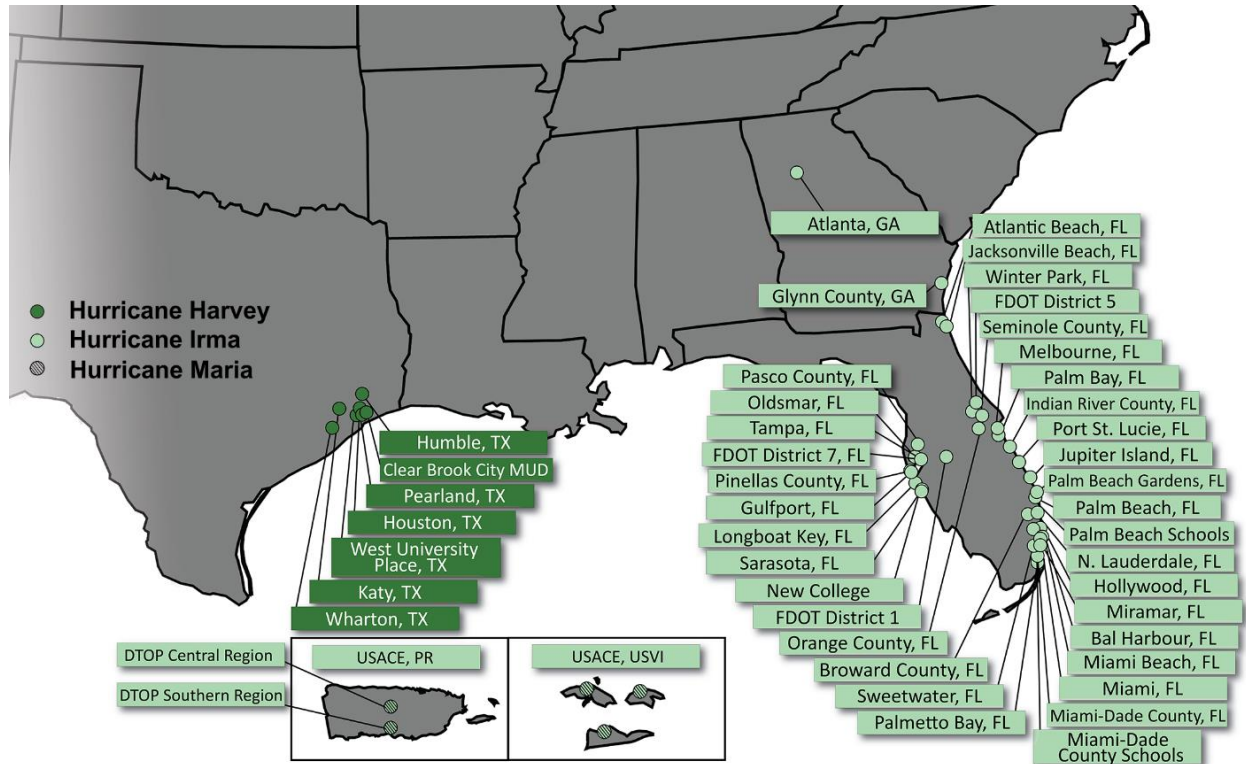
In September 2022, Hurricane Ian impacted Florida as a Category 4 Storm. As a result, Ceres received 25 contract activations across the state. Two of these contracts got activated again when Hurricane Nicole affected Florida a month and a half later.

That same year, Ceres also responded to the South Carolina DOT following a winter storm, removed fire debris in New Mexico, and worked in Louisiana, Iowa and South Dakota to clear debris from waterways. Additionally, Ceres helped the City of Atlanta, GA with routine debris removal when the City experienced shortage of staff.



2022 U.S. Event Responses and Projects

In August 2017, Ceres responded to seven jurisdictions in Texas following Hurricane Harvey. Within the next several weeks, Ceres responded to 35 jurisdictions in Florida and performed two emergency contracts in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation.



2017 U.S. Storm Responses

Tab C
Reference Letters



City of Cape Coral
Public Works Department

April 27, 2023

Bryan Fike
Regional Client Services Director
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, FL, 34240

Re: City of Cape Coral Hurricane Ian Debris Removal Project

Dear Bryan Fike:

I am writing to acknowledge and commend CERES Environmental Operations for the excellent performance related to disaster debris removal following Hurricane Ian's landfall in Cape Coral.

I offer sincere appreciation for their rapid recovery services during one of the most powerful and destructive storms to ever hit the United States. The project scope included over 127 square miles of land and 1,500 miles of roadway. Ever since we signed our contract, they have provided the highest quality of communications and responsiveness with even better customer service. Our deadlines were met earlier than expected, and they quickly resolved any issues that arose without reservation. Our recovery could not have been successful without them. The professional leadership of the field team to rapidly mobilize and ramp up with full-time personnel and numerous subcontractors is a testimony to the dedication of their staff. A positive relationship was built with all levels of the city's government, making them a reliable partner to us.

Immediately after the storm passed, CERES mobilized a large volume of equipment and personnel to conduct first push operation, began vegetative debris removal, set up and operated four separate debris management sites within city limits. The CERES team and their sub-contractors, were well equipped to, not only, meet the physical demand, but also, extremely familiar with the tedious requirements related to federal funding.

Key staff within the CERES organization provided excellent customer service and addressed all citizen concerns with a sense of urgency and professionalism. While Cape Coral's debris removal activities were being well maintained by CERES, City of Cape Coral Public Works staff were able to focus on different infrastructure recovery efforts.

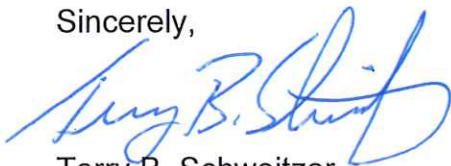
At the 60-day mark of the declared disaster, Ceres had removed over 1,800,00 cubic yards of vegetation and C&D from city streets. At project completion, CERES collected, chipped, and disposed of 1,510,773 cubic yards of vegetative debris; and collected, staged and disposed of 454,308 cubic yards C&D both, in only 4 months. This included two weeklong holiday breaks.

In addition to the right-of-way removal, a unique facet to the recovery was Ceres also planned and successfully conducted both land-based and water-based debris removal of vegetation knocked down by Ian, and non-vegetative debris blown into the canals or damaged by the storm surge.

The scope of this project included collecting, chipping, and disposing of 750,000 cubic yards of vegetative debris and 800 cubic yards of C&D from over 400 miles of both saltwater and freshwater canals, while supporting the City's efforts in protecting waterfowl, wading birds, migrant songbirds, gopher tortoises, and dolphins and reptiles. Cape Coral is home to the largest population of burrowing owls in Florida, and the canal system is so extensive that local ecology and tides have been affected. The system provides many residents with waterfront living access to the Gulf of Mexico via the broad Caloosahatchee River and Matlacha Pass.

The City of Cape Coral is honored to have completed a successful FEMA funded project with CERES, and I would whole-heartedly recommend the CERES team for emergency debris removal activities.

Sincerely,



Terry B. Schweitzer
Solid Waste Manager
City of Cape Coral

TS:jr



City of North Port
DEPARTMENT OF PUBLIC WORKS
Office: 941.240.8050
Fax: 941.240.8063



MEMORANDUM

TO: Mike Beavers
Karl Dix

FROM: Frank Lama, Solid Waste Manager

SUBJECT: Hurricane IAN Cleanup Recommendation Letter

DATE: April 21, 2023

Dear Mr. Beevers,

It is my pleasure to recommend Ceres Environmental Services, Inc. for their exceptional work in the City of North Port in the aftermath of Hurricane Ian. North Port was among the hardest-hit areas of Florida experiencing significant flooding and strong sustained winds for hours. The hurricane produced millions of cubic yards of vegetative and C&D debris. Your team at Ceres made the completion of this complex, large-scale debris removal project seem easy.

Ultimately, your team collected, hauled, processed, and disposed of over 2.4 million cubic yards of debris, which enabled a faster than anticipated restoration of the North Port community. At the project's peak, 47,000 cubic yards of debris was hauled in a single day. The City especially appreciated that Ceres owned all the reduction equipment mobilized to quickly reduce the incredible amounts of debris. This helped reduce the overall processing times and propel the project forward ahead of other jurisdictions in the area. Due to the quick response and the expedited project, the City was able to maximize FEMA reimbursement with the increased federal cost share granted by FEMA.

Ceres was also able to help us return an essential aspect of our economy back to normal. As you know, each year between February and March, tens of thousands of avid baseball fans visit North Port during MLB spring training to enjoy the weather and watch the Atlanta Braves play. Spring Training is a key economic driver for the City. Each year, Spring Training pumps millions of dollars into our City. Ceres set an ambitious goal to complete the debris cleanup process before the start of spring training, and I'm proud to say that this goal was successfully achieved.

I highly recommend Ceres Environmental Services, Inc. for any future disaster debris management projects. They are a reliable and professional company that exceeded our expectations during our disaster response efforts. Please, feel free to show this letter to potential clients. I would be happy to answer any questions or supply additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank Lama".

Frank Lama

City of North Port, FL



**CITY OF
MOUNT
DORA**

PUBLIC WORKS AND UTILITIES

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1501 Robie Ave.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

February 9, 2023

Tia Laurie, Director of Administration
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, Florida 34240

Re: Hurricane Ian and Hurricane Nicole Debris Removal

Dear Tia;

Please accept my profound appreciation for all the hard work your team did for the City of Mount Dora as we recovered from these two back-to-back storm events.

Hurricane Ian was a first-time experience for some of us in this community and we are very grateful for the expeditious debris removal service Ceres was able to provide from the days leading up to the storm, and days and weeks after the storm. Ceres brought experience and confidence that made the situation easier than it might have otherwise been for us.

The staff we interacted with were always considerate and understanding of our situations. We had two key events during this debris clean up -- a bike rally one weekend and craft fair the following week. The advanced preparation by your team produced immediate results within a remarkably short time, allowing success for both weekends. The responsiveness to specific situations was greatly appreciated by all the concerned organizations here at Mount Dora.

Thank you for the quality of services the CERES provided to this community. May I especially recognize the continuous communication and care that I received from Don Stubblefield as he strove daily to keep us on target and satisfy the needs of our entire community.

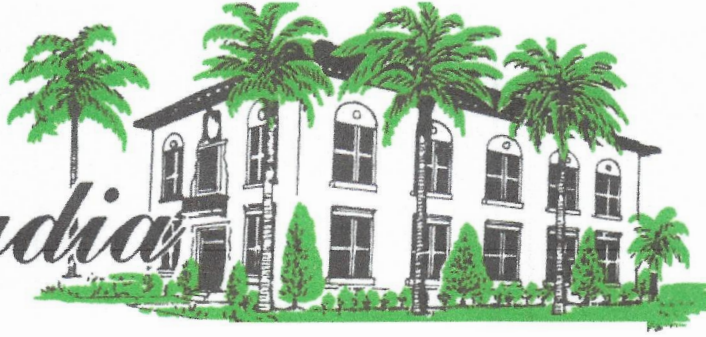
Sincerely,

George
Marek

George Marek
Director of Public Works
City of Mount Dora

Digitally signed by George
Marek
Date: 2023.02.09
12:42:15 -05'00'

*City of
Arcadia*



P. O. Drawer 1000 • Arcadia, Florida 34265

To Whom It May Concern:

I am writing this letter to recommend Ceres Environmental Services, Inc. as a debris removal contractor. I had the opportunity to work with Ceres during the aftermath of Hurricane Ian that hit Southwest and Central Florida, causing significant damage to Arcadia. Ceres provided exceptional debris removal services that were crucial to our community's recovery efforts.

Hurricane Ian caused extensive flooding in the City of Arcadia. Many main roads in the area were completely submerged and cut off emergency response personnel from getting in the City. Additionally, a major fuel shortage affected Southwest Florida. Despite these challenges, the Ceres team found a suitable route on the east side of the City for their equipment. Ceres personnel commuted to and from Central Florida with fuel transfer tanks, which allowed them to keep their crews working seven days a week, ensuring that the cleanup effort continued without interruption.

Ceres collected, hauled, and disposed of 97,379 cubic yards of debris. Their service was prompt and efficient, their team of professionals are highly skilled in removing hurricane and flood-generated debris. Their ability to handle a significant amount of debris in a safe and timely manner was critical to the community's recovery efforts. They completed the project in less than 60 days, which allowed the City to receive maximum FEMA reimbursement.

Overall, I highly recommend Ceres Environmental Services, Inc. for any future debris removal projects. Their reliability, efficiency, and dedication to this project was unmatched, and I am confident that they will provide exceptional service and exceed your expectations.

Please do not hesitate to contact me if you require any additional information regarding their work.

Sincerely,

A handwritten signature in blue ink that reads "Mark Steu Underwood Jr." The signature is written in a cursive style and is positioned above a horizontal line.

Director of Public Works

City of Arcadia

City of Thibodaux- Office of Emergency Preparedness

310 North Canal Blvd. P.O. Box 5418

Thibodaux, La. 70302



January 7, 2022


David McIntyre
Ceres Environmental

I would like to offer my personal thanks to you for the efforts of Karl Dix, Mike Beevers and Mike Dillard for their work in support of the City of Thibodaux in response to Hurricane Ida.

I would like to preface my gratitude with some of my personal background. I am currently serving with the City of Thibodaux as the Special Projects Coordinator, as well as the Emergency Preparedness Director. I started this position in 2019 having just retired from the U.S. Marshals. I had a total of 28 years in service, serving as a supervisory federal law enforcement agent for 17 years of those 28 years. In addition, I also served as a leader in the U.S. Army- Louisiana National Guard for 31 years (retiring as a Colonel in 2015). Of my 31 years, I served 19 years in eight different command assignments. Between these two careers, I have supervised over 100 emergency management events (including a tour in Iraq as the Commander of Security Forces in the Green Zone). These events spanned the elected terms of 6 U.S. Presidents and 7 Louisiana Governors.

Karl, Mike B. and Mike D. are some of the best leaders I have ever seen in this line of work. Their ability to take strategic concepts and turn them into operational programs is outstanding. There are three things that set these leaders above their peers in this industry: their problem solving, their ability to interact with others and their decision making. I have personally watched them interact with residents, politicians and governmental leaders in the past 5 months. Their ability to move through issues to solutions is a testament to their ability as leaders. They see problems and solve them before progression migrates to major events.

These three leaders have established a level of production that is rarely seen in debris management. They have represented Ceres Environmental in a dynamic fashion and are a testament to the ability of your team. I know that you are well aware of their value as leaders and I want to thank you for allowing them to help us get through this tough time. Leadership is not about personal achievement, leadership is about impact to those around us. Karl, Mike B. and Mike D. have truly made an impact here and we thank you as well for effort: Job well done!


Jacques Thibodeaux
Special Projects Coordinator
Emergency Preparedness Director
City of Thibodaux



Mark R. Johnson
Mayor

March 23, 2022

To Whom It May Concern,

It is my great pleasure to recommend Ceres Environmental Services Inc. to any organization in need of debris removal services. The City of Covington, located in southeast Louisiana, completed an RFP for a standing debris removal service contract over the summer of 2021 and executed a contract in early August 2021. Less than one month later Hurricane Ida formed in the Gulf of Mexico and was projected to impact the City of Covington. Within hours of being notified of the possible strength of the storm, Ceres contacted our staff to provide assurance they were ready to respond if needed. The City pre-emptively issued a purchase order one day ahead of the projected impacts to enable Ceres to activate immediately if necessary.

Weather bands from Hurricane Ida started rolling in the evening of Sunday, August 29th, 2021. Severe weather conditions continued throughout that evening until approximately 6:00 AM Monday morning, at which point the City's Public Works Director determined roads were impassable and we needed to activate Ceres. By 7:00 AM I made direct contact with our Ceres representative and a crew was mobilized. By 11:00 AM our assigned Project Manager arrived in town and a kickoff meeting was held. By 1:00 PM the city was divided into response zones and several debris crews were in route to our area. Debris push efforts on City roads began the following morning at sunrise.

The immediate response by Ceres within hours of activation was the key component to the City being able to clear roads for emergency response and reentry. Not only were the crews able to move quickly and efficiently, our Project Manager had a strong understanding of FEMA regulations. It was immediately clear that the City's ability to seek FEMA reimbursement based on eligibility was a priority for Ceres.

Our Project Manager and debris crews were in Covington working nearly 7 days a week from August 30th through mid-December. During this time, Ceres demonstrated their ability to operate independently, which allowed the City's leadership to focus on re-establishing City operations. Our Project Manager maintained on-going coordination with the staff, provided notifications of time-sensitive matters, and kept a sharp focus on the community's need to recover and return to daily life as quickly as possible. Meanwhile, he continued to prioritize the City's eligibility for FEMA reimbursement.

I can confidently say the City of Covington's speedy and successful recovery in the wake of Hurricane Ida is in large part due to the excellent planning and execution of our Ceres team.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Erin Bivona', with a stylized flourish at the end.

Erin Bivona

Chief Administrative Officer

City of Covington, LA



City of Gonzales

120 SOUTH IRMA BOULEVARD • GONZALES, LOUISIANA 70737 • PHONE (225) 647-2841 • FAX (225) 647-9557

BARNEY D. ARCENEUX
MAYOR/ADMINISTRATOR

TIMOTHY R. RILEY-Division A
COUNCILMAN
DRAINAGE
MAYOR'S YOUTH COUNCIL

KIRK J. BOUDREAUX-Division B
COUNCILMAN
MAYOR PRO-TEMPORE
TREASURER/FINANCE
STREETS
AEDC LIAISON

HAROLD L. STEWART-Division C
COUNCILMAN
SANITATION
TOURISM

TYLER J. TURNER-Division D
COUNCILMAN
ASSISTANT TREASURER
UTILITIES
ORDINANCE

JOHNNY A. BERTHELOT-Division E
COUNCILMAN
RECREATION
ENGINEERING
PUBLIC SAFETY

SHERMAN D. JACKSON
CHIEF OF POLICE

TRACEY N. NORMAND
FIRE CHIEF

SCOT BYRD
CITY CLERK / CAO

MATTHEW I. PERCY
CITY ATTORNEY

October 25, 2021

Mr. Karl Dix
Director of Client Services
CERES Environmental Operations
6968 Professional Parkway
Sarasota, FL 34240

RE: Debris Removal Hurricane Ida

Dear Mr. Dix:

I am writing to acknowledge and commend CERES Environmental Operations for the excellent performance related to disaster debris removal following Hurricane Ida's landfall in Gonzales. Immediately after the storm passed, CERES mobilized with a large volume of equipment and personnel to begin vegetative debris removal. The CERES team, and their sub-contractor, was well equipped to, not only, meet the physical demand, but also extremely familiar with the tedious requirements related to federal funding.

Key staff within the CERES organization provided excellent customer service and addressed all citizen concerns with a sense of urgency and professionalism. While Gonzales' debris removal activities were being well maintained by CERES, City of Gonzales DPW staff was able to focus on alternate infrastructure recovery efforts. At project completion, CERES hauled, chipped and disposed of 91,230 cubic yards vegetative debris and disposed 14,811 cubic yards C&D in only 40 days.

The City of Gonzales is honored to have completed a successful FEMA funded project with CERES, and I would whole-heartedly recommend the CERES team for emergency debris removal activities.

Sincerely,

Jackie Baumann, P.E.
City Engineer

CC: Mayor Barney Arceneaux

*Jambalaya Capital of the World
We've Got it All!!*

Tab D
Surety Letter



Liberty Mutual Surety

June 9, 2023

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

Re: Surety Bond Commitment

**Ceres Environmental Services, Inc. (3825 85th Ave. N., Brooklyn Park, MN 55443)
ITB No. 2023-05, Disaster Debris Removal and Disposal Services**

To Whom It May Concern:

I am pleased to advise you that Liberty Mutual Insurance Company has approved the issuance of performance and payment bonds for \$1,000,000 for the benefit of the **City of Doral, FL** per the requirements in **ITB No. 2023-05, Disaster Debris Removal and Disposal Services**. This performance and payment bond will be for the successful contract completion of the work set forth in **ITB No. 2023-05, Disaster Debris Removal and Disposal Services**. Ceres Environmental Services, Inc. is approved to provide bonds for single projects up to \$2,000,000,000.

Liberty Mutual Insurance Company is a surety or insurance company currently listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, with an A rating, financial size category of XV in the latest printing of the A.M. Best's Key Rating guide to write individual bonds up to ten (10) percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed to issue surety bonds in the State of **Florida**.

If Ceres Environmental Services, Inc. is the Successful Proposer on this contract, performance and payment bonds will be provided to the **City of Doral, FL** per written notice per the requirements in **ITB No. 2023-05, Disaster Debris Removal and Disposal Services**.

This letter constitutes our commitment based upon information and documentation you have submitted. Any obligation to issue the performance and payment bond will arise only upon the satisfactory preparation, execution, and delivery of documentation in form and substance satisfactory to our company. This commitment is valid for a period of **twelve (12) and/or fourteen (14) months** from the execution date of the contract and a new letter will be provided on an annual basis throughout the term of the contract.

Sincerely,

Joshua R. Loftis,
Attorney-in-Fact
612-349-2400
Liberty Mutual Insurance
2854 Highway 55, Suite #250
Eagan, MN 55121

Member of Liberty Mutual Group



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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207173 - 190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich; C. White; Emily White; Joshua R. Loftis; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrum; Ted Jorgensen; Tina L. Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of June, 2023.



By: Renee C. Llewellyn, Assistant Secretary

4.0 BID SUBMITTAL FORM

ITB #2023-05

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

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> 6/1/2023 </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.
 - (f) 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 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 the work.

Debris Removal, Processing & Disposal:

Item	Description	Unit	Qty	Unit Price	Total
1	Mobilize & Demobilize (per event)	LS	1	\$1.00	\$1.00
2	Debris removal from Public Right-of-Way & hauling to TDSRS within the City limits	CY	20,000	\$9.79	\$195,800.00
3	Debris removal from Public Right-of-Way & hauling to TDSRS outside of City limits	CY	10,000	\$9.79	\$97,900.00
4	Debris removal from TDSRS, hauling and disposal at FDEP approved site within Miami-Dade County	CY	10,000	\$2.75	\$27,500.00
5	Debris removal from Public Right-of-Way, hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CY	5,000	\$9.75	\$48,750.00
6	Processing (grinding/mulching) of vegetative debris at TDSRS	CY	25,000	\$4.55	\$113,750.00
7	Processing (grinding/mulching) of construction & demolition (C&D) debris at TDSRS	CY	3,000	\$3.25	\$9,750.00
8	Pick-up and haul of white goods	EA	100	\$35.00	\$3,500.00
9	Pick-up and disposal of hazardous material	LB	1,000	\$6.35	\$6,350.00
10	Dead animal collection, transportation and disposal	LB	1,500	\$0.88	\$1,320.00
11	Process stump based on FEMA conversion table, July 2007 publication DAP9523.11, or latest version	CY	1,000	\$8.95	\$8,950.00
12	Hazardous stump removal, hauling and disposal 6" diameter to 11.99" diameter	EA	100	\$25.00	\$2,500.00
13	Hazardous stump removal, hauling and disposal 12" diameter to 23.99" diameter	EA	100	\$25.00	\$2,500.00
14	Hazardous stump removal, hauling and disposal 24" diameter to 47.99" diameter	EA	30	\$250.00	\$7,500.00
15	Hazardous stump removal, hauling and disposal 48" diameter or greater	EA	10	\$350.00	\$3,500.00
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	\$10.95	\$10,950.00
18	Material, fill dirt for stump holes, purchased, placed & compacted	CY	1,000	\$7.50	\$7,500.00
19	Leaning trees/hanging limbs	T&M	Rates below		
20	Demolition of structures	T&M	Rates below		

Sub Total \$548,021.00

Equipment with Operator:

Item	Description	Unit	Qty	Unit Price	Total
1	JD544 or equal, wheel loader w/debris grapple	HR	72	\$110.00	\$7,920.00
2	JD644 or equal, wheel loader w/debris grapple	HR	72	\$115.00	\$8,280.00
3	JD544 or equal, wheel loader w/bucket	HR	72	\$115.00	\$8,280.00
4	JD644 or equal, wheel loader w/bucket	HR	72	\$120.00	\$8,640.00
5	Extend-a-boom forklift w/debris grapple	HR	12	\$85.00	\$1,020.00
6	753 Skid Steer w/debris grapple	HR	72	\$95.00	\$6,840.00
7	753 Skid Steer Loader w/bucket	HR	72	\$75.00	\$5,400.00
8	753 Skid Steer w/Broom	HR	12	\$75.00	\$900.00
9	Tractor w/box blade or rake	HR	12	\$75.00	\$900.00
10	JD648 E or equal Log Skidder	HR	12	\$115.00	\$1,380.00
11	CAT D4 or equal dozer	HR	24	\$105.00	\$2,520.00
12	CAT D6 or equal dozer	HR	18	\$125.00	\$2,250.00
13	CAT D8 or equal dozer	HR	12	\$150.00	\$1,800.00
14	CAT or equal 125/140 HP Motor Grader	HR	24	\$125.00	\$3,000.00
15	JD690 or equal hoe w/grapple	HR	10	\$145.00	\$1,450.00
16	JD690 or equal hoe w/bucker & Thumb	HR	36	\$140.00	\$5,040.00
17	Excavator type hoe on rubber w/grapple	HR	24	\$140.00	\$3,360.00
18	JD310 or equal TLB	HR	24	\$105.00	\$2,520.00
19	210 Prentiss or equal knuckle-boom w/grapple	HR	36	\$125.00	\$4,500.00
20	CAT 623 or equal self-loading scraper	HR	12	\$125.00	\$1,500.00
21	Hand fed debris chipper	HR	36	\$75.00	\$2,700.00
22	300/400 Tub Grinder	HR	36	\$225.00	\$8,100.00
23	Diamond Z or equal 800/1,000 tub grinder	HR	24	\$335.00	\$8,040.00
24	30 TN Crane	HR	12	\$245.00	\$2,940.00
25	50 TN Crane	HR	8	\$365.00	\$2,920.00
26	100 TN Crane	HR	4	\$575.00	\$2,300.00
27	40'/60' Bucket Truck	HR	36	\$275.00	\$9,900.00
28	Service Truck	HR	36	\$75.00	\$2,700.00
29	Water Truck	HR	24	\$85.00	\$2,040.00
30	Portable Light Tower	HR	18	\$50.00	\$900.00
31	Pick-up (w/o driver)	HR	36	\$26.00	\$936.00
32	Knuckle-boom w/grapple self-loading Dump type truck	HR	72	\$125.00	\$9,000.00
33	Single axle dump type truck, 5 - 12 CY	HR	36	\$65.00	\$2,340.00
34	Tandem axle dump type truck, 16 - 20 CY	HR	36	\$70.00	\$2,520.00
35	Trailer type truck/tractor 24 - 40 CY	HR	30	\$75.00	\$2,250.00
36	Trailer type truck/tractor 41 - 60 CY	HR	30	\$80.00	\$2,400.00
37	Trailer type truck/tractor 61 - 80 CY	HR	24	\$85.00	\$2,040.00
38	Power Screen	HR	36	\$65.00	\$2,340.00
39	Stacking conveyor	HR	18	\$25.00	\$450.00
40	Off Road Truck	HR	24	\$25.00	\$600.00

Sub Total \$144,916.00

Labor & Material:

Item	Description	Unit	Qty	Unit Price	Total
1	Operating Manager	HR	36	\$70.00	\$2,520.00
2	Superintendent w/truck, phone & radio	HR	72	\$60.00	\$4,320.00
3	Foreman w/truck, phone & radio	HR	72	\$55.00	\$3,960.00
4	Safety/quality control inspector w/vehicle, phone & radio	HR	36	\$55.00	\$1,980.00
5	Inspector w/vehicle, phone & radio	HR	60	\$55.00	\$3,300.00
6	Climber w/gear	HR	36	\$60.00	\$2,160.00
7	Chain & Hand Saw Operator	HR	72	\$60.00	\$4,320.00
8	Laborer & Flagman	HR	72	\$45.00	\$3,240.00
9	Haz-Mat Professional	HR	60	\$60.00	\$3,600.00
10	Certified Arborist	HR	24	\$95.00	\$2,280.00
11	Project Manager/Haz-Mat Professional	HR	36	\$70.00	\$2,520.00

Sub Total \$34,200.00

Emergency Power Generators & Support Equipment:

Item	Description	Unit	Qty	Unit Price	Total
1	5 kw Generator	Day	10	\$120.00	\$1,200.00
2	10 kw Generator	Day	10	\$180.00	\$1,800.00
3	20 kw Generator	Day	8	\$210.00	\$1,680.00
4	40 kw Generator	Day	8	\$270.00	\$2,160.00
5	60 kw Generator	Day	5	\$305.00	\$1,525.00
6	80 kw Generator	Day	5	\$345.00	\$1,725.00
7	100 kw Generator	Day	2	\$435.00	\$870.00
8	120 kw Generator	Day	2	\$505.00	\$1,010.00
9	Satellite Phone for use by the City to coordinate operations during failure of other communication systems	Day	10	\$125.00	\$1,250.00

Sub Total \$13,220.00

BID TOTAL \$740,357.00


RATES FOR OTHER SERVICES, EQUIPMENT, OPTIONS AVAILABLE

If it should become necessary for the City to request the firm to render any additional services to either supplement the services requested in this ITB or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between City and the firm. Any such additional work agreed to between City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Bid Submittal.

Item	Description	Unit of Measure	Qty	Unit Price	Extended Price
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$
11				\$	\$
12				\$	\$
13				\$	\$
14				\$	\$
15				\$	\$
16				\$	\$
17				\$	\$
18				\$	\$
19				\$	\$

SIGNATURE IS REQUIRED AT THE END OF THIS SECTION

Certification that the person signing the bid is entitled to represent the firm empowered to submit the bids and authorized to sign a contract with the City of Doral.

Signature of Official: 
Name (typed): Tia Laurie
Title: Corporate Secretary
Firm: Ceres Environmental Services, Inc.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Bid for the Bidder.

END OF SECTION

5.1 E-VERIFY PROGRAM

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-verify.gov/>.
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222- 54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

48 CFR 52.222-54

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

Ceres Environmental Services, Inc.

Company Name



Respondent Signature

Tia Laurie, Corporate Secretary

Respondent Name (Printed)

6-14-2023

Date Signed

5.2 BUSINESS ENTITY AFFIDAVIT
(VENDOR / PROPOSER DISCLOSURE)

RFQ No. 2023-05

I, Tia Laurie, Corporate Secretary, 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:

41-1816075
 FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Ceres Environmental Services, Inc.
 Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

6968 Professional Parkway, Sarasota, FL 34240
 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>David McIntyre</u>	<u>6968 Professional Parkway, Sarasota, FL 34240</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:

Tia Laurie
Signature of Affiant

6-14-2023
Date

Tia Laurie, Corporate Secretary
Printed Name of Affiant

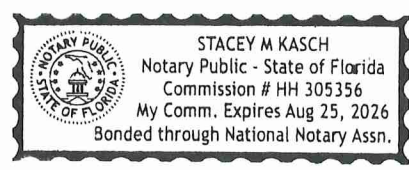
The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 14th day of June, 2023 (year), by Tia Laurie who is personally known to me or who has produced a Florida driver's license as identification.

Personally known ✓
OR
Produced identification _____

Notary Public-State of Florida

_____ My commission expires: 8/25/26
Type of Identification

Stacey Kasch
Printed, typed, or stamped commissioned name of Notary Public



5.3 NON-COLLUSION AFFIDAVIT

RFQ No. 2023-05

State of Florida)
) SS
County of Sarasota)

BEFORE ME, the undersigned authority, personally appeared Tia Laurie, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the Corporate Secretary
Ceres Environmental Services, Inc.
(Owner, Partner, Officer, Representative or Agent) of _____, the PROPOSER 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 PROPOSER 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 PROPOSER, 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 PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (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 PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

FURTHER AFFIANT SAYETH NOT

State of Florida

By: Tia Laurie

Print Name: Tia Laurie, Corporate Secretary

County of Sarasota

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 14th day of June, 2023 (year), by Tia Laurie

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known ✓

OR

Produced identification _____

Notary Public-State of Florida

—
Type of Identification

My commission expires: 8/25/26

Stacey Kasch
Printed, typed, or stamped commissioned name of Notary Public



5.4 NO CONTINGENCY AFFIDAVIT
RFQ No. 2023-05

State of Florida)

County of Sarasota)
SS)

BEFORE ME, the undersigned authority, personally appeared Tia Laurie, who, after being duly sworn, deposes and states that all of the facts herein are true:

- Corporate Secretary Ceres Environmental Services, Inc.
- (1) He/She/They is/are _____ Owner, Partner, Officer, Representative or Agent) of _____ the PROPOSER that has submitted the attached Bid;
 - (2) Proposer warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
 - (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: Tia Laurie

Print Name: Tia Laurie, Corporate Secretary

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 14th day of June, 2023 (year), by Tia Laurie

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known ✓

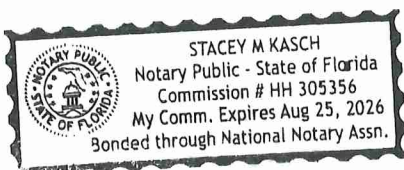
OR

Produced identification _____

Notary Public-State of Florida

_____ Type of Identification

My commission expires: 8/25/26



Stacey Kasch
Printed, typed, or stamped commissioned name of Notary Public

5.5 AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT

RFQ No. 2023-05

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: Tia Laurie, Corporate Secretary
(print individual's name and title)

for: Ceres Environmental Services, Inc.
(print name of entity submitting sworn statement)

whose business address is: 6968 Professional Parkway, Sarasota, FL 34240

and (if applicable) its Federal Employer Number (FEIN) is: 41-1816075
(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn
statement: _____ - _____ - _____.)

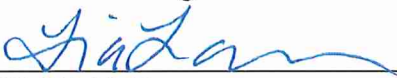
I, being duly first sworn state:

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

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 14th day of June, 2023 (year), by Tia Laurie

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known ✓

OR

Produced identification _____

Notary Public-State of Florida

_____ My commission expires: 8/25/26

Type of Identification

Stacey Kasch
Printed, typed, or stamped commissioned name of Notary Public



**5.6 SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFQ No. 2023-05**

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, Florida
by Tia Laurie, Corporate Secretary
for Ceres Environmental Services, Inc.
whose business address
is 6968 Professional Parkway, Sarasota, FL 34240 and (if
applicable) its Federal Employer Identification number (FEIN) is 41-1816075 (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.)

X 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: Tia Laurie

(Printed Name) Tia Laurie

(Title) Corporate Secretary

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 14th day of June, 2023 (year), by Tia Laurie who is personally known to me or who has produced a Florida driver's license as identification.

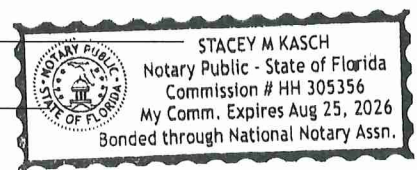
Personally known ✓

Or Produced Identification _____

Notary Public - State of Florida

My Commission Expires 8/25/26

Stacey Kasch
(Type of Identification) (Printed, typed, or stamped commission name of notary public)



5.7 DRUG-FREE WORKPLACE PROGRAM
RFQ No. 2023-05

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

Ceres Environmental Services, Inc. does:
(Name of Firm)

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' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after 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 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.

Tia Laurie, Corporate Secretary
Name and Title

6-14-2023
Date


Signature

Ceres Environmental Services, Inc.
Firm

6968 Professional Parkway
Street address

Sarasota, FL 34240
City, State, Zip code

5.8 CONTRACTOR COPELAND ACT ANTI-KICKBACK AFFIDAVIT

RFQ No. 2023-05

STATE OF Florida }

}SS:

COUNTY OF Sarasota }

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 personnel or its design CONTRACTORS, 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: Tia Laurie

Title: Tia Laurie, Corporate Secretary

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 14th day of June, 2023 (year), by Tia Laurie

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known ✓

OR

Produced identification _____

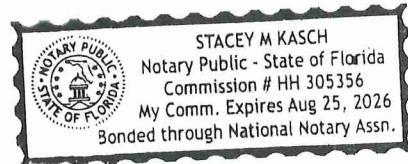
Notary Public-State of Florida

Type of Identification

My commission expires: 8/25/26

Stacey Kasch

Printed, typed, or stamped commissioned name of Notary Public



~5.9 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFQ No. 2023-05

I, Tia Laurie, Corporate Secretary
(Individual's Name) (Title)

of the Ceres Environmental Services, Inc., do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.15.3 of this document.

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



Individual's Signature

6-14-2023
Date



5.10 CONFLICT OF INTEREST DISCLOSURE FORM

All business entities (“Vendor”) interested in or conducting business with the City of Doral, must complete and return the Conflict-of-Interest Disclosure Form.

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral’s conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor’s Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*	
Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: _____ _____	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe below): _____ _____ <input checked="" type="checkbox"/> No Conflict of Interest

**Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.*

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Ceres Environmental Services, Inc.	(800) 218-4424	
Vendor Name	Vendor Phone Number	
	6-14-2023	Tia Laurie
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

**5.11(A) CERTIFICATE OF AUTHORITY
(IF LIMITED LIABILITY CORPORATION)**

N/A

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the

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

"RESOLVED, that, _____ as _____ of the Limited Liability Corporation be and is hereby authorized to execute the Proposal dated, _____ 20____, to the City of Doral and that their execution thereof shall be the official act and deed of this Limited Liability Corporation." 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: _____

Print Name: _____

(SEAL)

**5.11 (B) CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

See the attached corporate certificate of authority.

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)

JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CERES ENVIRONMENTAL SERVICES, INC.

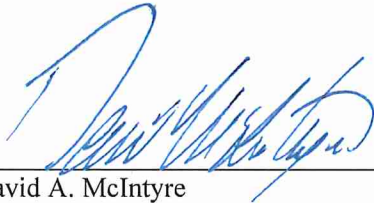
The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Florida Statutes effective as of the 13th day of October 2021:

WHEREAS, the Corporation desires to prepare and execute contract documents including but not limited to addendums, change orders, notices to proceed and task orders, and the Corporation desires to grant the authority to the Corporate Secretary, Tia Laurie, to sign and execute such contractual documents on behalf of the Corporation,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:

RESOLVED, that Ceres Environmental Services, Inc. grants Tia Laurie, Corporate Secretary, the authority to sign and bind the Corporation in matters related to the execution of contractual documents.

IN WITNESS WHEREOF, the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.



David A. McIntyre
President and Sole Director/Shareholder

**5.11 (C) CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

N/A

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)

5.12 CERTIFICATE AS TO CORPORATE PRINCIPAL

I, David McIntyre, certify that I am the ^{President}~~Secretary~~ of the Corporation named as Principal in the foregoing bid; that Tia Laurie, who signed the Bid on behalf of the Principal, was then Secretary of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bid was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)
NO SEAL



Ceres Environmental Services, Inc.
(Name of Corporation)

END OF SECTION

**5.13 ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We Ceres Environmental Services, Inc., hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Emergency Debris Removal Services, ITB #2023-05**, 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:

See the attached list of subcontractors

(Subcontractor's Names)

_____ to comply with such act or regulation.

Ceres Environmental Services, Inc.

CONTRACTOR



ATTEST

BY: 

END OF SECTION

POTENTIAL SUBCONTRACTORS

Category Key: SB = Small Business; SBE = Small Business Enterprise; WO = Woman-Owned; WOSB = Woman Owned Small Business; VO = Veteran-Owned; SDVO = Service-Disabled Veteran Owned; SLDBE = State Local Disadvantage Business Enterprise; 8a = Currently 8a Certified; SDB = Small Disadvantaged Business; SDBE = Small Disadvantaged Business Enterprise; HUB = HUB Certified; ESB = Emerging Small Business; MBE = Minority Business Enterprise

Subcontractors within 50 Miles of Doral

Subcontractor Name	City	Certifications Abbreviated
411Junk LLC	Pompano Beach	SB
A Native Tree Service	Miami	SB, WO
A&e Transport Llc	Miami	
A&J Transport, Inc.	Miami	SB, WO
A1 Environmental Inc Dba A1E Group	Miami	SB
Action Boats LLC	Key Largo	SB
AERI (Aosomeo Environmental Restoration)	Homestead	
All Around Building	Delray beach	SB
All Design Concrete Corp	Hialeah	SB, WO
All Services 4 Less, Inc	Miami	
Andrews Land Management	Fort Lauderdale	
AR Ramos Enterprises, Inc	Palmetto Bay	SB
Atlantic Trucking & Warehousing	Opa-Locka	SB
Atlas Grinding & Recycling Group LLC	Miami	SB
Austin Tupler Trucking	Davie	SB
BG Katz	Parkland	SB
Bigfoot Inc	Margate	SB
Biocarbon Technologies Inc	Plantation	
Boosted Towing Inc	Miami	SB
Brink Roofing LLC	Delray Beach	
Building Essentials And Training LLC	Miami	SB
Bulk Waste Removal Corp	Miami	DBE
C & S Property Services LLC	Southwest Ranches	SB
Cambridge Project Development Inc.	Miami	SB
Canpol Transport	Hialeah Gardens	SB
Caribbean Marine System Corp	Miami	SB
Caribe Construction Inc.	Miami	SB, WO
Caruva INC	Miami	SB, VO, WBE
CBC Real Estate LLC	Cutler Bay	SB
Conpal Corporation	Miami	SB
Continental Heavy Civil	Miami	
Cornerstone Nine LLC	Miami	SB
Coros Trucking LLC Dba Coros Transport	Hialeah	SB
CR2 Services, LLC	Doral	SB
D.O.M.E.O.E.N Tri-Investments, LLC	Pompano Beach	HUB
DC Engineering & Construction Group, Inc.	Doral	
Disaster Response Team International	Homestead	VO
DSW Logistics	Miami Gardens	SB

Subcontractor Name	City	Certifications Abbreviated
Dynamic Scapes Llc	Miami	SB
Eagle Brick Construction, Inc	Miami Gardens	
Eastern Waste Systems, Inc.	Pompano Beach	
ECO Services DBR	Sunrise	WO
EDJ Service LLC	Plantation	
EE&G Disaster Response, LLC.	Miami Lakes	SB
Elite Investments Group Corp	Miami	
Empire Property Services Llc	Davie	SB, WO
Envio Logistics, LLC	Tamarac	SDB
Enviro Staffing Solutions Corp. dba Labor on Site	Miami	
FG Construction	Tamarac	
First 2 Truck Inc	Miami Beach	
Fitsaw Construction LLC	Sunrise	
Florida Paving & Trucking Inc	Homestead	WO
Florida Premier Ins	Miami	
Florida Trend Homes, Inc	Fort Lauderdale	
Four R Equipment	Hollywood	SB, WO
Franklin Ray Group, LLC.	Miramar	SB
Galafre Construction and Land Design Inc.	Miami	
Garden Genius	Miami	SB, SDB
GH Builders Inc.	Doral	SB, SDB
Gradall Bobcat & Landscaping	Davie	SB
H.A.C. COOLING CORP	Hollywood	SB
Hard Core Construction	Miami	SB
Hollywood Restoration, Inc.	Hollywood	SB
Horsepower Service Llc	Miami	SB, WO
In Touch Logistics	Miami Gardens	SDB
Innovative Environmental Services	Boca Raton	SB, SBA, WBE, WO
IPG Network	Miami	SB
Island Recovery Services	Lauderdale Lakes	SDB
Jam Logistics, Llc	Miami	SB
Jamoa Enterprise LLC	Tamarac	
JT Hauling	Homestead	WO
K&R World Electrical Contractor's Inc.	Hollywood	SB
KB & JO Trucking Corp	Miami	
KLBz Landscaping And Tree Service	Key Largo	SB, WO
L T Group, Inc	Key Largo	WO
La Ceiba Nursery	Miami	SB
Landmark Landscape & Property Maintenance	Hollywood	SB
Landworks South,Llc	Homestead	
Largo Logistics And Fuel Management, LLC	Key Largo	SB
Leno Dredging and Hauling	Miami	
LIGLightning Commercial Cleaning Service, LLC	Sunrise	
Load Masters Management, Inc.	Homestead	SB, WO
LT Group	Miami	WBE
Manny Estrada	Miramar	

Subcontractor Name	City	Certifications Abbreviated
Maytin Engineering, Corp	Hialeah Gardens	
McCall Aircraft Consulting, LLC	Southwest Ranches	SB
MCT Service, LLC	Coral Springs	WBE
Mhd Marketing Inc	Boca Raton	SB
Miguel Lopez Jr Inc	Pembroke Pines	8a, HUB, SB
Mike Navin LLC	Davie	
Modern Scapes of South FL, LLC	Southwest Ranches	
MVS Industries	Miami	DBE, SB
Nidiquar Services Llc	Miami	SB
Nova Link Construction	Miami	
Oyds Services Inc	Miami	SB
PackPlus Inc	Miami	DBE, SBE
Perfect Property Resources LLC	West Park	
Raidan Development, LLC	Miami	SB
RAS Construction	Miami	
Rausa Builders	Miami	SB
Recovery Right LLC DBA Gator Junk Removal	Miami	
Relyc Contractor Corp	Hialeah	
Roadway Trucking Inc.	Miami	SB
Rogue Response LLC	Delray Beach	SDVO
Royal Tree Service, Inc.	Cutler Bay	
Scionti Construction Group LLC	Boca Raton	SB
SDAC	Homestead	8a, HUB, SB, SDB, VO
SeoaneFJ Inc.	Miami	SB
South Coast Equipment LLC	Miami	
Tate Transport Corporation	Fort Lauderdale	
Team Ten Group Construction Corp	Miami Gardens	SB
The BG Group, LLC.	Delray Beach	WO
The Combined Group Corp	Miami	8a, SB, SDB
The Franklin Ray Group, Inc	Miami Lakes	SB
The MGT Group, Inc	Hollywood	
The Zenith Group Enterprises Corp	Pembroke Pines	SB, VO
Thomas Maintenance Service LLC	Miami	SB, WO
Toon Town Trash	Key Largo	SB
Top Notch Property Solution Of South Florida	Hollywood	
Torres Construction Group, Inc	Homestead	
Training And Supervision Of Brigades	Sunny Isles	WO
Tropical Disaster Disposal	Dania	SDB, VO
Tropical Gardens Center	Southwest Ranches	
Universal Partners Group	Miami	
VMAD, LLC	Miami	VO
Wastetech	Fort Lauderdale	WO
World Detail Specialists inc	Ft. Lauderdale	SB
Xtreme Land	Coral Springs	SB, WO
Zone Protection	Pompano Beach	



5.14 DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES X NO _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

[see the attached litigation summary](#)

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Doral.

Ceres Environmental Services, Inc.

Firm

Authorized Signature

6-14-2023

Date

Tia Laurie, Corporate Secretary

Print or Type Name and Title

LITIGATION SUMMARY

Ceres Environmental Services, Inc. has never been litigated against by any city, county, state or federal government agency, and Ceres has never litigated against a city, county, or state Government agency. Ceres has never filed for bankruptcy, has never been debarred, has never been defaulted and has never failed to complete a project.

Below is a list of Ceres' litigation, claims(s) or contract dispute(s) filed by or against the offeror in the past five (5) years related to debris removal services:

1. *Leyenda Fresh Farms, Inc. & Deleion Produce Sales, Inc. v Miami-Dade County, Arbor Tree and Land, Inc. Ceres Environmental, Inc. , CNC Management Group Inc., G7 Holdings Inc, RAS Investments Corp., SFM Landscape Services, LLC, and U.S. Sweeping, Inc. [PENDING]*

Filed on September 10, 2021, plaintiff Leyenda Fresh Farms, Inc. and Deleon Produce Sales, Inc. contend that their crops were ruined on the land they leased from Miami Dade County, FL by contractors hauling Hurricane Irma debris. The land belonged to Miami Dade County and they cancelled the lease with the plaintiff when they needed the land for a temporary debris site for the hurricane debris. All of the contractors and subcontractors that hauled to the debris site were brought into the case.

2. *Richard Vargas v.Ceres Environmental Services, Inc. dba Environmental & Demolition Services Group; The State of California Department of Resources, Recycling, & Recovery (CalRecycle) [PENDING]*

Filed on August 11, 2020, plaintiff Richard Vargas contends that he was diagnosed with sarcoidosis due to being a truck driver that hauled ash, debris, soil, metal, and concrete on Ceres CalRecycle project that cleaned up the City of Paradise fire in the summer of 2019. The plaintiff alleges he was in perfect health before working on this project. Ceres is currently defending themselves and CalRecycle in this lawsuit. The subcontractor Richard Vargas worked for was recently brought in the lawsuit as well.

3. *Edna Elizabeth Freeman and Godfrey Smith v. Ceres, Inc. and Matthew Ross; St. John, USVI [PENDING]*

Filed on or about November 18, 2019, plaintiffs Edna Elizabeth Freeman and Godfrey Smith contend that a three (3) bedroom one (1) bathroom house on their jointly owned property on St. John, U.S. Virgin Islands (USVI) was negligently demolished by a Ceres team working on the island following Hurricanes Irma and Maria. Plaintiffs further allege that they did not discover the loss for almost a year because they were unable to access the property until November 2017 due to the damage caused by the hurricanes. Ceres contends that contracted work performed by the company in the USVI did not include any private property work, and only included debris removal from public right of way. The subcontractor involved is defending this case.

4. *Canaan Davis v. Curtis Summers, Double D Hauling, LLC, J&D Construction Remodeling LLC, Pride Contracting, Inc., Ceres Environmental Services, Inc. [RESOLVED]*

Filed in April 17, 2019, plaintiff Cannan Davis was performing hurricane cleanup using Curtis Summers' 1998 Peterbilt 379 log truck and utility trailer after Hurricane Michael in Jackson County, FL. During the cleanup, Davis crawled underneath the trailer, to remove a traffic cone Summers had run over. Summers did not realize Davis was under the truck and drove over him with the trailer. Curtis Summers was a 4th Tier under Pride Contracting, J&D Construction Remodeling, and Double D Hauling. The complaint against Ceres is vicarious liability as the prime contractor.

5. *Linda Hoffman and Keith Hoffman v. Ceres Environmental Services, Inc.; Beaufort County, SC [RESOLVED]*

Filed on or about October 26, 2018, plaintiffs Linda Hoffman and Kenneth Hoffman contend that disaster recovery work being performed on or about November 6, 2016 by Ceres on Simms Street in Beaufort County with a front-loader caused damage to the plaintiffs' irrigation system and that Ceres is responsible for the costs of the repair totaling approximately \$2,100. This matter was settled on March 20, 2019 for \$1,613.00.



5.15 CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, Tia Laurie, on behalf of Ceres Environmental Services, Inc.
Print Name Company Name

certifies that Ceres Environmental Services, Inc. does not:
Company Name

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

A handwritten signature in blue ink, appearing to read "Tia Laurie", is written over a horizontal line.

Signature

Tia Laurie, Corporate Secretary

Title

6-14-2023

Date



5.16 BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] Ceres Environmental Services, Inc. certifies, to the best of his or her knowledge, that:

1. 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 an 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.
2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] Ceres Environmental Services, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Tia Laurie, Corporate Secretary

Name and Title of Contractor's Authorized Official

6-14-2023

Date



5.17 Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract <u> a </u> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. offer/application <u> a </u> b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <u> x </u> Prime _____ Subawardee Tier _____, if Known: Ceres Environmental Services, Inc. 6968 Professional Parkway Sarasota, FL 34240 Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: n/a Congressional District, if known:	
6. Federal Department/Agency: n/a	7. Federal Program Name/Description: n/a CFDA Number, if applicable: _____	
8. Federal Action Number, if known: n/a	9. Award Amount, if known: \$ n/a	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> n/a	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> n/a	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u> Tia Laurie </u> Print Name: Tia Laurie Title: Corporate Secretary Telephone No.: (800) 218-4424 Date: 6-14-2023	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

EXHIBIT “A”
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$2,000,000

Policy Aggregate (Per Project) \$2,000,000

Personal & Advertising Injury \$2,000,000

Products & Completed Operations \$2,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured

Primary Insurance Clause Endorsement

Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

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

Coverage / Endorsement Required

Employees are covered as insureds

City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 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.

Waiver of Subrogation in favor of City.

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. Umbrella should include Employer’s Liability.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors

comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida and 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 AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.

ACKNOWLEDGED:

I hereby acknowledge and confirm that upon approval of award, will take the necessary action to comply with the minimum insurance requirements as set forth within this solicitation. I accept that failure to comply at the time of contract execution may result in award being defaulted.



(Signature and Date) 6-14-2023

Tia Laurie, Corporate Secretary

Print Name:

This document must be completed and returned with your Submittal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2022

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 CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55402	CONTACT NAME: Jeffrey Whitworth	
	PHONE (A/C. No. Ext): 801-532-5976	FAX (A/C. No):
E-MAIL ADDRESS: jwhitworth@cspd.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : Westchester Fire Insurance Company		10030
INSURER C : Indian Harbor Insurance Company		36940
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1266905446 **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 <input checked="" type="checkbox"/> Contr Liab Per <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO183855303	9/1/2022	9/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP184004603	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phy Damage \$50,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			G46808848006	9/1/2022	9/1/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC183855403	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A C	Instl Filtr - Completed Value Prof Liab / Claims Made Contractors Pollution			CPP250784004 PEC005744402	9/1/2022 9/1/2022	9/1/2023 9/1/2023	Special Form Per Occ/Agg Limits: Retro date: 8/18/14 \$2,000,000 \$10,000,000 \$10,000,000

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

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the Insurance of the Additional Insured shall be Non-Contributory: Certificate Holder, Project Owner and Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract.

See Attached...

CERTIFICATE HOLDER PROOF OF COVERAGE XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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ADDITIONAL REMARKS SCHEDULE

AGENCY CSDZ, LLC		NAMED INSURED Ceres Environmental Services Inc. 6968 Professional Parkway E Sarasota, FL 34240	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

G SUPPLEMENTAL INFORMATION

G.1 Capabilities and Experience

Ceres Environmental Services, Inc. is one of the nation’s leading disaster recovery contractors, deploying from its disaster response facilities in California, Florida, Louisiana, Minnesota, Puerto Rico, Texas, the Virgin Islands and Christchurch, New Zealand. Since its founding in 1976, Ceres has been awarded over **\$2.5 billion in FEMA-funded disaster recovery projects** across the United States. While under contract for one billion dollars, Ceres was able to complete the work for about half that amount, saving hundreds of millions of dollars for the Government. The U.S. Army Corps of Engineers officially evaluated **Ceres’ overall performance during the Katrina cleanup as “Outstanding”, the highest rating available at that time.** Ceres was specifically noted for use of local contractors; quality, efficiency and swiftness of performance; and cooperation while managing a changing and evolving work scope for the single largest geographic area of operation post Katrina.

Since 1992, Ceres has been directly involved as a prime contractor in post-event recoveries from such major events as Hurricane Ian in 2022, Hurricane Ida in 2021, Hurricanes Delta, Hanna, Laura, Zeta and Sally, Iowa derechos and Spring Tornadoes in 2020; Hurricanes Florence and Michael and the California Camp Fire (Butte County) in 2018; Northern California Wildfires (Lake, Mendocino and Napa Counties) and Hurricanes Harvey, Irma and Maria in 2017; Hurricanes Hermine and Matthew in 2016; Winter Storms Cara and Goliath in 2015; Winter Storm Pax in 2014; Superstorm Sandy in 2012; the Oklahoma City and Alabama tornadoes, New Zealand earthquake, and flooding in North Dakota in 2011; earthquakes in Haiti in 2010; flooding in Iowa and Hurricane Ike in 2008; as well as Hurricanes Katrina (2005), Georges (1998), and Andrew (1992).



Ceres first began operations in 1976 in response to Dutch Elm disease. Since that time, Ceres has responded to hundreds of disaster events across the U.S., on remote island chains and even in different countries. In that time, Ceres has grown from a single company into a multinational family of companies and divisions that provide resources, support, and services to the Disaster Recovery Division. These business units currently employ a total of more than 400 trained and experienced core personnel; this core team is expanded to over 1,500 when necessary, during recovery response missions. Our team possesses competencies and capabilities in the following areas.

- *The Ground Up* – Houston-based green waste recycling company focusing on yard waste disposal, grinding and mulching operations.
- *Vesta Equity* – an investment company specializing in finance and real estate. Part of its mission is supplying financing for business operations and real estate ventures. Ceres uses our affiliated company Vesta as a financing resource, allowing Ceres to easily finance our activities. For example, during our 2018-19 storm response, Ceres utilized working capital of approximately \$100 million in several instances, including during California wildfire recovery work.
- *C.T.L. Forest Management, Inc.* – California forestry focused company that performs large-scale post-wildfire hazard tree removal programs in Oregon and California and conducts disaster mitigation, such as fuels reduction and fire hardening projects. Ceres/C.T.L. are the largest owner/operator of Sennebogens in the world. This specialty tree removal equipment utilizes a cutter head and elevated cab to limit tree personnel on the ground to remove hazardous trees.
- *Civil Works* – focused on large, horizontal construction projects such as levees, dikes, and other flood control works.
- *Equipment* – supports Disaster Response and Civil Works managing 1,804 pieces of equipment and 33 mechanics, as well as additional support personnel.

The companies fulfilled a long-term Corporate strategic goal of owner and President David McIntyre – to develop a suite of diversified, yet complementary and related businesses to support Disaster Recovery and

Response in any large and diverse disaster debris activation(s). Each business unit and division play a vital role in the overall company strategy and Ceres can draw on the strength and synergies of each company to ensure that the personnel, technology, equipment and finances required to successfully complete large-scale missions. This strategy allows Ceres to:

- Retain long-term employees between disaster recovery assignments
- Keep heavy equipment on-hand, at-the-ready and operational
- Provide financing to ensure that we can pay subcontractors promptly and purchase additional equipment necessary to self-perform

Advantages of Ceres

Feature	Benefit to City of Doral	
Solid Experience and Consistent Performance	Low Risk of Poor Performance	Exemplary performance on over 300 FEMA-funded Emergency Debris Management contracts with an awarded value of over \$2.5 billion dollars for various government agencies.
Rapid Disaster Response and Mobilization	Improved Safety and Rapid Completion	<p>In October 2018, Hurricane Michael ripped through Georgia leaving damage and destruction in its path, with the hardest hit areas in Southwest Georgia. As a result, Ceres was activated by the U.S. Army Corps of Engineers (USACE) to remove debris in 13 Southwest Georgia counties. We mobilized staff and some equipment prior to the formal Notice to Proceed (NTP).</p> <p>Ceres collected a total of 4.2 million cubic yards of debris in the first 90 days. At the mission's peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. Ceres received the highest possible quality rating for this work – Exceptional – based in part on our high production rates despite numerous scope changes and severe weather.</p>
Long, Varied History of Disaster Recovery Experience	Maximum FEMA Reimbursement	<p>Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement. Throughout Ceres' history, no client has been denied reimbursement for work Ceres has performed.</p> <p>Over the past fifteen years, all of Ceres' clients eligible for FEMA reimbursement have received the maximum amount for which their jurisdiction was eligible, typically between 75% and 100% based on FEMA regulations.</p>
Large Scale Experience and Multiple Event Response	Successful Task Completion	<p>In 2022, Ceres responded to 27 contract activations in Florida following the landfalls of Hurricanes Ian and Nicole. During this same time period, Ceres continued work on a waterway debris removal project in Livingston Parish, LA and a debris removal project resulting from wildfires in New Mexico.</p> <p>In 2021, Ceres successfully completed over 30 projects resulting from numerous disasters affecting the United States. This includes Hurricane Ida in Louisiana, Winter Storm Uri and Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado.</p> <p>In September of 2017, Ceres responded to 7 jurisdictions in Texas after Hurricane Harvey, and 35 jurisdictions in Florida and 2 jurisdictions in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation. Ceres received an Exceptional overall rating – the highest possible rating for the work performed in the Virgin Islands by the U.S. Army Corps of Engineers. In August of the same year, Ceres had already begun recovery work in seven jurisdictions in Texas following Hurricane Harvey.</p>

Feature	Benefit to City of Doral	
Large Number of Accredited Subcontractors	Faster Job Completion	Ceres' subcontractor database comprises 3,346 qualified individuals and companies certified to work in the U.S. These companies have more than 50,000 pieces of debris removal equipment immediately available for disaster recovery work.
Large Disaster Response Equipment Inventory	Faster Job Completion and Added Flexibility	Through contract with its wholly owned subsidiary, Ceres Environmental, Inc., Ceres has access to one of the largest inventories of disaster recovery equipment in the U.S. Ceres Environmental Inc.'s current inventory includes 1,804 pieces of equipment. Ceres typically self performs 10-15% of the work on a job.

Our mission is to serve units of Government with time-critical disaster recovery and heavy construction services. We have an enviable reputation for speedy deployment, excellent work, and experienced site management. After 47 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement.** An evaluation from the Department of the Navy is typical: *“perhaps the finest contractor I have worked with....”* Ceres always adheres to the highest standards of quality, integrity and safety.

The core competencies Ceres commits to every project are:

- Rapid Deployment
- Experienced Project Management
- Financial Stability
- Equipment, and
- Trusted Subcontractors

Rapid Deployment

Over the years, we have developed and refined our ability for rapid response mobilizations. Following Hurricane Ian in 2022, Ceres mobilized 13 knuckleboom crews and 3 bucket truck crews within 24 hours of Notice to Proceed to Hardee County, FL. This was one of the very first debris removal projects in the state to start after the hurricane.

Following Hurricane Matthew in 2016, Ceres mobilized staff and equipment to Beaufort County, SC within 24 hours of the Notice to Proceed. Originally, Ceres was under contract to provide 10 emergency debris clearance crews, but when the County's needs changed, we were able to quickly increase the number of crews to 24. That was the largest number of push crews we had provided in 10 years. We set a record again in 2018, when Ceres provided push crews to Jackson County, FL following Hurricane Michael. Ceres received a Notice to Proceed and mobilized over 150 emergency debris clearance crews within 72 hours. Given the severity of the storm, Ceres continued emergency debris clearance for over 100 hours after initial impact maintaining detailed time and materials logs to ensure reimbursement of all eligible costs for Jackson County.

Ceres uses local “teaming partners” as well as strategically placed owned equipment staging and multiple office locations across the country. **Ceres can provide significant equipment and staffing within 24 hours of storm subsidence.**

Experienced Project Management

For the past 5 years, the company has more than 200.0 full-time professional and managerial staff with disaster experience, many of whom hold degrees in areas such as: Business Administration, Structural and Civil Engineering, Forestry, Geology, Science and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; HAZWOPER certified; NIMS certified through FEMA's Emergency Management Institute; certified in first aid by the Red Cross; and completed OSHA's 40-hour safety training course. Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all U.S. states, Puerto Rico, Thule, Greenland, Ascension Island, Haiti and New Zealand. Ceres maintains a network of highly qualified professionals who work as needed during the high demand periods. **As the company swelled to meet the demand of multiple projects simultaneously, Ceres**



averaged over 600 employees during busy seasons for the past 5 years. This included project management personnel, quality control staff, equipment operators, mechanics project accounting employees, logistical support group, and most importantly, a dedicated safety team

Ceres' management has demonstrated its ability to respond to large-scale events. Following Hurricanes Ian and Nicole in 2022, Ceres received 27 contract activations across Florida. We successfully responded to all our clients. Two of these projects exceeded 2 million cubic yards of debris each.

From October 2018 to March 2019, Ceres was activated in 13 Southwest Georgia Counties for the U.S Army Corps of Engineers following Hurricane Michael. Ceres collected and hauled a total of 4,236,363 cubic yards of debris, with a maximum haul of 140,330 cubic yards in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontractors. Ceres received an **Exceptional** – the highest possible rating – for quality of service in the face of enormous challenges caused by an increase in the magnitude of project scope and extreme weather conditions.

Between December 2017 and June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires. During Hurricane Irma and Maria response, Ceres was closing out 8 projects in Texas, 37 projects in FL, and other projects in Louisiana, Georgia, Puerto Rico and the USVI. Throughout the performance period, Ceres did not have a single loss time accident while the other two (2) prime contractors were plagued by safety issues. This was achieved through effective project management by over 50 project managers of more than 2,500 trucks and hundreds of subcontractors.

In all of 2017, Ceres received more than 50 major contract activations from cities, counties, and the U.S. Army, including an ACI activation in the U.S. Virgin Islands (USVI) for debris removal and off-island debris disposal. For that work, Ceres received the highest possible evaluation – **Exceptional overall rating for its pre- and post-Hurricanes Irma and Maria responses.**

Shortly after Hurricanes Katrina and Rita in 2005, the U.S. Army Corps of Engineers (USACE) awarded Ceres a \$1 billion contract for disaster response, including loading, hauling, reducing, and disposing of debris and white goods; trimming and removal of hazardous trees; demolition of storm damaged buildings; collection of household garbage; environmental sampling and monitoring of disposal sites; and life support services. This contract covered 11 Louisiana Parishes and required the operation of 54 reduction/disposal sites. Ceres achieved a record-setting mobilization, hauling more than 45,000 cubic yards of debris in its first day on the job (from Jefferson Parish, LA). Ceres rapidly achieved large-scale capacity, reaching a maximum production of 194,584 cubic yards per day and eventually hauling, reducing, and disposing over 13.4 million cubic yards of debris, over 315,000 units of white goods, while trimming or removing over 165,000 hazardous trees.

Ceres has the resources and experience to handle multiple events and locations. In 2021, Ceres successfully completed numerous projects across 9 different states. This includes responses to Hurricane Ida in Louisiana, Winter Storm Uri in Texas and Oklahoma, Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado. Additionally, Ceres performed private property debris removal in Puerto Rico, waterway debris removal in Louisiana and assisted its Georgia clients with solid waste removal due to the Covid-19 related shortage of staff.

In 2018-2019, Ceres was activated by the U.S. Army Corps of Engineers in 13 counties located in southwest Georgia following Hurricane Michael, while also performing work for individual jurisdictions in Florida. In addition to this work, Ceres was still actively providing disaster recovery services throughout North and



Ceres collected over 2.4 million cubic yards of Hurricane Ian debris in the City of North Port, FL alone

South Carolina as a result of Hurricane Florence. In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina and North Carolina after Hurricane Matthew.

Following Winter Storm Cara in November 2015, Ceres responded to the Oklahoma Environmental Management Authority (OEMA) and began to mobilize staff and equipment within 24 hours of the Notice to Proceed, finishing the first pass in the first two days of operations. When Winter Storm Goliath hit Texas and Oklahoma just one month later in December, Ceres already had staff and equipment positioned to respond in Oklahoma. As more debris piled up following Goliath, Ceres extended its services to the City of Warr Acres, plus Canadian County and four other cities under the OEMA.

Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres performance on this project will be to the Client's utmost satisfaction.

Ceres' management has demonstrated its commitment to safe operations. In 2021, following Hurricane Ida, Ceres performed debris management and removal for much of Louisiana, including three zones in the City of New Orleans and the North and South Shore areas of Lake Pontchartrain. During this response, we had a total of 13 projects with self-performing crews and 75 subcontractors. Ceres worked 71,958 employee hours and incurred 1,706,789 truck miles while hauling 2,630,744 cubic yards of debris. **These projects saw zero recordable or lost time incidents.**

Ceres worked approximately **650,000 manhours without a single lost time injury** in Southwest Georgia in 2018-2019. Our use of equipment safety inspection stickers that were a part of the placarding process ensured that equipment was in good working order, and in total 1,628 vehicles were placarded. Ceres supervised an estimated 1,600 people on this job at its peak. Given the number of people and duration of the project, this is a strong demonstration of Ceres commitment to safety.

Safety is a key component of our company. We bring this emphasis to our debris management work as shown by four important awards. We were a 2015, 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses. In 2010, we received a Perfect Record Award for operating an entire year without occupational injury or illness and a Million Mile Club award for driving without a Preventable Incident.



In 2007, Ceres received the Million Work Hours award from the NSC. The award is for 1,000,000 work hours without occupational injury or illness involving days away from work during our Hurricane Katrina debris work.

Ceres' management has demonstrated its commitment to superior performance and customer satisfaction. In 2017-2019, Ceres worked in the U.S. Virgin Islands under the USACE contract. For that work, Ceres received **Exceptional** ratings for nearly all of the categories rated, meeting and exceeding contract requirements and achieving the highest ratings available for quality, customer satisfaction, management/personnel/labor, cost/financial management, and safety/security.

Following the devastation of two (2) separate landfalls by Hurricane Irma in Florida on September 10, 2017, all 67 counties and 412 incorporated municipalities in the State of Florida were declared Category A and Category B under the FEMA Public Assistance Program. During this time, Ceres was active in over 50 separate locations throughout the Southern United States. For Seminole County, FL, although Ceres was the secondary contractor, Ceres staff was engaged with the County staff prior to the storm and was activated in place of the primary contractor when they failed to participate in project kickoff procedures. Upon completion, Ceres had managed 786,619 cubic yards of debris, removing on average more than

9,000 cubic yards a day. We cut a total of 25,021 limbs, with a peak day count of 1,353 limbs on September 27.

When Winter Storm Pax struck the southeast in 2014, Ceres' pre-event debris management contract with Columbia County, GA was activated. Ceres responded immediately, mobilizing a work force capable of removing the more than 600,000 cubic yards of debris left behind by the late winter ice storm. During the project, Ceres not only provided the debris management necessary, but also assisted with FEMA documentation and provided zone maps of the County to keep the public informed. Columbia County, at the end of the project, said of Ceres, "From the first day to the last day of our project, they performed their work in an admirable and cooperative manner."

During 2005, Ceres' pre disaster event contracts with Terrebonne Parish, LA and Palm Beach Gardens, FL were activated in response to Hurricanes Katrina and Wilma. Ceres had management staff on the ground before either hurricane made landfall. Katrina and Rita work in other places already had Ceres fully mobilized and in the midst of moving millions of cubic yards of debris and installing thousands of temporary roofs in Mississippi and Florida. Nevertheless, the City of Palm Beach Gardens received such a high level of service that they evaluated Ceres' performance as "Exceptional."

Ceres' management has demonstrated a high level of capability and adaptability. In 2021, following Hurricane Ida in Louisiana, contractors faced shortages of fuel for vehicles and recovery equipment, electrical power outages, and unavailability of rental vehicles and lodging. Ceres promptly adapted to the scarcity of these resources by transporting bulk fuel from outside the affected area and staging onsite for use by company-owned and subcontractor-owned equipment; transporting and utilizing camper trailers for lodging project management and equipment operators; positioning company-owned generators to the Parish; and securing rental vehicles outside the affected area.

In 2018, when subcontractors became increasingly scarce for Hurricane Florence recovery in North Carolina after Hurricane Michael struck the Southeast U.S. in October of that same year. Ceres used its own equipment and personnel to fulfill all of our client commitments without an interruption in service, unlike many other prime contractors, despite extreme weather conditions that caused significant delays.

Ceres was active in Livingston Parish, LA in early 2017 following damages sustained by summer flooding in 2016. Ceres removed and disposed of approximately 1.35 million cubic yards of debris, including 400,000 pounds of putrid food and 20,000 units of white goods. In the middle of clean up, Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres extended its services to respond to the needs of more than 20 other jurisdictions while fulfilling all contractual obligations in the Parish. In the words of the Director of Parish Homeland Security, "[Ceres] showed extreme reliability and dedication in the midst of chaos... Organized and diligent, their team quickly adapted to meet our needs."

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321. Ceres personnel are also familiar with the Public Assistance Program and Policy Guide, as well as 2 CFR Part 200 Procurement Standards.

Financial Stability

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts **in excess of \$2 BIL** per single project. With liquid working capital and additional credit lines in excess of \$200M available, a lack of financial resources is never an obstacle for Ceres. The company is able to perform work with its own funds and the timing of payments from customers is a non-issue for the corporation. As an example, in 2017, Ceres was activated simultaneously in 35 jurisdictions throughout the state of Florida, while still completing work in Texas, starting, and sustaining projects in both U.S. Virgin Islands and Puerto Rico. Despite the heavy workload and wide variety in project schedules and invoice payments, Ceres was able to maintain a steady pace in all of the recovery projects by ensuring that personnel were provided for, equipment was maintained, and subcontractors received prompt payments. At one point, Accounts Receivable exceed \$105M, and Ceres never had a work stoppage on any project.

Equipment

Ceres and its family of companies own 1,804 pieces of disaster response equipment. Ceres invests heavily in owned equipment because it assures rapid response times and provides additional flexibility as well as direct management control.

Because of its extensive fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors.

Following the 2017 storm season, Ceres purchased additional equipment, including self-loading knuckle boom trucks, additional grinders, excavators, and other support equipment. This allowed Ceres to continue to operate projects in the U.S. Virgin Islands and Puerto Rico and respond to Hurricane Florence and Hurricane Michael in 2018.



Much like recovery projects in 2016 and 2017, a large C&D event and a vegetative event occurred in 2018 in North and South Carolina. Subcontracted trucks left many projects in North Carolina, and other primes struggled to close out. Ceres applied the strategy used in 2017 and, buoyed by the purchase of additional equipment, Ceres self-performed the closeout of many North Carolina and South Carolina projects.

Ceres has taken numerous steps to mitigate any recurrence of the equipment shortages that have plagued the disaster industry in recent years. We are confident in our ability to rapidly mobilize the magnitude of equipment and personnel necessary to manage the largest projects and we have demonstrated our ability to manage more than 50 government projects totaling approximately \$250M concurrently, providing a dedicated Project Manager for each individual project.

Ceres has access to all the life support equipment needed for supporting its own personnel including mobile living quarters, food supply, large potable water supply tanks, and large septic storage systems. These systems have saved valuable management time in responses to such higher category storms as Katrina. Ceres also has available life support systems for project-wide support and Government personnel. In Ceres' Jefferson Parish, LA response following Katrina, for example, Ceres provided total life support for more than 400 people, and subcontractor fueling services for enough equipment to move 70,000 CY of debris per day.

Ceres owns four self-contained office trailers including satellite internet connections and satellite phones as well as additional loaner satellite cell phones for the customers' management teams. Ceres regularly supplies rental satellite phone service to its clients.

Trusted Subcontractors

Ceres maintains one of the industry's largest networks of pre-screened and fully qualified subcontractors, including local vendors and preferred vendors. Our subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost. Ceres knows that a big part of local recovery is economic, so Ceres always strives to employ qualified local labor. The subcontractors are also grouped in Response Regions based on distance from City of Doral's service area in order to facilitate contacts if and when pre-event mobilization plans are activated.

It is Ceres' formal policy to utilize local subcontract services in the performance of the proposed contract to the maximum extent possible. In the emergency disaster response and recovery activities carried out under the contract, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. Ceres recognizes the advantages obtainable by utilizing other responsible and experienced firms capable of furnishing specialty services and products of high quality, but first priority will be given to those subcontractors who are from the area or regularly do business there. During Ceres' Army Corps contracted disaster relief response in the state of Louisiana following Hurricane Katrina, local contractors received 55.9% of the total dollars paid to Ceres.

In accordance with Ceres Corporate policies, it is our practice to use Local and other Small Businesses (SB) and also HUBZone, Veteran-Owned (VO), Service-Disabled Veteran-Owned (SDVO), Small

Disadvantaged (SDB), Women-Owned (WOSB), Historically Black Colleges and Universities (HBCU), and Minority Institutions (MI) for the provision of equipment, labor, services, and supplies to the maximum extent possible. In our most recent reporting on our federal contracts, we exceeded our goals in each of the applicable categories. This report shows that Ceres paid Small Business Concerns 75.6% of the total dollars, with 12.0% going to SDBs, 13% to WOSBs, 3.3% to HUBZone SBs, 11% to VOs, and 9.5% to SDVOs.

While Ceres' database of screened and qualified subcontractors consists of 3,346 firms from all across the country, Ceres intends to draw from a more select list of regionally based subcontractors to provide the highest level of performance, including rapid mobilization. Other firms that have shown exemplary performance standards in previous disaster recovery efforts are included in this list.

In Ceres' subcontractor registration process, all potential firms are required to demonstrate their knowledge of the disaster recovery process, including safety, knowledge of FEMA related topics, eligible debris, etc. After careful scrutiny, the firms that meet Ceres' rigorous standards are added to the list of preferred subcontractors. Additionally, after each disaster recovery project, Ceres managers go through a complete performance evaluation of each subcontractor that worked on the project.

All subcontractors have been screened through the Excluded Parties List System and only those shown to have no history on the list will be chosen for this project.

FEMA Knowledge

Ceres has more than 30 years of successful FEMA-reimbursed disaster work. Ceres' management staff has a long tenure with strong expertise in FEMA requirements for documentation, eligibility, general rules compliance, and methodologies.

Ceres augments staff FEMA experience with certified FEMA training classes for its general management. Project Managers and Project Superintendents are required to take a number of ICS courses through the FEMA's online Emergency Management Institute (EMI) to better understand NIMS structure and review debris eligibility. Ceres has also retained the former State Response and Recovery Directors, U.S. Army Corps of Engineers Subject Matter Experts, and the former U.S. Army Corps of Engineers Disaster Program Manager (also, co-author of the now superseded FEMA 325 Debris Management Guide). Our personnel are deeply experienced in FEMA's Public Assistance Program, and we continually train managers down to field staff in FEMA eligibility requirements.

Ceres has assisted numerous clients during the post-disaster reimbursement application process, and our clients have never been denied reimbursement for our work. For example, two years after one project was completed, FEMA conducted an audit of one City during which the City was unable to provide complete truck certification logs. FEMA indicated that due to the missing truck documentation, they intended to deobligate over \$1,000,000 from the City. When the City notified Ceres about this matter, Ceres was able to provide the missing information from its well-organized records; the City subsequently received all of its eligible reimbursement without any deobligation.

Community Relations

One of Ceres' most important support functions in the event of a natural disaster is to help Doral officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

Toll Free Hotline and E-Mail Management

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll-free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently displayed on all Ceres equipment working the clean-up area. Ceres monitors call and e-mail volume and establishes additional toll-free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

Call center staff keep a log of incoming calls and e-mails, recording the address of the reported incident, resident's name, reported complaint, date and time of reported incident, and the truck number (if applicable). This group compiles incoming resident communications and organizes them into date/time of receipt and response priorities. Ceres sorts through messages to identify time-sensitive incidents such as

broken water lines that need immediate attention. Each incident is investigated, and ultimately, we locate the responsible crew if fault is found. Reports from this database will be accessible daily or weekly and can be disbursed to Doral officials accordingly.

Public Information Campaigns

Having been in business for 47 years and completed more than over 300 disaster contracts, Ceres has participated in and developed a number of public information campaigns. Within the Ceres repository, we maintain debris separation diagrams and videos translated into multiple languages, radio advisories, door hangers, mailbox flyers and various other forms of media. The idea is the City and Ceres must retrain residents to put out disaster debris, given that the residents are accustomed to placing trash out on a certain day of the week. The more we can educate the residents across multiple media types and reinforce the messaging, the faster Ceres can remove debris from the public ROW.

Client Satisfaction-Oriented

Ceres is in business to serve governmental agencies. We recognize that providing customer satisfaction is critical to our success. Our satisfied customers and the commendation letters and evaluations quoted below speak for themselves.

[Ceres] showed extreme reliability and dedication in the midst of chaos... Ceres Environmental has my highest recommendation.

James A. (Jimmie) Stephens, County Commissioner, Jefferson County, Alabama

I would like to officially express my gratitude and admiration for your leadership and expediency of action in providing the Corps of Engineers with logistical and operational support. I feel confident that with leaders like you the Corps of Engineers and the State of Louisiana will have little difficulty in continuing to succeed in the recovery mission.

Wesley Todd, Mission Manager, U.S. Army Corps of Engineers

My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.

Alberto Zamora, Sanitation Division Director, City of Miami Beach, FL

...I would like to thank Ceres and all of its personnel for the services that you provided during this most trying of times. I thought that you and your staff handled yourselves in a most professional manner and it was a pleasure working with you.

Don Brandon, P.E, County Engineer, Chambers County, Texas

Perhaps the finest contractor we've worked with.

Department of the Navy, Naval Facilities Engineering Command, El Centro CA.

While many out of state contractors used this opportunity to take advantage of the situation, your organization rose above the rest with superior customer service...

James A. Randolph, Asst. to the Town Manager, Town of Windsor, VA

As communities seek to incorporate the benefit of a defined and organized emergency debris haul contract, we would promote and recommend that Ceres Environmental be at the forefront of consideration. The company is committed to purpose, responsive to action, and sets the standard of industry excellence.

Joe Mercurio, Project Manager, Emergency Management, City of Port St. Lucie, FL

Ceres has given us exemplary service. They have been responsive to the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner....I have been most impressed by their thoroughness and flexibility.

Donald M. Long, Director of Public Works, County of Isle of Wight, VA

Ceres did an excellent job in the coordination and the removal of tree damage that occurred.... I would highly recommend them for any future cleanup because of the proficiency and timely manner in which they operated.

Tim Stevens, Superintendent of State Highways, Kentucky State Highway Department

G.2 Past Projects

Ceres Environmental Services, Inc. has been working actively in the disaster recovery business since our founding in 1976, completing over 300 FEMA-reimbursed projects. Below is a selection of our past performance within the past 5 years; additional details on our past performance are available upon request.

Owner & Location	Title of Work	Value	CY	Time Period	Description
Austin, TX	Debris Removal Services	\$2,895,125	235,346	February -March 2023	Removal of Debris Following Winter Storm Maria
Arcadia, FL	Emergency Debris Removal and Disposal Services	\$1,400,512	97,379	September 2022 – November 2022	Removal of Debris Following Hurricane Ian
Bradenton, FL	Disaster Debris Collection Services	\$588,862	34,738	September – November 2022	Removal of Debris Following Hurricane Ian
Cape Coral, FL	Emergency Disaster Assistance and Debris Removal	\$64,888,996	2,707,047	September 2022 – May 2023	Removal of Debris Following Hurricane Ian
Deltona, FL	Emergency Debris Removal Services	\$1,735,331	142,427	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Collier County	Emergency Debris Removal Operations	\$18,486	440 trees 240 CY	December 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Hendry County	Emergency Debris Removal Operations	\$17,259	1,218	January 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Lee County	Emergency Debris Removal Operations	\$820,572	45,262	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Manatee County	Emergency Debris Removal Operations	\$935,156	45,768	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Sarasota County	Emergency Debris Removal Operations	\$1,346,299	67,002	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
Hardee County, FL	Debris Management	\$2,712,465	170,673	September 2022 – November 2022	Removal of Debris Following Hurricane Ian
Holmes Beach, FL	Debris Removal Services	\$168,790	8,481	October – November 2022	Removal of Debris Following Hurricane Ian
Indian River County, FL	Disaster Debris Removal and Disposal	\$138,002	9,952	October – November 2022	Removal of Debris Following Hurricane Ian
Longwood, FL	Disaster Debris Removal Services	\$236,358	14,485	October 2022 – November 2022	Removal of Debris Following Hurricane Ian
Manatee County, FL	Debris Management Services and Emergency Response Management and Recovery Services	\$2,091,469	136,011	October 2022 – December 2022	Removal of Debris Following Hurricane Ian
Melbourne, FL	Disaster Debris Removal Services	\$232,153	25,852	October 2022 – November 2022	Removal of Debris Following Hurricane Ian

Owner & Location	Title of Work	Value	CY	Time Period	Description
Mt. Dora, FL	Emergency Debris Hauling and Disposal	\$77,132	8,774	September – October 2022	Removal of Debris Following Hurricane Ian
North Port, FL	Disaster Debris Clearance and Removal Services	\$42,031,396	2,446,843	October 2022 – March 2023	Removal of Debris Following Hurricane Ian
Palmetto, FL	Emergency Response Debris Removal Services	\$309,118	26,293	October 2022 – November 2022	Removal of Debris Following Hurricane Ian
Sarasota County, FL	Disaster Debris Collection, Reduction and Disposal	\$623,932	54,499	September 2022 – January 2023	Removal of Debris Following Hurricane Ian
Sarasota, FL (City of)	Disaster Recovery Services	\$2,405,850	114,340	October 2022 - Current	Removal of Debris Following Hurricane Ian
Sebastian, FL	Disaster Debris Removal and Disposal	\$28,353	3,161	October 2022	Removal of Debris Following Hurricane Ian
Seminole County, FL	Disaster Debris Hauling	\$2,573,750	182,533	October 2022 – January 2023	Removal of Debris Following Hurricane Ian
Wellington, FL	Disaster Recovery Services	\$39,052	3,387	October 2022	Removal of Debris Following Hurricane Ian
Winter Park, FL	Emergency Debris Management Services	\$270,711	19,822	October – November 2022	Removal of Debris Following Hurricane Ian
City of Cedar Rapids, IA	Drainageway Derecho Cleanup	\$781,869.60	52 Acres	March – June 2022	Removal of debris and cleaning of drainageway
City of Cedar Rapids, IA	Drainageway Derecho Cleanup	\$518,591.40	42 Acres	March – June 2022	Debris Clearance and Removal Services
St. Helena Parish Police Jury, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	\$5,036,779	349,389	September 2021 – April 2022	Removal and disposal of debris following Hurricane Ida
Kenner, LA	Post-Disaster Debris Collection, Processing and Disposal Services	\$5,015,066	239,906	September - December 2021	Removal and disposal of debris following Hurricane Ida
East Feliciana Parish, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	\$1,123,044	32,252	September - December 2021	Removal and disposal of debris following Hurricane Ida
Mandeville, LA	Emergency Debris Removal and Disposal	\$5,576,418	306,702	September-December 2021	Removal and disposal of debris following Hurricane Ida
Covington, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	\$3,550,181	157,712	September - December 2021	Removal and disposal of debris following Hurricane Ida
Westwego, LA	Emergency Debris Removal	\$298,695	18,787	September – December 2021	Removal and disposal of debris following Hurricane Ida

Owner & Location	Title of Work	Value	CY	Time Period	Description
Denham Springs, LA	Disaster Debris Management and Disposal Services	\$984,710	70,589	September-November 2021	Removal and disposal of debris following Hurricane Ida
Gonzales, LA	Disaster Debris Removal	\$1,493,917	106,041	September - October 2021	Removal and disposal of debris following Hurricane Ida
New Orleans, LA (Zone 1)	Debris Collection, Removal, Processing, and Disposal	\$2,635,055	112,085	September- January 2022	Removal and disposal of debris following Hurricane Ida
New Orleans, LA (Zone 2)	Debris Collection, Removal, Processing, and Disposal	\$2,149,393	72,289	September- January 2022	Removal and disposal of debris following Hurricane Ida
New Orleans, LA (Zone 3)	Debris Collection, Removal, Processing, and Disposal	\$2,436,468	97,421	September- January 2022	Removal and disposal of debris following Hurricane Ida
Richwood, TX	Debris Removal and Disposal Services	\$140,461	11,437	September-October 2021	Removal and disposal of debris in response to Tropical Storm Nicholas
Thibodaux, LA	Disaster Debris Management Services	\$1,653,961	105,691	August – November 2021	Removal and disposal of debris following Hurricane Ida
Livingston Parish, LA	Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance	\$23,019,328	1,322,210	August 2021 – January 2022	Removal and disposal of debris following Hurricane Ida
Macon-Bibb County, GA	Waste Disposal Services	\$665,027.95	2,304 tons	July – September 2021	Mixed debris removal
Vermilion Parish, LA	Non-Storm Related Debris Removal	\$32,130	1,640	July 2021	Non-emergency yard waste collection
Larimer County, CO	Cameron Peak Fire 2020 - Debris Management Services	\$3,860,431	14,207 trees	May-July 2021	Hazard tree removal steep slope tree removal, and tree grinding following Cameron Peak Fire in Colorado
Harris County, TX	Emergency Services for Debris Clearing, Removal, Disposal & Operations of TDSRS	\$398,476	Hourly + 3,932 CY	March – April 2021	Removal and disposal of debris in response to Winter Storm Uri.
City of Sarasota, FL	Disaster Recovery Services – Red Tide Clean Up	\$51,317	Hourly	August 2021	Manual and mechanical beach and shoreline raking for red tide debris removal
Linn County, IA	Derecho Storm Debris Removal from Waterways	\$89,353	3,284	June-August 2021	Removal of waterway debris following the 2020 Derecho in Iowa
Sabine River Authority, LA	Disaster Debris Management and Other Ancillary Services Agreement	\$5,560,812	119,572	February-May 2021	Removal of Hurricane Laura debris from levee systems
Pearland, TX	Debris Management Services	\$43,695.90	2,210	February-March 2021	Debris removal and disposal services as a result of Winter Storm Uri.
Nacogdoches, TX	Post Disaster Debris Collection, Processing, and Disposal Services	\$243,582.77	Hourly	March – April 2021	Removal and disposal of debris generated by Winter Storm Uri.

Owner & Location	Title of Work	Value	CY	Time Period	Description
Oregon Department of Transportation (ODOT)	Hazard Tree Removal Services	\$36,294,618	22,311 trees	February 2021 – April 2022	Hazard Tree Removal in 3 Operational Branches: Branch 1: Archie Creek Fire, Douglas County, Branch 5: Thielson Fire, Douglas County and Branch 6: Two Four Two Fire, Klamath County.
Oklahoma Emergency Management Agency (OEMA)	Emergency Debris Removal	\$328,957	219,304	January 2021	Ice Storm Debris Grinding
Calumet, OK	Emergency Debris Removal Services	\$99,755.70	9,509.60	December 2020	Ice storm debris removal within the City limits of Calumet.
Oklahoma City, OK	Emergency City Street Access Tree and Debris Removal	\$487,300.00	5000 Tons	December 2020 - Current	Removal and disposal of vegetative debris generated by the 2020 ice storm.
Piedmont, OK	Emergency Debris Removal Services	\$453,242.22	40,573.70	November - December 2020	Vegetative debris removal as a result of the 2020 ice storm.
New Orleans, LA (Zone 1)	Disaster Street – Clearing and Debris Collection, Removal, Processing and Disposal	\$884,403.50	42,742	November - December 2020	Debris removal, processing, and disposal as a result of Hurricane Zeta.
New Orleans, LA (Zone 3)	Disaster Street – Clearing and Debris Collection, Removal, Processing and Disposal	\$534,109.88	20,244	November - December 2020	Debris removal, processing, and disposal as a result of Hurricane Zeta.
Kingfisher, OK	Emergency Debris Removal Services	\$377,799.11	46,241.50	November - December 2020	Ice storm debris removal within the City limits of Kingfisher.
El Reno, OK	Emergency Debris Removal Services	\$1,381,052.01	98,408.50	November - December 2020	Vegetative debris removal as a result of the 2020 ice storm.
Lafourche Parish, LA	Debris Removal & Recovery Services	\$773,850.27	57,130	November 2020 - January 2021	Removal, reduction and disposal of debris generated by Hurricane Zeta.
Atlanta, GA (Dept. of Forestry)	Emergency On-Call Services for Debris Removal	\$551,188.34	Hourly	October - November 2020	Bulk waste removal for the Department of Forestry as a result of reduced staff due to COVID-19.
Nederland, TX	Debris Removal Services	\$296,976.60	36,155.87	October - November 2020	Debris removal as a result of Hurricane Delta.
Scott, LA	Debris Removal and Disposal Services	\$370,425.99	16,099.15	October - November 2020	Removal and disposal of debris generated from Hurricane Delta.
St. Martin Parish, LA	Pre-Positioned Disaster Debris Removal Contract	\$587,092.19	30,600.80	October - November 2020	Debris removal, reduction and disposal as a result of Hurricane Delta.
Allen Parish, LA	Debris Removal and Disposal Service	\$8,526,706.44	550,846.00	September - December 2020	Collection and disposal of debris generated from Hurricane Laura.

Owner & Location	Title of Work	Value	CY	Time Period	Description
Escambia County School Board, FL	Tree Debris Removal	\$793,494.35	5,732.70	September - October 2020	Debris removal and disposal as a result of Hurricane Sally.
Santa Rosa County, FL	Disaster Debris Removal Services	\$9,394,981.31	595746	September 2020 – Feb 2021	Collection, reduction and disposal of debris generated from Hurricane Sally.
Vermilion Parish, LA	Pre-Positioned Disaster Debris Removal Contract	\$4,905,458.09	265,883.85	September 2020 - January 2021	Hurricane Laura debris removal and disposal.
Linn County, IA	Debris Clearance and Removal Services (Pre-Event Contract)	\$9,476,677	681,998	September 2020 - January 2021	Removal and disposal of debris resulting from August derecho.
Macon-Bibb County, GA	EMA Debris Removal Services	\$260,650.95	903 Tons	August - September 2020	Collection and disposal of furniture, appliances, and other approved waste materials as a result of reduced staff due to COVID-19.
Pharr, TX	Catastrophic Event Debris Removal Contract	\$254,362.26	29,995.55	August – September 2020	Hurricane Hanna debris collection, reduction, and disposal.
Linn County, IA	Debris Clearance and Removal Services (30-day Post-Event Contract)	\$6,662,897.33	479,167.52	August - September 2020	Removal and disposal of debris resulting from August derecho.
Hidalgo County, TX	Debris Removal and Disposal Services	\$1,489,567.28	187,135.05	August - September 2020	Hurricane Hanna debris collection and disposal.
Cameron Parish, LA	Debris Clearance and Removal Services	\$28,880,677	1,151,059	August 2020 – May 2021	Removal, reduction, and disposal of debris generated from Hurricane Laura and Hurricane Delta.
Atlanta, GA DPW	Emergency Debris, Trash and Recyclables Pick-Up Services	\$1,570,547.12	5,063.4 Tons	August 2020 – January 2021	Bulk waste removal for the Public Works Department as a result of reduced staff due to COVID-19.
City of Edinburg, TX	Disaster Debris Removal and Recovery Services	\$931,991.86	109,904.70	August – September 2020	Debris removal and disposal as a result of Hurricane Hanna.
Santa Rosa County, FL	Disaster Debris Removal Services	\$618,321.55	47,518	May – June 2020	Debris removal and disposal as a result of severe weather in April 2020.
Jones County, MS	Tornado Debris Removal and Disposal Services	\$3,273,295.10	240,056.40	May – August 2020	Collection, reduction by air curtain incineration, and disposal of tornado generated debris.
Hamilton County, TN	Emergency Debris Collection and Disposal Services	\$5,369,509.79	409,504.30	April – June 2020	Tornado debris collection, reduction, and disposal.
Livingston Parish, LA	Vegetative Debris Removal from Parish Waterways	\$35,945,163.56	1,899,448 Linear Feet	May 2019 – Present	Removal of waterway debris as part of the NRCS funded Emergency Watershed Protection Project

Owner & Location	Title of Work	Value	CY	Time Period	Description
CalRecycle	Fire Debris Removal and Recovery Services for the Camp Fire in Butte County	\$246,156,950	768,458.69 tons; 3083 ROEs	January 2019 – May 2020	Wildfire Structure and Debris removal in Butte County, CA Camp Fire
U.S Army Corps of Engineers; Southwest GA, multiple counties	W912P814D0020 (ACI) Debris Management: Hurricane Michael Debris Removal	\$134,159,610	4,271,053	October 2018 – March 2019	Removal of debris and hauling following Hurricane Michael within 13 Southwest Georgia Counties.
U.S. Army Corps of Engineers; Sacramento, CA	Debris Removal and Processing for Lake, Mendocino, and Napa Counties, CA	\$37,652,633.00	84,000 tons	January 2018- June 2018	Wildfire Structure and Debris Removal, Reduction, Hauling and Disposal in Lake, Mendocino, and Napa Counties, California
USACE – Virgin Islands	W912P8-14-D- 0020, Debris Management	\$55,448,300.75	1,029,505	October 2017 – May 2019	Removal and reduction of debris resulting from Hurricanes Irma and Maria; site management and restoration
City of Albany, GA	Debris Removal and Disposal Services	\$4,541,937.19	340,779	February-May 2019	Removal of debris resulting from Hurricane Michael
Dougherty County GA	Debris Removal and Disposal Services	\$1,664,063.35	41,879	February-May 2019	Removal of debris resulting from Hurricane Michael
Miller County, GA	Debris Removal and Disposal Services	\$89,394.77	5,203	March 2019	Removal of debris resulting from Hurricane Michael
FDOT – District 3	Debris Removal and Disposal Services	\$49,589,902.77	3,358,266	October 2018 - May 2019	Removal of debris resulting from Hurricane Michael in Jackson and Washington Counties
Livingston Parish, LA	Vegetative Debris Removal from Parish Waterways	\$3,541,160.00	277,626 Linear Feet	May – November 2018	The project was aimed at reducing flooding and improving navigation along the Tickfaw River, Natalbany River and West Colyell Creek.
City of Albany, GA	Disaster Debris Clearance and Removal Services	\$2,270,136.69	490,310	October 2018	Removal of debris resulting from Hurricane Michael
Dougherty County, GA	Disaster Debris Clearance and Removal Services	\$1,368,389.28	267,998	October 2018	Removal of debris resulting from Hurricane Michael
Leon County, FL	Debris Removal and Disposal Services	\$2,362,596.05	97,878	October - November 2018	Removal of debris resulting from Hurricane Michael
Tallahassee, FL	Disaster Debris Clearance and Removal Services	\$1,671,607.86	64,000	October – November 2018	Debris removal (including tree and limb removal) and temporary debris staging and reduction site management following Hurricane Michael.
Florida A&M University (FAMU)	Disaster Debris Clearance and Removal Services	\$14,216.42	1,150	October 2018	Removal of debris resulting from Hurricane Michael

Owner & Location	Title of Work	Value	CY	Time Period	Description
Jackson County, FL	Disaster Debris Clearance and Removal Services	\$2,622,134.88	38,246	October 2018 – December 2019	Emergency debris road clearance, debris removal, staging and reduction following Hurricane Michael.
NC Dept of Agriculture	RFQ#: 10-RFQ-007994 Carbon Source Material Delivery	\$4,543,359.47	143,189	September – December 2018	Mulch hauling for animal remains cleanup following Hurricane Florence.
Town of St James, NC	Disaster Debris Removal Services	\$471,415.00	58,849	September – October 2018	Removal of debris from Hurricane Florence.
Atlantic Beach (Town) -Co-op w/ HSCWA	Disaster Debris Removal Services	\$916.87	7.65 Tons	October – November 2018	Removal of debris from Hurricane Florence.
Lenoir County, NC	Disaster Debris Removal Services	\$715,958.68	34,662	September – November 2018	Removal of debris from Hurricane Florence.
University of North Carolina	Disaster Debris Removal Services	\$215,879.26	19,933	October 2018	Removal of debris from Hurricane Florence.
Horry County, SC	Disaster Debris Removal Services	\$372,955.98	4,181	October – November 2018	Removal of debris from Hurricane Florence.
NC Department of Transportation Division 2- Jones CO	Disaster Debris Removal Services	\$509,103.88	3,479	October 2018 – January 2019	Removal of debris from Hurricane Florence.
City of Olathe, KS	Debris Removal and Disposal Services	\$129,286.77		January 2019 – February 2019	Debris removal as a result of the January 2019 snowstorm.
Indian River County, FL	Red Tide Cleanup	\$116,710.00	160,000 pounds of marine debris	October 2018	Red Tide cleanup along over 22 miles of shoreline.
Brookfield, CT	Disaster Debris Collection, Hauling, Grinding, Site Management and Disposal	\$1,006,164.66	Haul: 47,396 Grinding: 61,594	June – July 2018	Collection, hauling, grinding, site management and disposal of debris generated by a Macrobust Storm event in May of 2018.
DTOP Central and South Regions	Contract No 2018-000-175 and Contract No. Contract No 2018-000-176, Debris Removal, Hauling, Consolidation, Processing and Disposal Services (Hurricane Maria)	\$39,789,170.25	Haul: 310,052 Grinding: 301,900	December 2017-November 2020	Removal, processing and disposal of hurricane generated debris from state roads following Hurricane Maria, as well as grinding and mulch haul-out. Includes vegetative debris, trees, C&D debris.

G.3 Approach to the Project





The following is a general discussion of Ceres Environmental Services, Inc.’s technical approach and understanding of the scope of work. It includes a timetable for response and recovery based on past Ceres experience and our standing disaster response plans. The overall plan for contract execution is described in detail in a section below titled “Contract Performance Phases”. Finally, we present seven scenarios based on different disaster events that may impact your jurisdiction in order to illustrate our response to increasingly severe storms.

Our Response to You

Our record demonstrates that we stand ready to perform tasks of any size. In order to keep that record intact our preplanning is already underway for Doral. As part of its response, Ceres has identified our office in Sarasota, Florida as a mobilization headquarters. Ceres’ mobilization planning and localized subcontracting efforts are implemented to minimize lead times during an event and to keep subcontracting dollars local. Our approach to subcontracting is to work from the inside out. This means we are implementing pre-storm agreements with local resources first, to use them first. When the project expands or the need arises, Ceres adds other resources that are also under contract to us.

Project Timeline

The following describes the typical workflow between Ceres and Doral once a contract award has been received until FEMA reimbursement.

Projected Storm Preparation and Response Table		
Today	We are at work at Ceres so that we can respond rapidly and successfully to an event in Doral. We are zone mapping, doing localized resourcing, and negotiating subcontractor agreements. Ceres has letters of intent from local subcontractors and is pursuing additional pre-arranged agreements with more local subcontractors and vendors. Being proactive in our pre-event planning allows us to give maximum attention to Doral when the day comes for a disaster response.	
Contract Award	Upon contract award and at the City’s request, we schedule a personal visit by a Ceres Project Manager. The purpose of this visit is the personal introduction of the key members of each party’s team, discussion of the planning, training, and disaster response preparedness needs of the City. During an event, a Project Manager will be assigned only to Doral and will be available to the City 24 hours per day, 7 days per week.	
Planning and Training	If included in the contract, Ceres will provide training to designated City personnel as agreed. The company also continues its Pre-Event planning as it reviews local subcontracts, makes plan changes as necessary and keeps an eye on the weather. Typically, Ceres monitors the National Weather Service forecasts and several subscription services to keep us aware of tropical storms and hurricanes.	
Pre-Storm Mobilization	When a storm in your area is imminent, Ceres acts quickly so that road clearance and debris removal operations can begin as soon as the storm subsides. At your request, if conditions permit, your Ceres Project Manager, or other Ceres professional, will join Doral personnel in the EOC and help prepare for storm impact and recovery. Debris removal crews will be pre-staged 24 hours prior to the commencement of an event to be able to perform the first push.	

Landfall	Once the immediate threats are past, the on-site Project Manager will work directly with City officials as we begin our disaster response efforts. Our pre-arranged subcontractors will begin readying equipment for registration.	
Cut and Push	The Ceres Project Manager will ensure that City needs are being met in order of priority. Local subcontractors and equipment will begin any necessary road clearance operations and will begin staging efforts for right-of-way debris removal.	
FEMA Records and Data Management	Ceres will assist Doral on an as-requested, as-needed basis to ensure that records are kept and maintained to provide maximum allowable reimbursement to the City.	
Fully Operational	The necessary trucks will be in place to continue debris removal in an orderly fashion. Local subcontractors will be deployed to the maximum extent possible, and the Ceres debris removal operation will be fully operational on this day.	
First Pass Complete	At the end of the first pass of debris removal time would be allowed for residents to bring additional debris to the curbside. Crews would begin ramping up to start the second pass. Additional tasks, such as hazardous tree removal, hazardous stump removal, and other similar scopes of work may be implemented.	
Second Pass Complete	Debris removal operations would be well in hand. Hot spot crews would continue to cleanup any debris that has time or safety constraints. The vast majority of storm debris would be cleaned from the rights-of-way. The Ceres Project Manager would begin focusing on project completion procedures.	
Final Pass Complete	Debris removal operations would be 100% complete. The Ceres Project Manager would remain in constant contact with Doral personnel, but daily presence may not be needed by this time.	
Site Reclamation	After debris hauling activities have ceased, all debris on any Debris Management Sites (DMS) will be processed and/or removed. The sites will then be graded and restored, usually by seeding with grass.	
Ticket Reconciliation	Ceres performs ongoing ticket reconciliation with subcontractors and Doral so that databases of debris hauled match as closely as possible. After all debris has been hauled, all truck ticket databases are reconciled to close out the financial records of the project.	
Invoicing	Following reconciliation of the truck records, a final invoice will be delivered.	
FEMA Reimbursement	Ceres will work with the City following the completion of the field work, on an as-requested, as-needed basis to ensure maximum allowable reimbursement.	

Contract Performance Phases

In order to successfully respond to a disaster, natural or otherwise, planning and preparation are of the utmost importance. Ceres adheres to a series of carefully drawn plans for each step of its response beginning from the time we prepare our response to your RFP until planning begins for the event after next.

The following information outlines a generic plan for responding to debris-generating emergencies. Please note that this general summary is not specific to a particular type of disaster event.

Post Award Phase

Upon contract award and at Doral request, a personal visit by a Ceres Project Manager can be scheduled. The purpose of this visit is to introduce the key members of each party's team, discuss the planning, training, and disaster response preparedness needs of the City from their own perspective, and review the Ceres Debris Management Plan, from mobilization to the Final Report. Tours of each of the sites identified for the following uses will be jointly conducted:

- Equipment Staging
- Debris Management Site(s)
- Local Landfills Authorized for Final Disposal
- City Public Works Offices
- City Administration

It is expected that this meeting will require the better part of a normal workday. Discussion will loosely follow a prepared agenda designed to address the critical elements of resource requirements and knowledge base known to significantly enhance the City's level of disaster response preparedness.

This is step one in the strategic pre-positioning of the interpersonal knowledge of each of our (both parties) teammates. Getting to know each other prior to an event is very important in maintaining a seamless transition during an actual disaster recovery.

Planning and Training Phase

Planning and training are available each year of the contract and may include some of the following planning and training topics:

- How Many Jellybeans in the Jar: Estimating Debris
- The FEMA Paperwork Process: From IDA to PW and All Points In Between
- Continued Growth: Changes in FEMA Policy
- Recent Legislative Changes
- Know Where to Look: Additional Funding Mechanisms for Debris
- Keeping It Between the Lines: Working with Regulatory Agencies for Debris
- Tipping Point: Determining Your Force Account Capabilities or When Will I Need Help
- FEMA Eligibility: What a "Good" Contractor Will Tell You
- Behind the Curtain: Becoming a Ceres Project Manager
- Tricks of the Trade: Tough Lessons Learned from 45+ Years of Experience
- Document, Document, Document: Debris Monitoring

This creates further opportunities to develop the relationships between the City staff and Ceres personnel that will help to assure a successful debris management operation, when required.

Alert Phase

Selected Ceres team members are subscribed to special weather advisories from several different sources. We are aware of the weather.

Alert 1: Category I & II Hurricanes

When a Category I or II Hurricane's "Cone of Influence" of Projected Impact Area associated with the **3-day** forecast, begins to touch the coastline, the Project Manager assigned to the contract will commence Alert 1 activities.

Alert 1 activity includes, but is not limited to:

- Calling the previously identified representatives of Doral, and exchanging the most up-to-date contact information each has with the other.
- Activating Ceres notification procedures for all subcontractors – operations and administrative services.
- Contacting and overseeing preparations to make the Project Advance Team ready to deploy.

- Assigning a Project Logistics Coordinator to make use of all services possible: including, but not limited to hotels/motels, gasoline and diesel fuel, catering/restaurants, laundry services, emergency medical services, vehicle and equipment repair shops, and other disaster response and life support services.
- Confirming the availability of emergency road clearing crews and equipment, and as local conditions dictate, dispatch them to a secure, pre-positioning site near or within the City's boundaries.

Alert 2: Category III, IV, or V Hurricane

The same functions are performed as during Alert 1 activity, but they start when the **5-day** "Cone of Influence" of Projected Impact Area begins to focus on the City's geographic area.

Alert 3: All Other Sudden Impact Events

Sudden Impact Events include earthquakes, ice storms, tornados, man-made, technological events, and terrorist activities. These events do not allow for a forecast or pre-positioning the Project Advance Team. Ceres pledges to the City to have a representative physically present within 12 hours of notification to respond to Sudden Impact Events.

Mobilization Phase

Ceres is expert at rapidly mobilizing its team and its equipment as well as key subcontractors to provide the City with the necessary resources as quickly as possible. Ceres recognizes that in order to minimize the financial damage to a community, cleanup activities must begin rapidly and proceed without delay.

Pre-Landfall Activities

Ceres Representative (Early Rep): Ceres will provide, at the City's request, a representative prior to hurricane landfall. When a disaster threatens, Ceres is pleased to provide to Doral one or more representatives to be present at the Emergency Operations Center prior to landfall. The Early Rep will interface with City personnel and provide Ceres management with on-the-ground reports regarding local conditions.

Equipment pre-staging: Prior to landfall, Ceres equipment will be pre-staged at the closest mobilization point and contract administration headquarters. Additionally, our principal subcontractors will have equipment available in or near the City's location. In this manner, Ceres will have sufficient equipment to immediately start the initial push when weather permits and have sufficient equipment to begin the load and haul as soon as possible.

Subcontractor Liaison: As detailed elsewhere in this submission, Ceres has a large number of subcontractors available. During the pre-landfall phase, our subcontractors will be contacted and put on alert in order that they can arrive as soon as safety permits. Ceres already has advance master contracts signed with many subcontractors, so we have already ascertained that they are properly insured.

Project Advance Team

IF conditions allow, after an emergency event, Ceres will, within two (2) hours of the conclusion of the event, have the crews and manpower in the City to begin to open and maintain all City roadways to vehicular traffic. The project team, consisting of the Project Manager and selected Project Administrative Staff and Field Management personnel, will be on-site within 12 hours following notification by the City prior to, or immediately following, storm impact. The project staff may include management representatives from health and safety, quality control, accounting, subcontract administration, logistics, and field management, depending on the size of the event. As soon as practicable, the advance team will compile an initial damage assessment. Personnel sufficient to round out the project administrative staff, its support function, and operations management, will arrive within 24 hours of notification. Once on-site, the Project Manager will be physically capable of responding to the City Representative within one (1) hour of notification.

If requested by the City, the logistics support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities, temporary housing, and any additional services as specified in the agreement between Ceres and the City. During the Preparation/Planning Phase, vendors within and adjacent to the region will be identified and contingency contracts established for the provision of gasoline and diesel fuel, ice, water, food, sanitation, temporary housing, and other services. If during the Preparation/Planning

Phase, local vendors are not available, Ceres will arrange to provide the services from other qualified and registered sources.

Contractor Mobile Command Center

The Emergency Operations Temporary Project Office and Primary Debris Collection/Debris Processing Equipment are staged in Houston, TX. Annual heavy equipment hauling permits are maintained for Ceres' eight heavy equipment haulers consisting of semi tractors with lowboy trailers, enabling a quick response. The temporary facilities and Ceres-owned disaster response equipment is expected to arrive within 12 hours of notice to proceed by the City.

The Emergency Operations Temporary Project Office comes equipped with general support equipment such as telecommunications (satellite telephone, radio, cellular phone, or land lines), fax copier, computer network, file cabinets, and general office supplies. The Project Manager, Project Administrative Personnel, Field Manager, Debris Collection and Site Management Crew, and designated City representatives will be provided with a proprietary communication link in the event conventional communications are interrupted. The Emergency Operations Temporary Project Office will be of sufficient size to provide support to the Project Manager, project administrative and support staff, and debris collection and site managers. A separate 10' x 20' office within the same facility equipped with general support equipment can be provided to the City.

Satellite

Ceres knows that immediate communications are critical to an effective response to disaster. We maintain an account with a satellite communications company and maintain satellite handsets for our managers and to provide to our customers as "loaner phones" until standard cell phone service is back online.

Ceres also has the capability to utilize various satellite communications system, which when wired together provide high-speed internet access roughly equivalent to a T-1 line. When powered by a portable generator, our management and our Mobile Command Center users have local and world-wide communication tools to support our high service level.

Lastly, during two recent USACE Debris Missions, Ceres deployed mobile satellite dishes at remote debris management sites to maintain connectivity for real-time production numbers. In the U.S. Virgin Islands after Hurricane Irma and Maria, the telecommunications network on the islands were destroyed. Given the islands remote location, telecommunications providers struggled to repair the network. Ceres deployed mobile satellite dishes at each debris management to maintain connectivity for the USACE and Ceres to review real-time production data. Similarly, in 2018 after Hurricane Michael, Ceres deployed mobile satellite dishes to remote debris management sites in very rural counties with limited cell service. Again, this allowed us to maintain connectivity to review the real-time production data against our estimates and move debris collection crews to keep efficiency and production high.

FirstNet

Ceres also participates in FirstNet, the First Responder Network program developed by AT&T. This gives us the ability to prioritize cellular and internet communications during an emergency. We can request equipment and resources from FirstNet to improve cellular communications and services during an incident.

Life Support and Fuel Supplies

Ceres comes to the project self-sufficient and ready to help in many ways, including the provision of basic necessities. Due to the uncertain nature of room and board, Ceres mobilizes with life support for our crews and for some subcontractors. Additionally, if Doral seeks assistance in provision of basic needs of water, food, shelter, and ice, Ceres can supply these services, as we have done in the past in other locations.

Following the landfall of Hurricane Katrina, Ceres' crews arrived with their own housing (travel trailers and RVs). We proceeded to supply life support of temporary lodging, meals, showers, and bathrooms to 400 people. We are also capable of providing onsite fuel delivery for both the fleet of Ceres owned equipment and our subcontractors, as well as City fleets.

Debris Management Sites (DMS)

When a DMS is established, a Site Plan will be developed for each site, and include, but not be limited to:

- A description of project operations
- Site layout
- Environmental factors
- Site photographs

Additional sub-plans that may be incorporated as necessary in the Site Plan include:

- An **Environmental Protection Plan** that addresses storm water protection, hazardous waste, soil and leachate draining from the debris stockpiles, site operations, and the proximity of truck traffic to waterways.
- A **Dust Control Plan** that will address prevailing wind directions and location of developed areas as it relates to site design. Methods of mitigation will be specified such as the use of water trucks on access roads.
- A **Traffic Control Plan** that considers the number of trucks per hour entering the DMS and the type of public access control (if authorized). All-weather access roads into and out of the site will be needed to maintain a seven-day per week operation.
- A **Site Safety Plan** that complies with the Ceres Company Accident Prevention Plan (available on request) and applicable OSHA requirements. Security will also be addressed in the Site Safety Plan.
- A **Fire Prevention Plan** that will follow the provisions of the National Fire Prevention Code and in particular, codes that specifically address woodchip storage. All equipment will have fire extinguishers that meet NFPA No. 10A-1970.
- The **Production Plan** will designate how machinery will be utilized on site and will describe site management/operations and anticipated production rates. Each load received at the site will be inspected prior to off-loading to determine load size and the presence and type of any contaminants. Contaminated loads will be separated for further sorting and appropriate processing or disposal.
- **Other plans may include** Truck Routes and Access; Site Staffing and Assigned Duties; Debris Separation and Hazardous Waste Handling plans.



A water truck sprinkling to control dust on an access road.

DMS Construction Timeline

Each designated Debris Site Manager will commence construction of their respective DMS within 24 hours of notification. DMSs will be fully operational within 48-72 hours of Notice to Proceed. The Project Logistics Manager is responsible for ensuring gravel for access and internal haul roads and dump pads, prefabricated inspection tower kits, erosion control materials such as silt fence, straw bales, coir fiber, and geo-membrane liners for hazardous waste containment areas are available on site within 24 hours of notification. Additionally, portable truck scales may also be requested at the direction of the City.

Emergency Roadway Clearance and Debris Removal Phase

The following information outlines a generic plan for responding to debris-generating emergencies. Please note that this general summary is not specific to a particular type of disaster event. This phase encompasses the majority of the physical work of the project. It also generates the most records including load tickets and logs of various kinds. This is also the phase where careful planning pays huge dividends.

Emergency Road Clearing-Cutting and Pushing Public Right of Ways

When emergency road clearing is required, separate crews will be allocated and will be available within hours following an event. Ceres typically mobilizes this equipment pre-event based on weather forecasts. Cut and Push Crews will be prepared to work 24-hour shifts (with rotating personnel).

Cut and Push Crew typical configuration is:

- One front-end loader 4/1 bucket (or equivalent) with experienced and qualified operator
- Up to two transport trucks approximately 30 cubic yards with operator(s)
- Two laborers with chain saws and rakes
- Two flag persons
- One Bucket Truck with an experienced operator or climber (optional based on need)
- One Foreman with cell phone and pickup

The number of Cut and Push Crews will be determined by the City. Ceres owns eight (8) wheel loaders (with appropriate grapple attachments) and has additional subcontractor supplied pushing equipment.

Ground personnel will be supplied with sufficient types and quantities of tools and materials to effectively push the debris to the roadside to clear routes for emergency traffic. In the event debris cannot be pushed aside, it will be loaded in trucks and transported to nearby off-street locations for temporary dumping, to be picked up later by the normal debris clearing crews. When each assignment is complete, Ceres' crews will contact the City's dispatcher to obtain authorization to proceed to the next assignment.

Specific Requirements

Ceres is aware of Doral's crew composition requirements.

Crew #1 - Shall be equipped with the following:

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

Crew #2 & 3

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

Crew #4-5-6

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

Debris Collection

Crews will be dispatched to begin work within two days, and according to the City's priorities and the removal schedule adopted in coordination with the City representative. At the direction of the Ceres field supervisor each assigned debris removal crew will service each assigned road or right of way. Daily meetings will be conducted at 7:00 AM between the City and Ceres. Zones and Sections will be identified and prioritized. Progress will be updated and reported to the City at the close of business each day. Additional passes will be conducted prior to project completion in agreement with the City or per contractual requirements, to ensure adequate time has been scheduled for residents to move their debris into the right of way.

A typical crew will be comprised of:

- One Knuckleboom Loader (or one 4-cubic yard wheel loader with grapple)
- One Bobcat with grapple
- Two laborers with chain saws and rakes
- Two flag persons
- One Foreman with cell phone and pickup truck (one foreman/ three crews)
- GPS Tracking and Navigation Aids
- Three hauling trucks or trailers (30 - 50 cubic yards). Additional/large capacity trucks may be added for longer hauls.

First preference will be given to hauling vehicles best suited to local conditions. Knuckleboom self-loaders are efficient, but in areas with narrow streets or limited overhead clearance, they are too large to be effective. In tight areas, pickup trucks with dumping trailers minimize traffic disruption and potential damage. Crew and overall debris collection production will be monitored on a daily basis. The Project Manager will alter crew composition and overall number of crews as necessary. Self-Loaders may work singly or in conjunction with dump trucks. In accordance with FEMA guidelines, hand-loading will not be allowed or tolerated in any circumstance. Ceres owns 13 Self Loaders (Knucklebooms) and has access to many more through our subcontractors. Following Hurricane Irma, Ceres bought additional knucklebooms to ensure immediate response to our clients.



A Ceres self-loader with a trailer making pickups from the ROW.

A minimum of one **Hot Spot Crew** will be assembled for each zone during this project. The crew(s) will commence operations within 24 hours of the notice to proceed. The typical crew will consist of:

- One Knuckleboom or self-loader
- Three Laborers (one sawyer and two Flagmen)

Work zones will move as the debris is cleaned up from the streets and boulevards. When the work zone is located on or near a heavily traveled roadway, it will require additional flag persons, additional signage, and/or assistance from local law enforcement agencies. The crew foreman will monitor the work zone and all other aspects of crew operation.

Hazardous Tree, Limb and Stump Removal

Ceres employs crews with professional tree climbers and aerial equipment such as bucket trucks to remove hazardous hanging branches and leaning trees (“hangers” and “leaners”). Ceres has performed this work on previous storms with an excellent safety record and with an excellent damage record. In response to Hurricane Katrina, Ceres was responsible for trimming and removal of trees in all of Jefferson Parish, LA amounting to 18,599 trees.

Flooding

Ceres expects flood recovery work when a client has significant land area in a 100-year flood zone, and when rivers and other waterways pass through the area to be cleaned. Flood recovery work generally requires specialty equipment, such as long-reach excavators, floating excavators, and a greater amount of tracked skid steers. Wheel loaders with buckets and grapples are often used to remove debris that may fall apart if picked up by a knuckleboom loader.

Ceres has surveyors and other specialists on staff who can determine which flooded areas will be likely to drain first so we can plan and allocate equipment based on those studies.



Flood debris from 2016 Louisiana Floods

Although some of the same types of debris are removed in flood and non-flood disaster recovery, typically storms with heavy rainfall increase the amount of construction and demolition debris when

compared to vegetation. Also, the timeline is longer in flood situations, because standing water takes time to recede. The debris removal may also be more complex as it can involve partial or full demolition of structures. For example, in a post flood situation, a house may have sheetrock walls that must be inspected by an expert who determines that sheetrock must be removed. After removal, the debris may be left on the right-of-way in loose piles. These piles will probably present more difficulty in loading than vegetative debris, or a pile of wind-blown privacy fence, because the waterlogged debris may have no structural integrity and will fall into pieces when picked up. For this reason, the types of equipment may be different in flood situation, with wheel loaders and dump trucks more prevalent and self-loading knucklebooms less prevalent than in a non-flood storm. Ceres owns nearly all types of equipment used in flood recovery, and we have subcontractors who specialize in flood disaster recovery.

Ceres has a special hazardous materials (HAZMAT) team that specializes in preventing the spread of contamination and infestations of rodents in areas that were flooded. From past experience, Ceres knows that these areas are prone to contamination from sewage, agricultural run-off, mold, and chemicals, they are also prone to rodents. Ceres plans to concentrate heavily on these areas in order to limit the spread of contaminants and to limit the breeding of rodents and pests. Once the determination is made in conjunction with local officials and the EPA, if applicable, Ceres will utilize its special teams to target these areas.

Following Hurricane Katrina, for example, Ceres made weekly passes in some formerly flooded areas, and “mirrored” or “paralleled” the municipal sanitary waste teams. By doing this, neighborhoods were kept clean on a weekly basis so that pests could not be alternately supported by garbage and flood debris—instead all potential habitat or food for pests was removed frequently to ensure a safe neighborhood.

Pathogens are also more of a problem in flooded areas. Water promotes growth of undesirable organisms, and it also facilitates transfer of bacteria that exist in an environment to humans working in that environment. Our corporate health policies address hazards of working in a flooded disaster environment, and Ceres uses procedures including additional immunizations and additional personal protective equipment such as waterproof clothing and footwear, face shields and respirators (air filters) to minimize hazards of flooded areas.

Flood situations may also generate other types of task orders, such as pumping water or clearing catch basins. Ceres is ready for these sorts of eventualities in the City. If a storm leads to flooding, we are prepared to transfer our debris management sites and equipment staging sites to higher ground using identified alternative transportation routes if necessary. Ceres also has several barges, dredging, and water salvage companies on hand as subcontractors if the need arises.



Placarding a truck.

Certification of Maximum Volume Capacity of Hauling Trucks/Trailers

Prior to initial use, authorized Ceres personnel and Doral representatives will inspect hauling trucks. Only pre-approved trucks will be received at the DMS. Approval will include documentation of truck identification and insurance, safety requirements, and measured cubic yardage capacity. A unique approval number will be assigned to the truck and posted on the truck along with measured capacity. All units hauling debris are required to be “measured in” prior to commencement of work. The hauling unit/truck/trailer certification procedure is mandatory and will be administered by quality control representatives of Ceres and the City. A Truck Certification Log Sheet will be created for each hauling unit/truck/trailer. Unit specific information along with Year, Make, Model, Address, Photograph, License Plate information, Driver Name, and signatures will be recorded on the log. At this time, a unique identifier will be assigned to the unit. Truck Certification Logs will be maintained by Quality Control Staff. The log will be maintained and available to DMS inspection personnel regarding truck approvals, approval number, capacity, and other pertinent information.

The unique truck/trailer identification number and its maximum carrying capacity are written with permanent marker on Ceres placards that are mounted on both sides of the truck/trailer. Ceres uses pre-printed labels

with our name and blocks for the assigned identification number and measured volume. These labels cannot be removed without destroying the label. All equipment is subject to further inspection by the City at any time during the project.

Work Locations

Dispatch records will be maintained for the duration of the project. Records will include date and time of dispatch, crew and unit identifier, and status of assigned section (In Progress, Completed). Typically, one contractor will be assigned to a given section. Sections may be comprised of individual developments or combinations thereof. Accurate and thorough Dispatch Logs enable the identification of any potential issues and the responsible party.

Prior to the assignment of sections to crews, each section/subdivision will be inspected by Ceres Field Personnel to ascertain the optimal crew configuration/type (Self Loader, Wheeled Loader with Dump Trucks, High-Capacity Trailers, or other combinations of equipment). Classification of sections maximizes production and minimizes potential damage to property. Additionally, all supervisors will conduct weekly toolbox meetings and develop activity hazard analyses in compliance with the corporate Health and Safety Plan.

Field Management

Regular and effective communications are critical to the rapid dissemination of appropriate and accurate data to both the City Management Team and the Ceres Management Team. As the project progresses, the needs of the City may change and resource requirements may need to be reassessed. The original plan, therefore, may need to be modified. In order to ensure effective and efficient execution of all field work, the Ceres team, from Site Managers up to the Project Manager, will meet on a daily basis. The Project Manager is responsible for coordinating the daily scheduling and dispatch of cleanup crews with the City and will meet with the designated representative on a daily basis. The Site Manager is responsible for management and operation of a reduction site, loading sites or any other work site. The Site Managers report directly to the Sector Manager, who reports to an Area Manager, who reports to a Project Superintendent, who reports to the Project Manager. Depending on the scale of a disaster, the number of managers assigned to the Ceres Team will vary depending on local conditions. Foremen at the reduction site(s) and for the collection and hauling activities are responsible for crew supervision and report to the Site Manager.

Each Site Manager ensures that their crew operates in an efficient manner and is responsible for documenting and inspecting work performed. Site Managers document safety meetings, equipment safety inspections, quantity and location of debris hauled, areas completed, and daily time sheets of personnel and equipment. Site Managers also monitor quality control issues such as completeness of cleanup and/or trimming and contract compliance.

The collection crew Foreman will be responsible for scouting future debris removal locations within the daily schedule set by the Program Manager. While scouting the zone, the Foreman's responsibilities include:

- Locating logical trucking routes.
- Identification of Sections by Crew Type/Composition.
- Locating and planning the control or elimination of hazards within the zone (such as high traffic areas). Preference will be given to Self-Loaders to ease traffic congestion and minimize damage.
- Advising the Site Manager of any anticipated difficulties or hazards.
- Determining and obtaining resources necessary to ensure a steady workflow.

At the end of each shift, documentation of work completed will be tabulated by the administrative staff and used to schedule the next day's work activities. At this time, any daily reports required by the City will be produced.

Scheduling Control Debris Collection

During post-award preparation the Project Manager obtains maps detailed enough to provide individual debris collection crews address block information. Maps will be divided and identified according to Districts, Sections, and Developments or Address Blocks. The Master Debris Management Map will be located in the Emergency Response Mobile Command Center. Individual developments or address block maps will be reproduced on 8.5" x 11" paper for use in crew dispatching. Each Site Manager will be provided a binder containing all of the development/address block maps for the event's entire area.

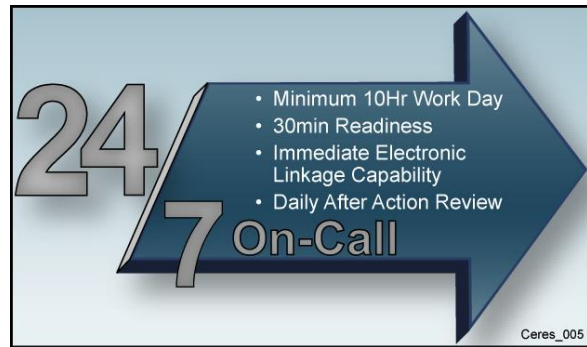
The Project Manager will be responsible for the assignment of Districts, Sections, and Developments or Address blocks to subcontractors and their respective crews. A written master assignment file will be maintained in the Emergency Mobile Command Center and will be updated as changes or additions are made. The dispatcher will be responsible for dispatching crews to their assigned areas utilizing the master assignment file. Subcontractors and their respective crews will not be permitted to have more than two open assigned areas. Communication between the subcontractors, their respective crews and the dispatcher will be via radio or telephone. Upon completion or near completion of an assignment, it is the responsibility of the crew leader or subcontractor to request an inspection. The dispatcher will forward this request to the debris collection superintendent or area manager for action. The debris collection superintendent or area manager will coordinate an inspection with a City designated representative.

Once an assignment has been completed and inspected, a new area will be given to the subcontractor. Depending on the size of the subcontractor and/or crew, areas may be as small as address blocks or developments up to portions or even entire Sections. Crews will not be permitted to leave their assigned area and move to another work area until all work is completed as required and the area inspected, and authorization received from the Site Manager. The dispatcher is responsible for continually updating crew locations. At the end of each shift, the dispatcher will provide the field managers with a list of crews and their current locations. Subcontractors and crews are prohibited from collecting debris from outside of their assigned areas. The City field representatives will be provided updated crew assignments daily.

Project Manager

The Project Manager (PM) will serve as the principal point of contact between Ceres and the City Operations Manager. The assigned PM will be knowledgeable about all facets of Ceres' assigned tasks and will have executive project responsibilities. The PM will have written authority to sign for the corporation in matters relating to this project and the City.

Upon receipt of a Notice to Proceed, the PM will be on call 24 hours per day, seven days per week, and will have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage will provide immediate contact availability via cell phone and fax machine and have Internet capabilities. The PM will participate in daily After-Action Reviews and disaster exercises, functioning as a source to provide essential element information. The PM will report to the City Operations Manager on an "on call basis" and be capable of responding within one hour of notification.



The PM will ensure that all City event goals and priorities are met and will have authority to make executive decisions regarding the project. The PM will work out of Ceres local disaster office and will meet with his support staff and crew leaders at the end of each day to review progress and set goals and priorities for the following day.

Field Supervisors/Crew Leaders

Ceres Site Managers are responsible for ensuring safe and healthy work environments exist during all operational phases. The Site Manager's specific daily Health and Safety and Operations responsibilities include:

- Monitoring and Inspecting Heavy Equipment Operators, Truck Drivers, and Traffic Controllers in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines outlined in EM 385-1-1 and CFR 29 Par 1929 and 1910. It is important to note that a debris clean-up operation exposes the general public to the numerous hazards involved in debris collection and removal.
- Enforcing the use of proper guards, controls, and work practices. Monitoring each feature of work for human, situational, and environmental factors that could cause accidents.
- Locating compiling contact information for area medical facilities. Crew Leaders will be equipped with a pager and a cellular phone in case of emergency.
- Supervising and evaluating overall worker performance, including safety.

Crew Leaders document daily production to monitor and ensure the most efficient operations. The information they are to record includes:

- Cycle Times of Trucks
- Loads per Hour
- Production

Crew leaders are also required to make sure that safety gear is provided and that it is adequate for the hazards involved and enforce proper use and wearing of protective gear. Accidents will be recorded and reported on the Supervisor's Accident/Incident Investigation Report by the Crew Leaders.

Daily records submitted up the chain of command to the Project Manager will include:

- Sub-contractor/Employee Name
- Equipment Number
- Type of Equipment
- Hourly equipment documentation, downtime, lost time, and sick time

All accident/incident reports are forwarded through the Health and Safety Manager to the Health and Safety Officer (HSO). The HSO notifies the PM, who in turn informs the City Operations Manager and implements all procedures as set forth in the Ceres Health and Safety Program.

Description of a Typical Workday

It will be the responsibility of the Sector Manager to schedule and coordinate the location of a particular crew and equipment necessary for its job function to its location through direction to the Field Supervisors. This will take place through schedule planning from the previous day. The Field Supervisor will notify members of the crew of the start time, specific job function, and location where he/she is to report. At the beginning of the day each field employee will sign in a daily time sheet, the location according to zone (if the zone changes during the course of the day the employee will document the new location), the phase of work he/she is performing, and the unit number and beginning hours of the piece of equipment that he/she is operating (if applicable). The employee responsible for loading trucks and truck drivers will keep a running tally of the loads they complete from each particular zone over the course of the day. It is then the responsibility of the field employee to perform an inspection of the piece of equipment and inform the crew Foreman so corrective actions may be taken. The inspection will be documented on a punch-list that is supplied on the employee's daily report. After inspections and documentation are complete, the crew will begin removing the debris from their zone assigned.

Two flagmen will be placed on each end of the work perimeter to meter the flow of traffic into the work perimeter. If debris is to be moved across the roadway, the flagmen will stop all traffic. When the loading of a truck is completed, the flagmen will also stop traffic while the truck moves out of the controlled area. During the work, the flagmen will be equipped with two-way radios to coordinate the direction of traffic. Additional trucks staged for loading will all be stationed to the side of the roadway from which they will be loaded so they will not obstruct incoming traffic to the work perimeter. When loading is completed, the truck will leave the work area.

The trucks will be placed in single file to the rear of the Knuckleboom loader. As each truck in the queue is loaded and departs for the dumpsite, the next truck in line backs up to the loading perimeter. The Knuckleboom loader will load from piles that are staged by two front-end loaders working ahead of the Knuckleboom loader to limit the amount of movement of the Knuckleboom loader during the course of the day. When self-loading trucks (self-loaders) are in use, those trucks will be directed to an appropriate location within the work perimeter where they can begin loading immediately.

The front-end loaders will stage the material from the area between the sidewalks and the street into staging



areas on the side of the street. If the crew is working in a high traffic area, then this method will not be incorporated – rather the staging will be done completely on one side then staged completely on the other side. When the Knuckleboom loader encounters material difficult to handle (such as chunk wood), the Front-end loader will assist in performing the loading.

Two laborers trained in the use of chain saws will assist the Knuckleboom loader. They will rake and clean up the area of the pile. When oversized material is encountered, the laborers will use chainsaws to reduce its size. The laborers will also assist the truck operators in staging for the Knuckleboom loader, notifying when loading is completed and for obstructions to and from the loading area.

The crew Foreman will be responsible for scouting future debris removal locations. He will utilize maps to locate the perimeter of the zone to which he is assigned. While scouting the zone, the Foreman's responsibilities will include:

- Locating logical truck routes.
- Plotting a logical and efficient direction for the crew.
- Locating and planning for hazards within the zone (such as high traffic areas).
- Notifying his Supervisor and Sector or Area Manager of hazards in a timely fashion so the hazard can be avoided if possible or mitigated if necessary.
- Identify plan for and obtain the necessary resources for a steady workflow in future locations of the work zone.

At the end of each shift, crew employees will complete their time sheet by entering in the time the shift ended, the ending hours on the equipment they utilized and the number of loads they either hauled or loaded. They will deliver this timesheet to the Foreman before leaving the shift. The Foreman will compile the labor information to a daily worksheet, along with Purchase Orders, trucking that was utilized and number of loads hauled, equipment utilization, and a briefing of the course of the day describing any problems that arose and solutions implemented, and areas worked. The Foreman will then turn in the reports for the day. The following topics will be discussed with the management team:

- Changes in time for completion
- Changes in cost objectives for the project
- Changes in operating policy
- Changes in the technical specifications for the projects
- Changes in methods
- Changes in needs
- Revised activity plan estimates
- Failure of suppliers or contractors to deliver on time
- Reassessment of resource requirements on individual activities
- Inability to utilize resources as planned
- Unexpected technical difficulties
- Unexpected environmental conditions
- Scheduling needs
- Performance of work per zone or region
- Unplanned costs
- Any problems or future problems pertaining to the project

After the meeting is adjourned, the Project Manager (PM) will collect all the data. The next business day the data received, and the daily reports will be entered into a computerized database. These reports will be evaluated by the Disaster Response Business Unit Director and discussed with the CEO and the PM. The data will be used in weekly reports that itemize costs per region and code and weigh them towards the projected costs and schedules of the project. These reports will be submitted weekly to corresponding company divisions along with reports submitted to the City. It will be the responsibility of the PM to utilize the minutes of the daily meeting and the information from the reports to make daily assessments of the schedules of each individual crew. The PM will also have daily meetings with the City regarding performance and schedule issues of the project. This meeting will cover the customer needs of each zone, projected costs and scheduling of assigned zones, priority of zones, and work to be completed.

Geographic Area Management

Every area has its own unique geographic characteristics that define the parameters of the response. An urban area, smaller municipalities, and rural areas offers different challenges to the successful completion of a disaster recovery mission. Traffic is always an issue that must be addressed especially when working in and around waterways. Bridges are natural bottlenecks, and our experience has taught us, the less they are used during the transportation of the debris, the better. Ceres is always aware that our disaster recovery work is not the only thing utilizing the transportation system. Through the selection of strategically located DMS, our haul trucks should have minimal impact on these areas, as the haul zones are designed to keep the trucks working close to each DMS. In the successful completion of our Hurricane Katrina disaster recovery operation in Louisiana, we worked with all of these geographical characteristics and traffic never became an issue because the zone design and DMS locations worked together as intended. All impact sensitive areas, such as waterways, parks, forest land, and reserves will be dealt with in an environmentally appropriate manner.

Debris Management Sites (DMS)

Ceres will utilize the DMS identified by the City. In the event that additional sites are required, Ceres will work closely with the City to secure leasing agreements and permitting for additional facilities. The state or local environmental authority would be notified, and the required information submitted by Ceres.

Ceres will provide sufficient equipment and personnel to process, by burning (if allowable) or grinding, a minimum of 210 and up to 500 cubic yards of debris per hour per crew. Each DMS would generally include the following equipment:

- One Grinder, either horizontal or tub (depending upon needs/specs), and/or Air Curtain Incinerator
- Two Backhoes with grapples
- One Wheel Loader with rake
- One Wheel Loader with a light materials bucket for loading mulch
- One Maintenance Truck
- One Water Truck
- One Road Grader (optional)
- One Inspection Tower
- One Hazardous Materials Containment Area
- One Foreman with cell phone
- Four walking floor trucks (120cubic yards) for hauling mulch
- Additional Equipment as determined by the Contract and Site Manager

During work for the USACE in Louisiana after Hurricane Katrina, we performed debris removal operations in 11 Parishes, and operated 54 DMS/final disposal sites, simultaneously.

One operator will be assigned site maintenance duties and will operate the Motor Grader, Water Truck, and Low-bed Trailer. This operator's primary duty is to ensure use of the roads by the dump trucks and maintain dust and fire control. The Loader with blade will have intermittent general site maintenance duties and will keep areas around the burn pits, ash storage, and grinding areas clean.

Ceres will construct a hazardous materials containment area at each DMS measuring approximately 30' x 30'. Typically, the perimeter will be lined with hay bales and staked in place. The area will be lined with heavy gauge plastic (10 mil or greater) to provide a waterproof barrier. A plastic cover (10 mil or greater) will be used to prevent rain from entering the containment area. Site run-off is redirected away from the containment area by site grading. Hazardous materials that are encountered during cleanup operations will be staged in this area. Such materials will be properly disposed of in a timely manner.

Inspection

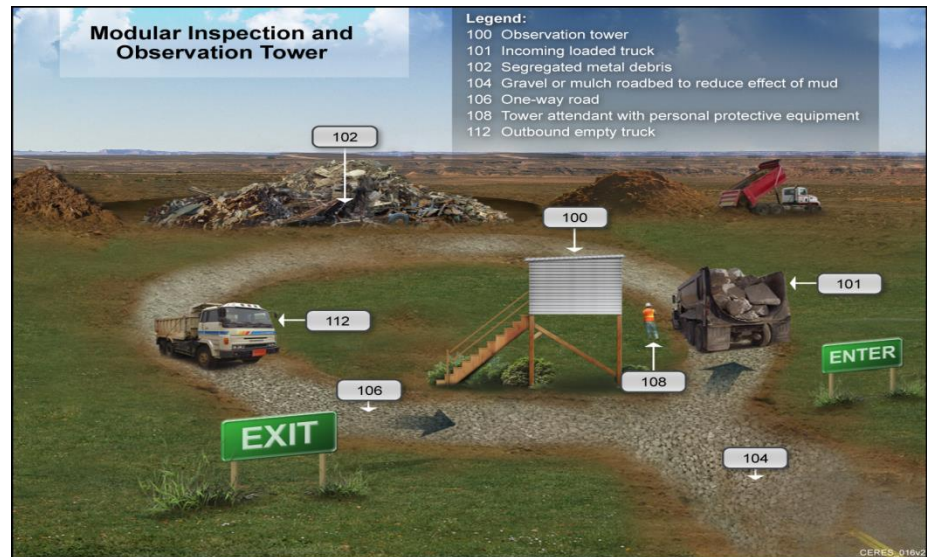
DMSs will be the point of inspection and load volume estimation by the City or their designated representative. Inspection towers will be used to observe and record all trucks entering and leaving the DMS and document their loads. The tower will be 10 feet above the existing ground elevation, with a wooden handrail and steps to provide access and constructed of pressure treated lumber. The floor area will be 8'x8', constructed of 2'x8' joists, 16" O.C. with ¾" plywood supported by four 6"x6" posts. The perimeter of the floor area will be protected by a 4' high wall constructed of 2'x4" studs and ¾" plywood. The entire floor area will be covered with a corrugated tin roof. The roof will provide minimum 6' 6" headroom below the support beams. The inspection tower will be large enough to adequately accommodate a minimum of three people simultaneously.

City Monitors/Inspectors will inspect each load to verify that:

- The truck has been pre-approved and measured.
- The load is eligible.
- The 'percentage filled to' figure is determined and noted on each individual load ticket.

The Monitor will determine the capacity of the truck and estimated load volume (percent capacity) and evaluate the load for contaminants requiring separation. The Monitor will instruct the driver regarding the appropriate dump location at the site and will verify the truck is completely empty following dumping. The Monitor will complete the load ticket presented for each load delivered to the site.

After inspection, the material will be forwarded to the tipping area supported by a wheel loader with rake and laborers. The laborers will inspect the debris and remove any contaminants. Contaminants that are hazardous will be handled by the Hazardous Toxic Waste Specialist, staged in the Hazmat containment area, and disposed of in accordance with federal, state, and local requirements. Other contaminants, such as metal, will be separated accordingly.



Load Tickets and Reporting

Ceres uses preprinted, five-part carbonless, color-coded load tickets. The tickets are available for use on this project if approved by the City. Each ticket has a unique serial number and ample space to record information such as: contractor, date, truck number, load size, driver, and type of material, origination, dumpsite, time, GPS Location, and inspector. Ceres uses a custom Access database program to record ticket information. The entry screen follows the format of the load ticket which greatly speeds up data entry. Tickets are easily verified and combined with a truck inspection table contained in the same database. One data entry clerk with minimal training can enter 700 load tickets (the equivalent of about 21,000 cubic yards) per day. Access also contains powerful report features that aid in ticket reconciliation and truck verification. Data is easily converted between Excel and Access for reporting purposes.

Material Separation

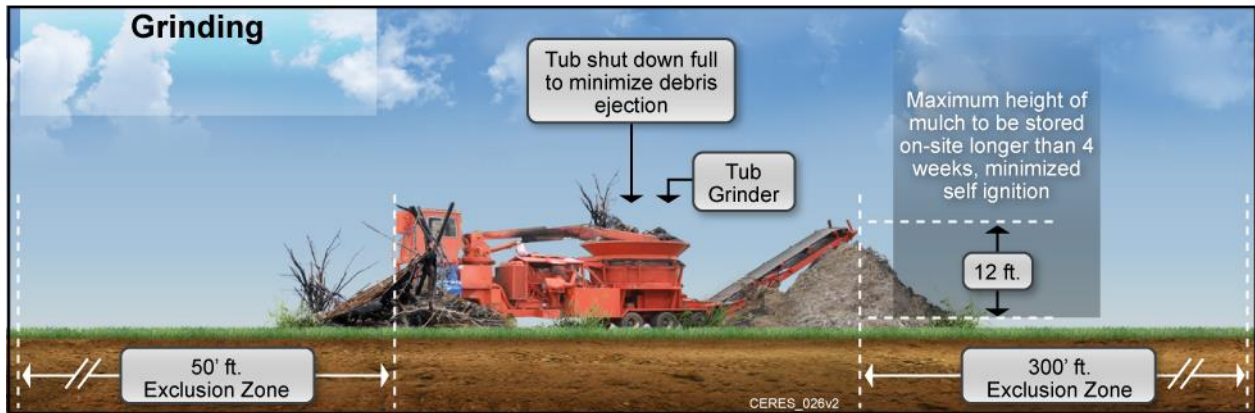
Due to the nature of these operations, material separation is required in order to properly and efficiently process debris. Collection crews will separate non-grindable debris to the maximum extent possible during collection and loading operations. The inspection tower will also assume responsibility for the separation of loads containing contaminants or non-grindables. Those loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be separated and sorted either manually or mechanically to remove the contaminants and then dumped in designated and appropriately lined/fenced areas at the DMS until final disposal.

Metal contaminants will be separated and baled or otherwise processed for recycling. Concrete will be separated and transported to a recycling facility and may be crushed prior to transport. Glass, plastic, and other materials will similarly be separated and recycled to the maximum extent possible. Debris that cannot be processed or otherwise recycled will be disposed of at an approved and lawfully permitted construction and demolition final disposal site.

Volume Reduction by Grinding

The wheel loader with rake will push material designated for reduction to the grinder. Great care should be taken to keep the debris free of dirt before processing with a grinder/chipper; this both maintains the value of the product and reduces the cost of grinding. If the mulch produced from grinding is to remain on site for more than four weeks, the mulch piles will then be stacked no higher than 12 feet to minimize the potential for spontaneous combustion.

Horizontal grinders, having a predominately closed grinding chamber, can operate with a minimal exclusion zone projecting out at a 45-degree angle at a distance of 250 feet from each corner of the in-feed conveyor. Tub grinders, if used, will operate with an exclusion zone of 300 feet on the “kick” side of the grinder and 50 feet on the “non-kick” side. Grinders will be shut down in a full tub condition to minimize debris ejection. The Dust Control plan will be implemented to ensure dust from the grinder does not impact the adjacent properties. Lockout/tagout procedures will be used on grinders and strictly enforced. All equipment in the vicinity of the grinders will be equipped with fully enclosed cabs.



Volume Reduction by Burning

The loader/rake will push clean debris in the direction of the burn pit, taking great care to keep the debris free of dirt. Once the debris is piled in the vicinity of the burn pit area, the backhoe with thumb will feed the Air Curtain Incinerator in such a manner as to promote complete combustion. The backhoe will also set aside any material that would process more efficiently in a chipper/grinder, such as large diameter logs or stumps.



The Air Curtain will be operated at least 100 feet from any stockpile of debris and at least 1,000 feet from any occupied structure. Prior to removal of ash debris from the air curtain incinerator pit, the material will be wetted. Ash stockpiles will be at least 100 feet away from any debris stockpiles.

Final Disposition

Separated, processed non-grindables will be recycled to the maximum extent possible and practicable. Metals and concrete will be baled, crushed, or otherwise processed for transport to recycling facilities. Documentation will be retained regarding total type and amount of materials recycled and each recycling destination.

Clean woody materials will be processed to generate mulch. Live bottom trucks loaded with a rollout bucket-equipped wheel loader will be used to haul mulch to the final disposal site. Mulch hauling will be performed simultaneously with grinding. Mulch will be applied or disposed of at a site(s) approved by the City, as appropriate. The handling of Incinerator Ash Material will comply with all federal, state, and local requirements and the Incinerator Ash Material Management Plan.

Work Hours

Collection crews will typically work up to 12 hours per day, seven days per week unless otherwise specified or limited by contractual requirements. For safety reasons, collection crews will work during daylight hours only. Debris processing sites typically operate 24 hours per day, seven days per week if sufficient lighting is provided during evening hours, unless restricted by the contract.

Traffic Control

As discussed in other sections, Ceres requires and will provide certified traffic control personnel for debris collection, transportation, and processing operations. Competent and qualified personnel will be trained in traffic control procedures and will be provided necessary safety equipment and communication devices. Traffic control personnel will generally be placed at either end of a work zone in order to properly control the flow of traffic into and out of the work zone.

Site Restoration

The Site Restoration and Environmental Survey Plan will ensure that restoration of the site will meet the owner's requirements and local regulations. In addition to site cleanup and removal of all debris, the Restoration Plan will include requirements for achieving ground cover through topsoil and seeding specifications. Other requirements may be mandated by the Erosion Control Plan, such as maintenance of straw bales, retention ponds, or erosion control fencing until ground cover is established. An outside independent party may be employed to conduct a post utilization environmental survey in order to ensure satisfactory site conditions. Site closure is normally accomplished within 30 days of receipt of the last load of disaster related debris.

Demobilization Phase

The PM prepares a demobilization checklist that includes a punch list of items to be completed by staff. The Punch List may include items such as arrangement for future maintenance of erosion control measures. The PM and staff are also responsible for final report to the City which includes lessons learned and results of operations

Documentation – Field Operations

Production Reporting

Ceres has developed specific internal procedures to ensure proper audit-quality documentation of daily project activities is captured and provided to the City. This includes project tracking forms, load tickets, truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports. Other reports are prepared and submitted to document project activities, progress, and quality control.

Quality Control

Daily Contractor Production and Quality Control reports will be completed each day of work and available the following work morning to the City. Original reports are maintained in the Mobile Command Center and daily reconciliation reports are generated to verify information reported on load tickets to information reported on daily production reports. The Project Manager and Project QC Manager will monitor information contained in the Daily Quality Control reports to ensure project activities conform to contractual requirements and that an acceptable level of project quality and workmanship is provided to the City.

Formalized quality control procedures are applied to each project to ensure documentation procedures are properly and fully implemented and to ensure conformance to project specifications. All personnel, including employees, subcontractors, and suppliers are subject to the provisions of the QC Program. For each project, a Quality Control Plan is specifically developed to detail the QC organization, individual responsibilities, monitoring procedures of activities and subcontractor activities, documentation requirements for Ceres personnel and all subcontractors, control phases or procedures, and identification and correction procedures for non-conforming activities. The remedies for non-conformance include termination. Exceptional quality control of each project promotes efficiency and avoids investigation and other potential losses.

Deployment of ArcGIS/Dropbox System

Ceres employs a customized ArcGIS/Dropbox system to assist project management in capturing initial site reconnaissance, develop situational awareness with the City, capture incidents/costs in the field and provide a valuable record to help City construct the

administrative record. Field personnel are provided with tablets in the field to file reports through ArcGIS and pull up property data from Dropbox. For example, the Quality Control Form allows Ceres field personnel to document the progress each day on an individual zone. This includes pictures of collection crews work, cleared streets, missed piles and the overall progress of the zone towards completion. Ceres field personnel file various reports including:

- Safety Form
- Quality Control Report
- Zone Progress Report
- Zone Punchlist Form
- Damage Form

Upon submittal of a form through ArcGIS, the form is emailed to the project management staff and auto routed to the appropriate Dropbox folder organized by Zone then Subzone or street. At any time while on in the field, personnel can access the Dropbox to review previous reports or other pertinent information. Simultaneously, planning staff, the Project Manager or designee, can review Damage Claims, Zone Progress Reports and advise the City on zone completion status and offer recommendations on the path through the project.

Reimbursement Assistance

Ceres is trained and experienced in providing the necessary documentation and assistance toward the preparation of reimbursement claims (Project Worksheets) for the City. If needed, Ceres will provide the City with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available

Documentation

- The zone, Section number, and street where debris removal operations were conducted and/or completed.
- The total number of personnel engaged in debris management and position or activity
- Daily and aggregated man-hours
- Then number of loaders and debris hauling vehicles in operation
- Hours of use of trucks and equipment
- The daily and aggregate volumes of debris, by type, removed and processed
- The number, name and location of each debris management site in operation to include numbers and types of reduction equipment in use
- Mulching machines in operation
- The percent completion of the project
- The estimated completion date
- Any inspections conducted by federal, state or local government agencies
- Any testing performed and/or test results
- Quality control phases implemented, as applicable
- Any corrective actions implemented
- Any damage to private property caused by contractor operations
- Any reports of damage or claims made by citizens
- Other information as may be required to fully and completely describe the contractor's daily operations
- A weekly summary of the information from the daily reports
- A final project summary report to describe all debris management activities conducted and conformance to contract specifications
- Additional information or reports as necessary to adequately document the conduct of debris management operations.

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funding. Ceres’ careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement.

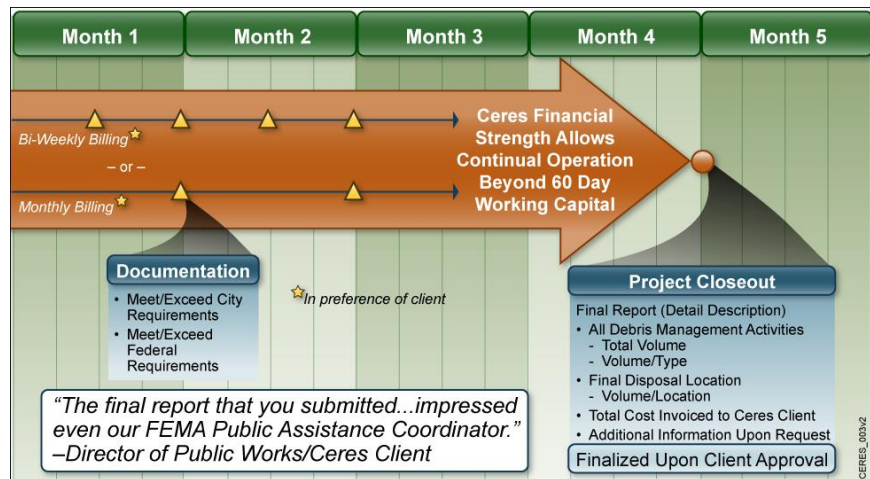
Program Management Assistance

Ceres is experienced and trained to provide all of the following services to the City:

- Project Worksheet (PW) writing
- Assistance with estimating debris volumes for Initial Damage Assessment (IDA) report
- Expenditures eligible for reimbursement
- Recovery Process Documentation
- Recovery Process Oversight
- Review of records system for applicability to federal and state requirements
- Orientation and training of City personnel on documentation requirements
- Claim documentation

Invoicing

Ceres can provide invoices to the City on a bi-weekly, semi-monthly, or monthly basis. With each invoice, appropriate documentation will be provided relating to the services provided during the invoice period. Documentation will meet the City requirements and the federal requirements for funding and reimbursement purposes. Ceres will provide technical assistance to the City in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the City throughout the invoicing and reimbursement process long after the work has been completed.



Project Closeout

A final report will be submitted to the City upon project closeout. Ceres will prepare and submit a detailed description of all debris management activities including total volume of debris by type, final disposal locations and amounts of debris delivered to each, and total cost of the project invoiced to the City. Ceres will also supply additional information upon request of the City and understands that final project reconciliation must be approved by the City.

Debris Training Program Description

This section discusses the training requirements for all Ceres employees regarding Debris Removal and DMS Management, known as “Debris Training.”

The Project Manager or his designee is responsible for the following:

- Implement and administer initial and refresher training programs.
- Determine the appropriate facility-specific training and/or orientation/briefing needed for each employee.
- Ensure employees attend required facility specific training and/or orientation/briefing.
- Ensure employees are assigned positions for which they have received training and/or orientation/briefing.

Project First Line Managers/Foremen are responsible for the following:

- Determine the appropriate facility specific training needed for each employee.
- Ensure employees are only assigned positions for which they have been trained or orientated/briefed, as applicable.

Initial Training Requirements

There are no educational or experience entry requirements for Debris Training. Comprehension of the English language is required to attend the Debris Training. Comprehension is validated by the successful completion of this training program.

The first step in Debris Training is the designation of an employee as a Debris employee.

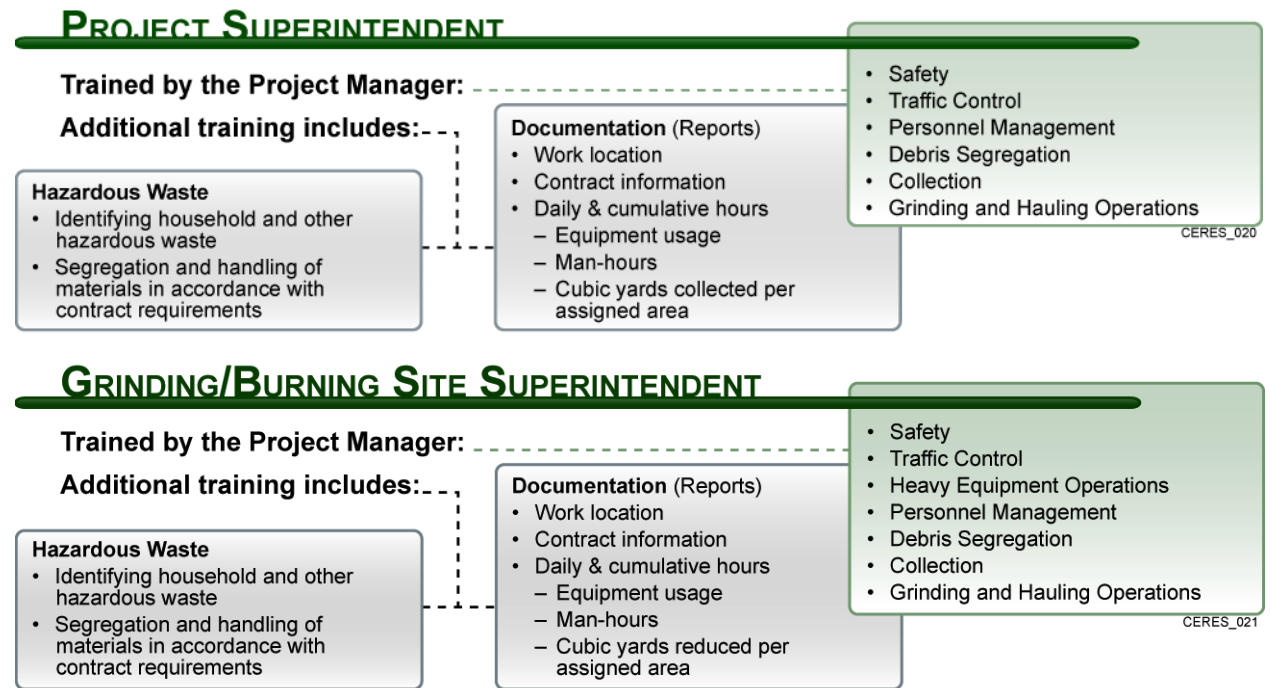
Training Program Description

The Initial Debris Training Course uses a qualification card that includes a required 90-minute training session that covers review of the FEMA Debris Management training book E/G202, Units 7 and 8 (respectively “Debris Management Site Evaluation and Operation” and “Debris Monitoring”) and an initial safety indoctrination.

Debris Training must be completed prior to assignment and at least every two years thereafter. After the initial 90-minute training/orientation, further project-specific training is conducted by the employee’s immediate supervisor and is conducted on-the-job.

Facility specific training will be conducted regarding the TDSR Site. Topics will include: Fire Prevention, Spill Prevention, Hazardous Materials Handling, Safe Operation of Heavy Equipment, Personal Protective Equipment, and Activity Hazard Analysis training.

Job Descriptions that require specific training are as follows:



FOREMAN

Trained by the Project Manager or Site Superintendent:

- Safety
- Traffic Control
- Heavy Equipment Operations
- Personnel Management
- Debris Segregation
- Collection
- Grinding and Hauling Operations

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CREW LEADER, TRUCK DRIVER, OPERATOR, LABORER

Pre-skilled in functional areas, Separate training and evaluation

Additional project specific training includes:

- Safety
- Traffic Control
- Heavy Equipment Operations
- Personnel Management
- Debris Segregation
- Collection
- Grinding and Hauling Operations

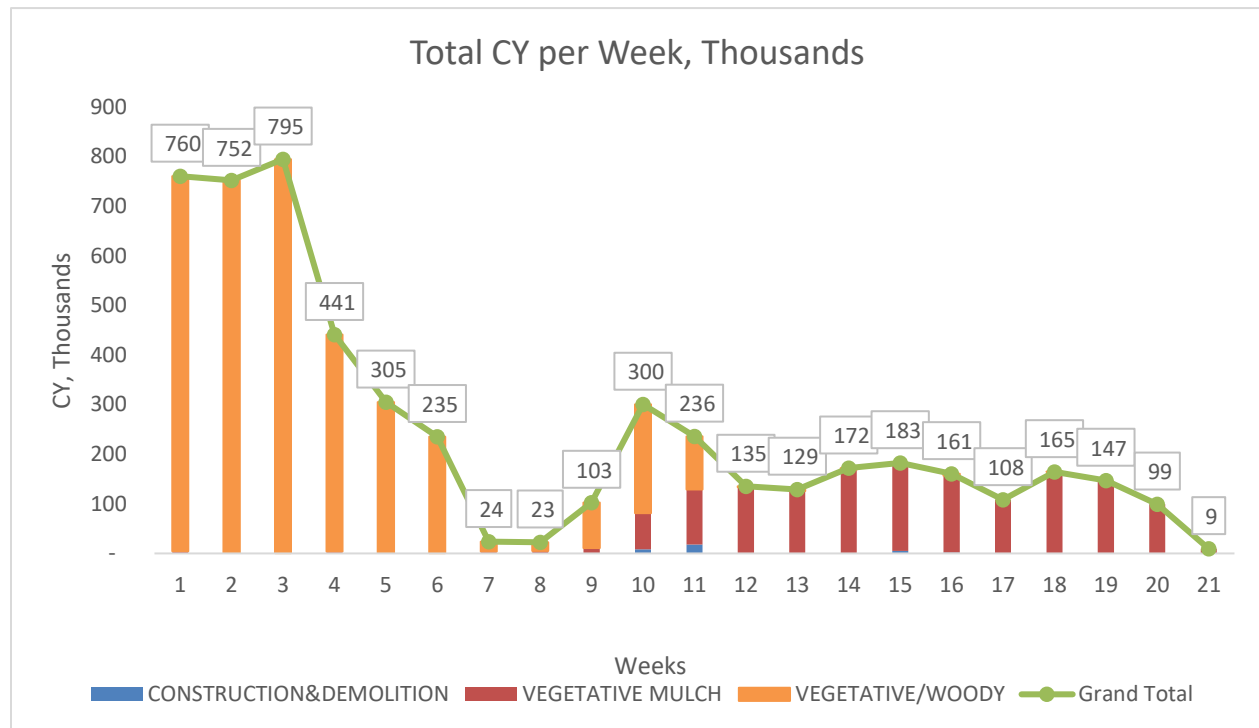
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Potential Scenarios

Ceres is expert in quick-response service, as evidenced in a letter from the Superintendent of Public Works of Elizabethtown, Kentucky following a storm debris removal project:

“...Your representatives and employees were cooperative and responsive to our suggestions and requests regarding the progress of the cleanup. **Our town was cleaned up in an amazingly short time and our residents were very thankful.**”

Ceres is also expert in high-volume projects, as shown by our 2018 Hurricane Michael response in Southwest Georgia, where Ceres was activated by the U.S. Army Corps of Engineers (USACE). At the mission’s peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontracts. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. Ceres loaded, hauled and disposed of a total of 4.2 million cubic yards of debris.



Ceres Production Curve: Total CY Average per Week

Ceres is accomplished in all aspects of the work described in the RFP. Some of those tasks are performed in every project, while other activities are performed only in worst case scenarios. Whether Ceres is tasked with the smallest event or the most catastrophic, Ceres has experience, and no task is too small nor too large.

As the severity of an event increases, the physical scope of work of a project will grow. A major event will require a wider variety of services, and it will also require a more complex response with a corresponding higher level of management attention. All projects, from an Event Type 1: Spot Job – Localized, or large such as Event Type 7: Catastrophic Event – Total Management –City-wide will require some basic services including debris loading and hauling. The physical actions of loading debris, cutting trees, hauling debris, reducing debris, managing and closing out a site are similar on small and large events. The larger events also may require additional services including life support (water, ice, food), and as mentioned, the logistics and management abilities required on a larger event are at a higher level. Ceres is qualified to handle all events, large and small, as shown by our successful operations in each of the over 300 FEMA-reimbursed projects we have managed, whether Ceres handled over 13 million cubic yards of debris or less than 10,000 cubic yards of debris.

The estimated cubic yards listed below are general estimates. Likewise, **projected mobilization times and equipment usage given are general estimates.** Graphical displays of approximated past performance on similar sized projects are given as a reference.

The following pages describe 7 projected scenarios and detail projected quantities and production rates. Graphs of hauling production in cubic yards on previous projects performed by Ceres illustrate Ceres' ability to perform each scope of work in each scenario. The graphs are rough illustrations of vegetative and construction and demolition debris and may use rounded numbers. The graphs generally do not include stumps, white goods, and other types of materials. Severe one-day drops in production usually indicate a "weather day" of zero hauling for safety reasons.

It is important to note that production rates vary for several reasons. In many cases, the rate of hauling is determined by how quickly citizens bring debris from private property to the curbside. In some cases, such as in Kansas City, the City preferred very quick production. In other cases, the local government wanted Ceres' hauling crews to stay on the job for an extended time even though production was low, because the citizenry needed time to bring debris to the curbside.

Production rates in an event in Doral will vary depending on the actual storm event and physical conditions, and also depending on the City's wishes, which may relate to how quickly residents can bring material out of their yards to the curbside. Generally, Ceres has the capacity to perform more rapidly than is preferred by the local government.

Event Type: 1

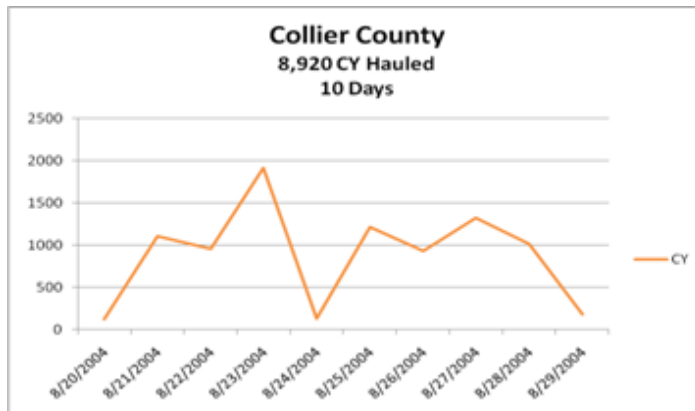
Spot Jobs – Localized

Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Doral office

Number of TDSR Sites: Maximum of 1, no reduction

Location of TDSR Sites: To be determined

Size of TDSR Sites: 1 acre or more



Type of Hauling Equipment: Knuckleboom self-loading trucks, dump trucks/trailers

Total Expected Cubic Yards of Debris: less than 10,000 CY

Quantity of Hauling Equipment: Ten trucks or less

Time elapsed from Notice to Proceed to first arrival onsite of equipment: 1 hour

Time elapsed from Notice to Proceed to complete mobilization: 100% in 24 hours

Expected Management and Supervision Staff: 1 project manager, 1 or 2 foremen, 1 project accountant

Methodology for Scheduling and Routing

the Removal of Debris: Ceres would provide one or more crews consisting of a chain saw crew with flaggers and self-loading knuckleboom trucks. A bobcat type loader may also be used. The crew would be supervised by a foreman who would interface with the City field representative, and a Ceres project manager would supervise the foreman and interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

Ceres will haul the debris to a TDSR site where it will be reduced by compaction ("walking" on the debris with tracked heavy equipment) and then transfer it to a recycling yard for grinding and conversion to mulch for recycling, or other method acceptable to the City.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City’s prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

Event Type: 2

Small Event – Widespread or City-wide

Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Doral office

Number of TDSR Sites: up to 1

Location of TDSR Sites: To be determined

Size of TDSR Sites: 5 to 10 acres

Type of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers

Total Expected Cubic Yards of Debris: up to 30,000 CY

Quantity of Hauling Equipment: up to 3 crews with a total of up to 12 trucks and 2 bobcats

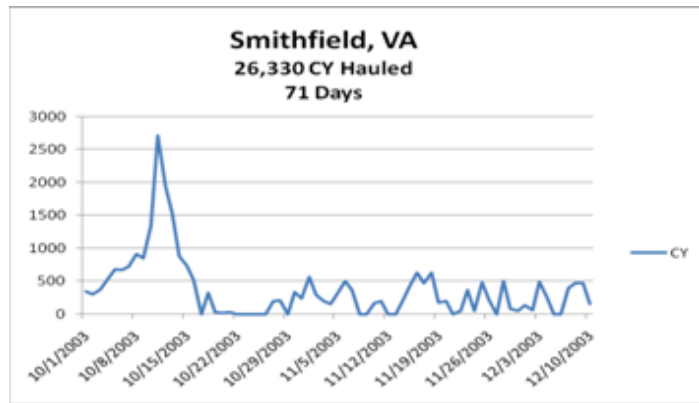
Time elapsed from Notice to Proceed to first arrival onsite of equipment: 1 hour

Time elapsed from Notice to Proceed to complete mobilization: 100% in 24 hours

Expected Management and Supervision Staff: 1 project manager, 1 superintendent, 1 foreman, 1 project accountant

Methodology for Scheduling and Routing the Removal of Debris: Ceres would provide two or three crews consisting of self-loading knuckleboom trucks with flaggers and chain saw operators. Bobcat type

loaders would likely be used to forward material into larger piles for efficient pickup by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and all crews would be supervised by a superintendent who would interface with the City field representative. A Debris Management Site (DMS) will be established, a Ceres site manager will be installed who will manage the site operations, which would likely include a dozer, an excavator with grapple, a tub grinder or air curtain incinerator and dump trucks to haul out reduced debris (ash or wood chips). A Ceres



project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres’ expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

Ceres will haul the debris to a TDSR site where it will be reduced by grinding and then transferred by “live floor” or “walking floor” trucks with approximately 90 cubic yard capacity to a recycling yard for grinding and conversion to mulch for recycling, or other method acceptable to the City.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be “scaled” or “called” by a City-authorized monitor and the load call will be recorded on the load ticket.

Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects. Daily reports will be issued by Ceres stating the amounts of debris hauled the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City’s prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

Event Type: 3

Significant Event – Removal, Reduction, Hauling – Woody Debris Only – Widespread or City-wide

Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Doral office

Number of TDSR Sites: 2 or 3

Location of TDSR Sites: To be determined

Size of TDSR Sites: 5 to 15 acres

Type of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers, other

Total Expected Cubic Yards of Debris: up to 400,000 CY

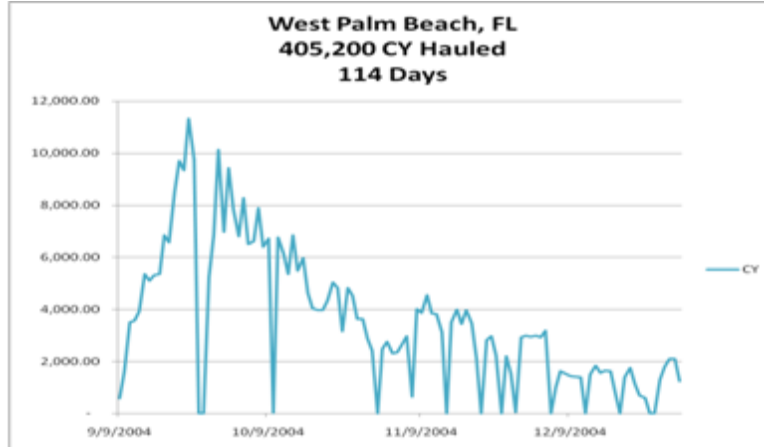
Quantity of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers, approximately 8 crews with approximately 46 trucks total.

Time elapsed from Notice to Proceed to first arrival onsite of equipment: 1 hour

Time elapsed from Notice to Proceed to complete mobilization: 50% in 24 hours, 100% in 48 hours

Expected Management and Supervision Staff: General Management: 1 project manager, 1 site superintendent, 1 project superintendent, 2 foremen, 1 quality control officer, 1 administrator, 1 clerk, 1 subcontracting officer, 1 safety and health officer; plus Expected Personnel per TDSR Site: 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 5 to 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 1 to 5 additional laborers for separation and other material handling

Methodology for Scheduling and Routing the Removal of Debris: Ceres would provide several crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be



provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the City field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a

tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the prior approval of the City, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

Event Type: 4

Significant Event – Removal, Reduction, Hauling, and Separating – Mixed Debris – Widespread or City-wide

Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Doral office

Number of TDSR Sites: 3 to 5

Location of TDSR Sites: To be determined

Size of TDSR Sites: 5 to 20 acres

Type of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers

Total Expected Cubic Yards of Debris: up to 775,000 CY

Quantity of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers, approximately 12 crews with approximately 63 trucks

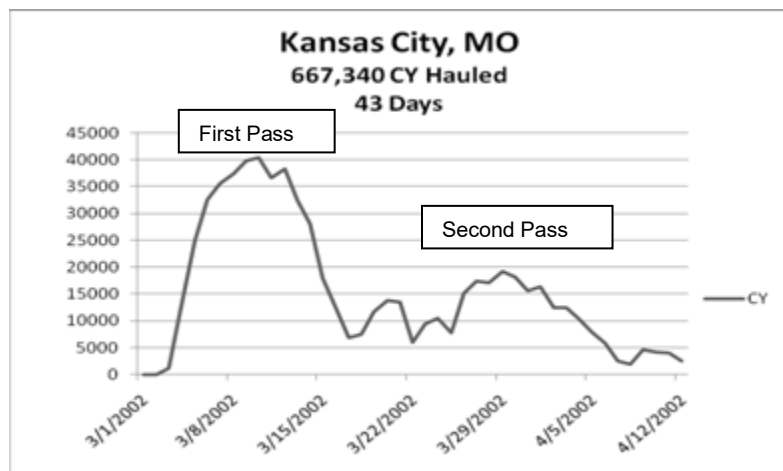
Time elapsed from Notice to Proceed to first arrival onsite of equipment: 1 hour

Time elapsed from Notice to Proceed to complete mobilization: 50% in 24 hours, 100% in 48 hours

Expected Management and Supervision Staff: General Management: 1 project manager, 1 site superintendent(s), 1 project superintendent, 3 zone managers, 5 foremen, 1 administrator, 1 accountant, 1 quality control officer, 1 clerk, 1 subcontracting officer, 1 safety and health officer, 1 public relations officer;

plus Expected Personnel per TDSR Site: 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 5 to 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 1 to 5 additional laborers for separation and other material handling

Methodology for Scheduling and Routing the Removal of Debris: Ceres would provide several crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by knuckleboom self-loading trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the City field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.



The project manager together with the project superintendent would interface daily with City representatives to review the previous day's progress and would assign streets and geographic territories to crews based on previous progress and input from City representatives.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet

access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

Event Type: 5

Catastrophic Event – Removal, Reduction, Hauling, and Separating – Mixed Debris –City-wide

Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Doral office

Number of TDSR Sites: 4 to 6

Location of TDSR Sites: To be determined

Size of TDSR Sites: 5 to 20 acres

Type of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers

Total Expected Cubic Yards of Debris: up to 1,500,000 CY

Quantity of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers, approximately 32 crews with approximately 87 trucks

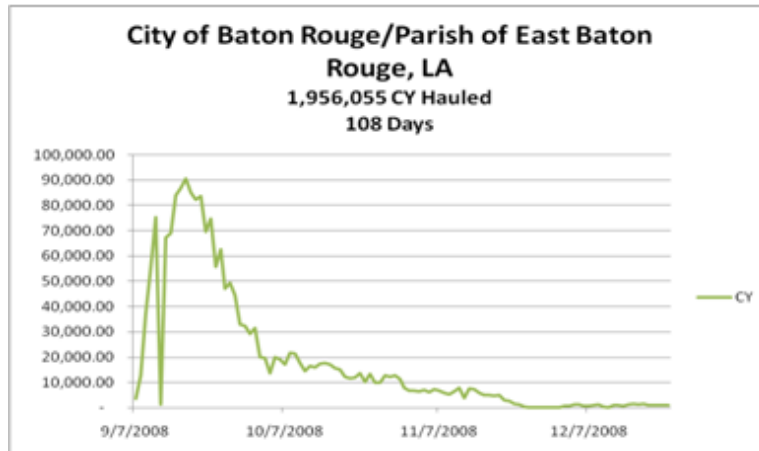
Time elapsed from Notice to Proceed to first arrival onsite of equipment: 1 hour

Time elapsed from Notice to Proceed to complete mobilization: 25% in 24 hours, 50% in 48 hours, 100% in 72 hours

Expected Management and Supervision Staff: General Management: 1 project manager, 1 project superintendent, 4 site superintendents/zone managers, 10 foreman, 1 FEMA/City liaison, 1 quality control officer, 1 administrator with 3 clerks, 1 subcontracting officer, 1 safety and health officer, 1 accountant; **plus**

Expected Personnel per TDSR Site: 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 5 to 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 1 to 5 additional laborers for separation and other material handling

Methodology for Scheduling and Routing the Removal of Debris: Ceres would provide crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment.



Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the City field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A

Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

The project manager together with the project superintendent would interface daily with City representatives to review the previous day's progress and would assign streets and geographic territories to crews based on previous progress and input from City representatives.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by

the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

Event Type: 6

Catastrophic Event – Site Management – City-wide

Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Doral office

Number of TDSR Sites: 4 to 6

Location of TDSR Sites: To be determined

Size of TDSR Sites: 5 to 20+ acres (possible site layout illustrated below)

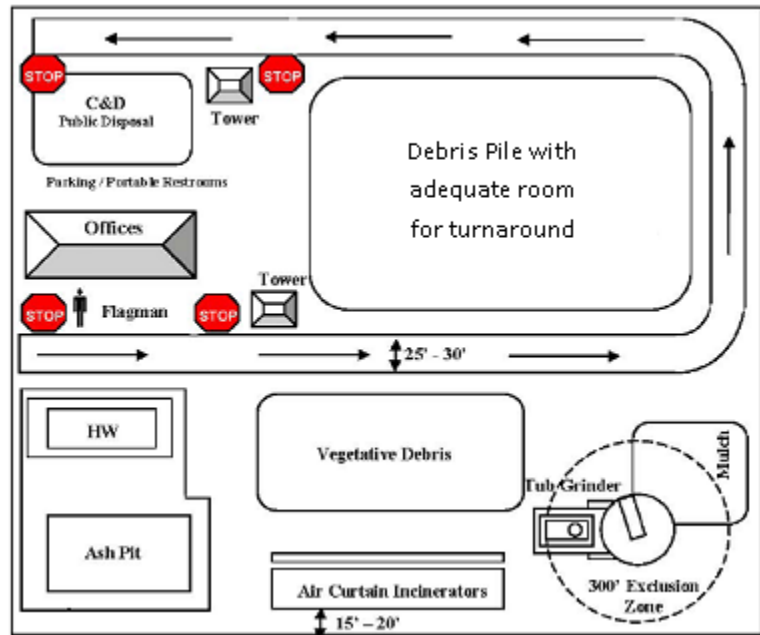
Total expected cubic yards of debris to process and document: up to 1,300,000

Time elapsed from Notice to Proceed to first arrival onsite of equipment: 1 hour

Time elapsed from Notice to Proceed to complete mobilization: 25% in 24 hours, 50% in 48 hours, 75% in 72 hours, 100% in 96 hours

Expected Management and Supervision Staff: General Management personnel: 1 project manager, 1 assistant project manager, 1 project superintendent, 1 assistant project superintendent, 1 FEMA/City liaison, 1 quality control officer, 1 administrator with 1 clerk, 1 subcontracting officer, 1 safety and health officer, 1 accountant with 2 clerks and data entry personnel as required; **Expected personnel per TDSR Site:** 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 7 or 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 3 to 5 additional laborers for separation and other material handling

Quantity of equipment per site: 1 grinder, 2 excavators and/or backhoes with grapples, 1 dozer, 1-wheel loader with rake, 1-wheel loader with bucket, 1 maintenance truck, 1 water truck for fire suppression, 1 to 2 inspection towers, 1 hazardous materials containment area.



Methodology for accepting and measuring of debris: Inspection – From the constructed tower, the City's designated monitor will determine the capacity of the truck and estimated load volume (percent capacity) and evaluate the load for contaminants requiring separation. The monitor will instruct the driver regarding the appropriate dump location at the site and will verify the truck is completely empty following dumping. The monitor will complete the load ticket presented for each load delivered to the site.

Unloading - After inspection, the material will be forwarded to the tipping area supported by a wheel loader with rake and laborers. The laborers will inspect the debris and remove any contaminants. Contaminants that are hazardous will be handled by the hazardous toxic waste specialist, staged in the hazmat containment area, and disposed of in accordance with federal, state, and local requirements. Other contaminants, such as metal, will be separated accordingly.

Separation - While vegetative debris is generally the most voluminous debris stream, due to the nature of the storm, material separation is frequently required in order to properly and efficiently process the debris. Collection crews will separate grindable (vegetative) debris from non-grindable debris to the maximum extent possible during collection and loading operations. These loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be separated and sorted either manually or mechanically to remove the contaminants and then moved to the appropriately lined/fenced areas at the DMS.

Reduction - A wheel loader with rake will push material to the excavators and backhoes for loading material into the grinder. If the mulch produced from grinding is to remain on site for more than four weeks, the mulch piles will then be stacked no higher than 12 feet to minimize the potential for spontaneous combustion. Grinders will operate a safe distance from all other areas of the site to eliminate risk of injury from projectile debris from the grinder. The Dust Control plan will be implemented to ensure dust from the grinder does not impact the adjacent properties. All equipment in the vicinity of the grinders will be equipped with fully enclosed cabs. If burning is allowed, the debris, once piled in the vicinity of the burn pit area, will be fed into the Air Curtain Incinerator in such a manner as to promote complete combustion. The backhoe will also set aside for forwarding any material that would process more efficiently in a chipper/grinder, such as large diameter logs or stumps. The Air Curtain will be operated at least 100 feet from any stockpile of debris and at least 1,000 feet from any occupied structure.

Final Disposal – Once debris measurement and processing operations are complete, the separated non-grindables will be recycled to the maximum extent possible. Metals and concrete will be baled, crushed, or otherwise processed for transport to recycling facilities. Clean that has been processed into mulch will be loaded into live bottom or similar hauling vehicles for delivery to the final disposal location. Mulch will be applied or disposed of at a site(s) approved by the City, as appropriate. The handling of incinerator ash material will comply with all federal, state, and local laws and regulations.

Site Closure - The Site Restoration and Environmental Survey Plan will ensure that restoration of the site will meet the owner's requirements and local regulations. In addition to site cleanup and removal of all debris, the site will be returned to its pre-storm condition or better via providing sufficient ground cover, grading, and seeding as necessary. An outside independent party may be employed to conduct a post utilization environmental survey in order to ensure satisfactory site conditions. Site closure is normally accomplished within 30 days of receipt of the last load of disaster related debris.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

Event Type: 7

Catastrophic Event – Total Management – City-wide

Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Doral office

Total management would effectively combine the two above Catastrophic Events Types: 5 – Removal, reduction, hauling, and separating mixed debris along with 6 – Site Management

Number of TDSR Sites: 6 to 8

Location of TDSR Sites: To be determined

Size of TDSR Sites: 5 to 20+ acres

Type of Equipment: Self-loading knuckleboom trucks, dump trucks/trailers for the ROW/ROE loading and hauling to the temporary sites; and grinders, excavators and/or backhoes with grapples, wheel loader with rake, wheel loader with bucket, maintenance truck, water truck for fire suppression, debris inspection towers, and hazardous materials containment area for site management

Total Expected Cubic Yards of Debris: up to 2,300,000 CY

Quantity of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers, approximately 75 crews with approximately 209 trucks

Expected Management and Supervision Staff: General Management: Citywide (per site personnel listed separately below): 1 project manager, 1 assistant project manager, 6 to 8 site superintendent(s), 1 project superintendent, 1 assistant project superintendent, 12 to 18 foreman, 1 FEMA/City liaison, 1 administrator with 4 clerks, 1 quality control officer, 1 safety and health officer, 1 public relations officer, 1 accountant with 1 clerk; **For each TDSR Site, listed as follows:** 1 site manager, 1 assistant site manager,

2 foremen, 1 lead man, 5 to 8 heavy equipment operators, 3 to 6 flaggers for traffic control, 3 to 5 additional laborers for separation and other material handling per each TDSR site.

Methodology for Scheduling and Routing the Removal of Debris: Ceres would provide crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by knuckleboom self-loading trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the City field representative. A Ceres site manager will be installed who will manage the TDSR site operations. Operations at the various TDSR sites would be congruent with the method of operations as listed above, from site inception, preparation, debris acceptance, separation, processing, haul out, and site closure. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

The project manager together with the project superintendent would interface daily with City representatives to review the previous day's progress and would assign streets and geographic territories to crews based on previous progress and input from City representatives.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

G.4 Documentation and FEMA Knowledge

From experience on over 300 FEMA-reimbursed projects, Ceres Environmental Services, Inc. knows that accurate and organized recordkeeping and reporting is vital to the successful completion of a project and full FEMA reimbursement. To meet this need, Ceres starts with training and education covering changes in FEMA rules, regulations and policies with follow-on topics including debris management planning and review. During the project, Ceres works to ensure debris eligibility and proper documentation for NTPs, work orders, debris site permits, truck certifications, load tickets, tree tickets, haul out tickets and final disposal locations. After the project is complete, Ceres assists in project closeouts with State and FEMA, supports clients through FEMA Requests for Information (RFIs), OIG audits and arbitration, attends post-project briefings, and provides lessons learned and recommendations for the next project. This careful attention to FEMA rules, regulations and policies, compliant documentation and strict internal quality control procedures serves to protect City of Doral's FEMA reimbursement and future budgets. **Throughout Ceres' history, no client has been denied reimbursement for eligible work Ceres has performed.**

Ceres has FEMA reimbursement liaison officers on staff that provide expertise to Ceres and the City in order that all Project Worksheet activities and other reimbursement documentation are filed successfully.

Training

The Ceres Pre-Event Training Program covers a wide array of disaster topics and is tailored specifically to the City's needs and education. Topics focus on three different timelines to better understand the entire contract life cycle:

- What can we do today?
- How do we respond to the event?
- Where do we go from here?

These timelines allow Ceres to develop a Pre-Event Training Program based on the specific needs and education of each client. Clients with little or outdated debris experience may want to focus on debris planning or Doral-Ceres response immediately following an event. Conversely, clients with recent and repeated experience from 2016 and 2017 hurricane seasons may want to focus on project documentation after a debris project is complete. Below, we break down each of the three timelines to expand on the Ceres Pre-Event Training Program.

What can we do today?

Ceres routinely works with clients on what can be done today in clear skies. The topics are:

- **Disaster Debris Management Planning**
 - Review of existing Emergency Operations Plan and Disaster Debris Management Plan – Using FEMA's Debris Management Plan Job Aid, Ceres reviews existing debris management plans for the 10 basic elements of a comprehensive plan. Further still, Ceres offers internal lessons learned from past projects to bolster the effectiveness of the plan and uses other Federal and State guidance as an additional check, including U.S. EPA's *Planning for Natural Disaster Debris*.
 - Draft a Disaster Debris Management Plan – Ceres personnel have written tens of disaster debris management plans for local governments, State governments and the U.S. Army Corps of Engineers. Recently, following Hurricane Dorian, Ceres wrote the disaster debris management plan for the Commonwealth of the Bahamas which was also adopted by the United Nations Developmental Programme, Caribbean Region.
 - Disaster Debris Management Plan Workshop – Ceres provides a classroom-style training covering the various planning considerations for the emergency push operations, debris estimating/preliminary damage assessments (PDAs), debris collection strategies, locating and identifying temporary debris sites, pros/cons of different debris reduction methods, final disposal options, debris monitoring, OSHA compliance and safety, environmental protection, historical preservation (Section 106 compliance) and countless others.

- **Changes in Federal and State Guidance**

- Continued Growth: Changes in FEMA Policy – Ceres provides classroom–style training to highlight changes, or considered changes, in FEMA rules, regulations and policies. During past trainings, Ceres has focused on changes in FEMA procurement policies, introduction of the Public Assistance Program and Policy Guide and recent Disaster Specific Guidance from hurricanes Harvey, Irma, Maria, Florence and Michael.
- Recent State Legislative Changes – As States gather more experience, their response mechanisms often change. Recently, Ceres gave a presentation to the American Public Work Association, Texas Chapter regarding the recent State legislative changes and the implementation of the State’s new Catastrophic Debris Management Annex.
- Know Where to Look: Additional Funding Mechanisms for Debris – Ceres expands on little known or understood alternative Federal grant programs that offer additional funding for debris through NRCS, FHWA, USACE, USDA, USDOL and HUD.

How do we respond to the event?

The Ceres goal with each client is to develop a partnership that seamlessly integrates two diverse teams to realize a quick and organized debris management project. To achieve this goal, we say how do we respond in an event? The topics are:

- **Tabletop Exercises** – Ceres offers and/or participates in disaster exercises with clients to better understand the client’s disaster response mechanisms. When developing exercises for a client, Ceres addresses the highest client-specific disaster risk, i.e. hurricanes or tornadoes. The exercises include pre-event activities leading up to disaster impact, immediate response following the aftermath of the disaster and subsequent transition to long-term debris operations. Throughout the process, Ceres uses sealed manila envelopes to surprise participants with various debris related issues, such as a damage to a curb stop by a debris hauler, debris site is full and require an additional site, etc.
- **Tricks of Trade: Tough Lessons Learned from 45+ Years of Experience** – Just over the past 4 years, Ceres has responded to 100+ federal-funded contracts, performed over \$500mil in projects, and worked in 3 distinct islands groups in the Caribbean and across the U.S. With those experiences, Ceres has learned a lot. This classroom like training covers those experiences and how we currently adapt the lessons learned into our ongoing and future operations. Two such topics include private property debris removal requests and commercial debris removal requests, both of which Ceres has extensive experience assisting local FEMA funding
- **Communication with a Displaced Population: How Can We Do It?** – This is a classroom-style training with breakouts into teams to develop catch phrase and different ways to communicate to the City’s residents. Ceres focuses on different methods of communication with shelter-in-place, evacuated and displaced residents while developing content that expedites debris removal and fits Doral’s recovery timeline. During the training, Ceres provides sample videos, radio advisories, newspaper articles, door hangers, mail inserts, social media posts, etc.
- **Document, Document, Document: Debris Monitoring** – Accurate and compliant documentation is critical to FEMA reimbursement. In this classroom-style training, Ceres discusses debris monitoring in each phase of a debris management projects and what information is critical to FEMA reimbursement. We look at technological advances in debris monitoring like automated debris management systems and discuss critical elements of a 214 Activity Log, truck certification, load ticket and tree ticket.
- **Back to the Basics: Debris Management 101** – This is a classroom style training focused on providing inexperienced client personnel with an introduction to debris management operations.
- **Keeping It Between the Lines: Working with Regulatory Agencies for Debris** – Numerous State and Federal agencies and departments have a role to play in a debris removal project. This classroom style training focuses on various debris guidance from OSHA, EPA, EHP
- **Behind the Curtain: Becoming a Ceres Project Manager** – In short, this is the training Ceres offers to incoming and returning project managers. This helps client personnel understand the considerations Ceres uses when establishing zones, assigning and dispatching trucks, selecting and constructing temporary debris management sites, closing out zones, remediating damage and wrapping up a project.

Where do we go from here?

The topics are:

- **After Action Reports/Meetings** – Ceres is a very big proponent of after-action reports and meetings. What did we do well? What did we do poorly? Ceres brings an honest and introspective view to Ceres operations and the debris project as a whole. Since 2016, Ceres has expanded different elements of internal operations based on action items from these meetings. For example, following hurricanes Harvey, Irma and Maria, Ceres invested in more knucklebooms and grinders to insulate the company from subcontractor no shows and skip outs – unless your name is on the side of the truck, you cannot guarantee a response time. Ceres name is on the side of those trucks.
- **Avoiding the Disaster After the Disaster: Your FEMA Reimbursement** – Ceres focuses heavily on ensuring our clients are reimbursed for all disaster debris work performed. Topics vary depending on the audience (Finance vs. Procurement vs Public Works) and the knowledge level but can include the following.
 - Procurement Conducted Under Exigent of Emergency Circumstances (FEMA Fact Sheet)
 - Elements of a Project Worksheet (FEMA Fact Sheet 9580.5) – Ceres discusses various elements of Project Worksheet and focusing largely on damage description, scope of work, cost estimate, contract documentation and materials back up documentation.
 - Closing out debris projects with the State – Ceres helps package critical and frequently requested debris documentation in a usable and easily retrievable format.
 - Preparing for an OIG Audit – Ceres reviews past FEMA OIG entrance questionnaires and pulls recent OIG reports to better understand debris issues and pitfalls to local government responses.
 - Responding to FEMA RFIs – Ceres routinely helps clients gather documents and develop responses to FEMA Requests for Information.
 - Ready for Arbitration – On a few occasions, Ceres clients have run the course with FEMA RFIs and opted to head into arbitration. Ceres assists clients and their legal representation in developing arguments to successfully win arbitration hearings.

Reimbursement Assistance

Ceres has experienced personnel trained in providing the necessary documentation and assistance in the preparation of reimbursement claims for the City. If requested, Ceres will provide the City with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Our FEMA reimbursement liaisons have supervised and trained personnel on disaster response and relief efforts in New York following 9/11 and on subsequent events including Hurricanes Ian, Ida, Laura, Delta, Sally, Michael, Irma, Maria and Florence. We can help a local government make certain that federal funding approvals are followed by timely reimbursement.

Program Management Assistance

Ceres is experienced and trained to provide all of the following services to the City:

- Developing Preliminary Damage Assessment (PDA) for Submittal to State and FEMA
- Emergency Work Definition and Application to Doral (Category A and Category B)
- Permanent Work Definition and Application to Doral (Categories C through G)
- Assistance with Applicant's Briefing
- Identifying Expenditures Eligible for Reimbursement
- Review of Scope of Work
- Recovery Process Documentation
- Recovery Process Oversight
- Force Account Labor Assistance
- Preparation of Project Worksheet (PW)
- Review of records system for applicability to State and Federal Requirements
- Orientation and training of client personnel on documentation requirements
- Assist in the establishment of the "Clerk of Records"
- Claim Documentation
- Public Service Announcements

Documentation – Field Operations

Ceres has its own forms for truck certification, load tickets, force account labor and equipment, man-hours, and equipment supplied. Ceres is pleased to provide these, and any other forms needed for the City.





Ceres often provides these forms to clients during disaster response projects. For example, Ceres performed debris removal for Indian River County following back-to-back hurricanes Matthew and Irma in 2016 and 2017. Since the County performed its own monitoring, Ceres brought its own truck certifications, load tickets, and other required forms for the County monitors' use. During project closeout, Ceres scanned all truck certification and load tickets and provided back to the County for recordkeeping. Lastly, Ceres has transitioned its time and materials logs for emergency debris clearance to mirror an ICS Form 214 more closely. This is the standard ICS form used in emergency management to log activities performed by various ESFs. By mirroring this form in our own activities, Ceres can more seamlessly assimilate into City of Doral's emergency response functions and quicken PW development and cost tracking.

In addition to its proprietary forms, Ceres is also familiar with the sample forms included in the 2021 version of the Public Assistance Debris Monitoring Guide and the guidance provided by the Public Assistance Program and Policy Guide (PAPPG v4). These FEMA publications provide guidelines for debris management from preparation to concluding response and offer multiple sample forms for use during monitoring, including load tickets and truck certifications.

Ceres is also intimately familiar with PAPPG, Title 2 of the Code of Federal Regulations (CFR) Part 200 Procurement Standards, the Procurement Disaster Assistance Team Field Manual (2019 version) and other pertinent FEMA policy guides, fact sheets, and disaster specific guidance. Ceres maintains this information in a central repository to quickly compare policy guide revisions and distribute it to clients. When FEMA transitioned from 44 C.F.R. 13.36 to 2 C.F.R. 200, Ceres and its attorney wrote a crosswalk article highlighting the changes from one set of regulations to the other (The Construction Lawyer, Volume 36, Number 4, Fall 2016, Emergency Contracting: Avoiding a Disaster After the Disaster). In short, Ceres has access to and understands the various rules, regulations and policies required to meet FEMA reimbursement guidelines.

Ceres has recently expanded its field operations reporting with the latest ESRI GIS software suite, ArcGIS 10.7TM. Ceres is able to create sector, zone and subzone maps to augment completion of PDA Forms, provide better estimates of debris quantities/types, track the progress of debris collection operations and help closeout zones/subzones. In totality, ArcGIS helps create a common operating picture between Ceres, its various department and the City. ArcGIS has become an integral part of Ceres overall operations and is developing a common operating picture within Ceres and among our partners.

To highlight the importance of ArcGIS, Ceres recently implemented the software suite during Ceres' completion of CalRecycle's Camp Fire debris removal project, as well as for ongoing operations in Abaco, Bahamas from Hurricane Dorian. Ceres can tailor forms and reports with

 Quality Control Form Debris Removal		
Submitted Time: 10/05/2019 7:01 AM		
APN: 058-520-009-000		
Address: 058-520-009 BARDEES BAR RD		
QC Name	Mike Randall	
SUB	P31	
TF	9	
Weather Conditions	Weather Class	Class A
	Min Temperature	45
	Max Temperature	70
	Precipitation	0
Unique Features	Yes, Steep rutted driveway to top site	
Access	Poor up top, bottom is good.	
Rock	Yes, 3 loads on driveway	
Proximity to Stream or Watershed	Neither	
Walls or Chimney	No	
Multiple Outbuildings	No	
Vehicles	Yes, 1 pick up truck	
Pool	No	
Fencing	No	
Property Progress	Start: 60, End: PFI	
Picture #1		

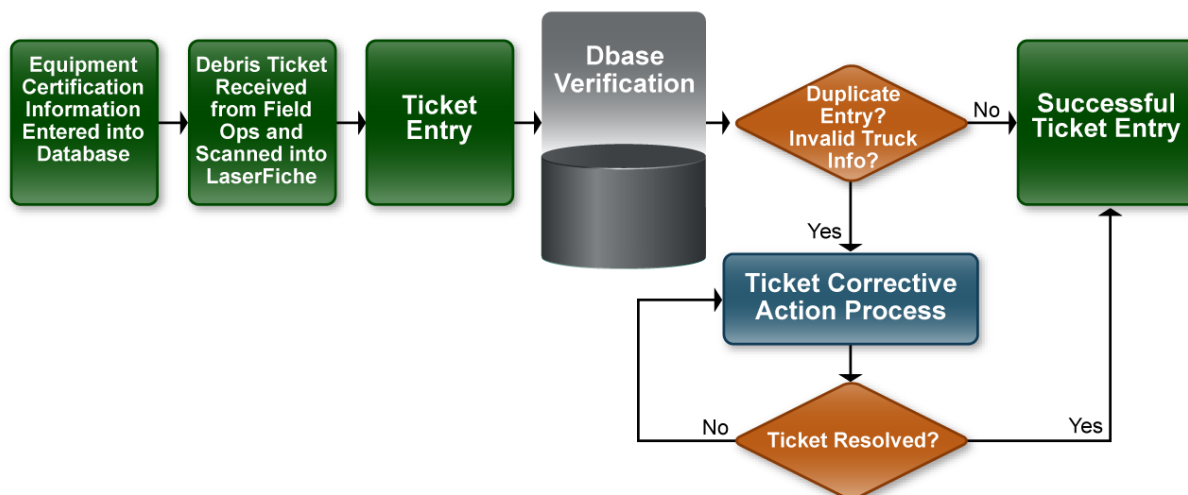
each project to capture required information and help create an administrative record to protect the City FEMA reimbursement. A screenshot of a sample report is provided on the previous page; complete copies are available upon request.

Documentation – Administrative

Tickets and Truck Certification Forms are the foundation of the major expenses on most projects. Tickets are designed in several versions depending on what information is required. Tickets may track debris by cubic yard, tons, each, or load. The debris stream may also influence the ticket form that is selected for any particular project phase. Truck Certification forms are also critical documentation that must be accurately and carefully recorded. These forms are carefully structured to ensure that all necessary information, as required by FEMA, is recorded. FEMA requires signed truck certification forms for every vehicle hauling on the project and a signed dump ticket for every load. Ceres supplies these 5-part carbonless forms if the City wishes.

Ceres has developed a powerful custom database that links key components of documentation including the truck certification database, ticket database, and the database containing all of the images of each individual ticket and the truck certifications. Ceres' ticket database has been in use for more than 10 years and is easily modified to meet the varying needs of our clients. The database is also designed to make data entry easy. One data entry person, with minimal training, can enter over 700 tickets per day. Drop down selections, short cuts and static information retrieval make data entry fast and accurate. The system does not allow entry of duplicate tickets thus preventing duplicate billing and duplicate payments. The system does not allow a ticket to be entered with an amount that exceeds the certified load amount of the truck. Additional features of this custom software make it flexible enough to record data that is known to be required for a particular circumstance or project. Ceres maintains separate databases for each project to ensure that data integrity is maintained.

Each completed truck certification form and each load ticket are electronically scanned at the field office and then transmitted to an imaging database located on a secure Ceres server outside the disaster area. The scanned information is then retrieved by our data entry staff and entered into the appropriate project database under normal office conditions. Database rules require that first the truck owner (Ceres or one of its subcontractors) and then the individual truck be established in the database before the system will accept any load ticket information for that truck



Ceres 00

This flow chart illustrates the data flow and system logic for handling completed load tickets. The system will check for a non-duplicate ticket number, a valid truck number and that the load does not exceed the verified capacity of the truck before information will be saved in the data base.

Ceres has taken great care to develop both policies and procedures that can be consistently applied to every project. The Ceres "Data Entry/Accounting Procedures" manual is used to provide guidance to our data entry personnel, so all data is entered in a consistent manner to ensure data integrity. This extra planning makes the implementation of a project easier and faster. Additionally, the use of advanced

communication technologies, such as wireless and satellite internet connections; cell phones with voice, data and text; and electronic imaging of paper documents, allow Ceres to simultaneously manage multiple projects, in multiple states. All reimbursable activities under a particular contract, for example, stump removal, operation of hourly rate equipment, and personnel hours, are recorded by our operations staff.

At any time, Ceres' image databases (images include both tickets and truck logs) are available to all our governmental customers as password protected read only files on the internet. The data has been used for audits by such Federal agencies as the U.S. Army Corps of Engineers.

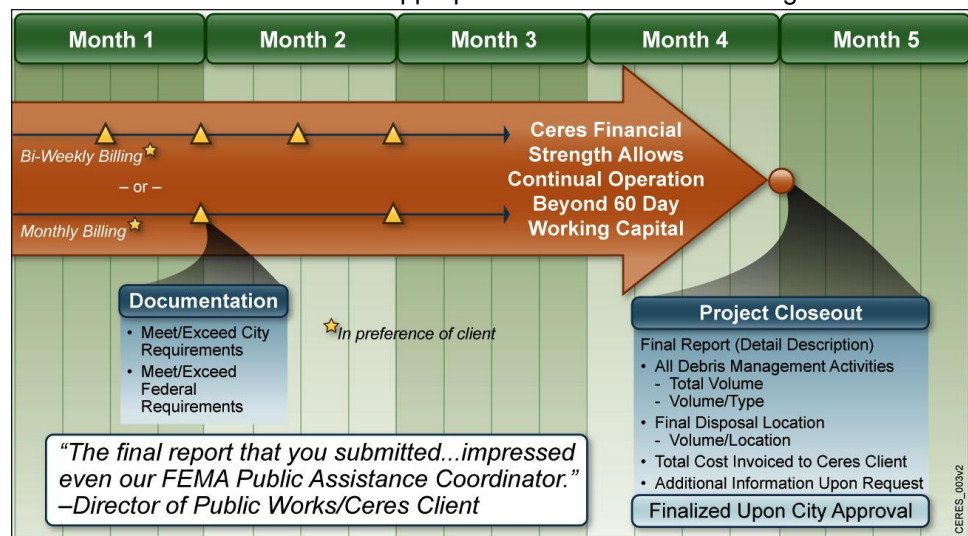
Ceres audits the database for inconsistencies, data entry error and data integrity daily. This ensures that records of all potentially reimbursable activities are acceptable and auditable by FEMA.

Both standard and custom reports can be generated from Ceres databases. These reports are used to invoice work performed to the Client, to pay subcontractors, and to provide management/field operations with production reports. This information is readily shared in a variety of formats.

Invoicing

Ceres can invoice the City on a weekly, bi-weekly or monthly basis and in any format the client or a client's representative requires. Each invoice is submitted with appropriate documentation relating to the services provided.

Documentation shall meet or exceed City and federal requirements for funding and reimbursement purposes. Ceres will provide technical assistance to the City in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the



Invoices are generated as contractually agreed with all necessary supporting documentation. Project closeout is expedited by automated controls on truck identification, load sizes and ticket number validity.

City throughout the invoicing and reimbursement process long after the work has been completed. Ceres' financial strength enables Ceres to operate within the working capital requirement of the contract.

Internal Audit

Ceres regularly conducts internal audits of the debris data to ensure foul play is not occurring on the project. For example, a Project Accountant will run reports on the average load calls, number of hauls per day, and total cubic yards hauled per day. That information is then compared for every truck to determine if someone falls outside the expected range. If a truck is below or above the expected range, the Project Manager or QC team will review the work of the individual truck and generate a report to document the discrepancy. Additionally, our GIS team may map all the collection locations across the City. One area seems to have tens of loads originating from the same or close by location. Similarly, the Project Manager or QC team will review the work and generate a report to document the discrepancy.

Monitoring Consultants

Many of Ceres' clients choose to contract with a firm providing monitoring services. The services provided by a monitoring firm may include: damage assessment, training, emergency and pre-event planning, direct communications with the City, incorporation of City forms and FEMA forms, post-event construction management, funding, and grants management. To eliminate any question of conflict of interest we will not involve ourselves in the actual selection process and we do not endorse nor recommend any of the

monitoring companies. We do strongly recommend that the City verify that the proposed monitoring firm is not de-listed by the federal government on the “Excluded Parties List System” at www.epls.gov.

Ceres maintains extensive experience working with almost every debris monitoring firm in the industry today. Given the countless projects with each debris monitoring firm, Ceres understands the ins and outs of each firm’s response and recovery structure, their respective automated debris management system (ADMS) and their respective invoicing procedures to ensure compliant documentation and payment recommendations. This seamless integration happens at the field level with truck certifications, monitor dispatches, zone assignments, zone closeouts and the administrative level with contracts/pricing schedule during project kick off, final disposal permits/documentation, ADMS login/downloads, and invoice reconciliation. Each day, Ceres’ accounting staff imports the monitor’s ADMS data by mapping the Excel spreadsheet and uploading it to Ceres database. Ceres’ accounting staff then reconciles the previous day’s data, identifies inconsistencies, and communicates those inconsistencies back to the monitoring firm to help ensure data integrity used in reports and invoices. Much of these elements happen outside the purview of the City, but because of the experience with each debris monitoring firm, Ceres can anticipate your needs and proactively help fill out Doral’s contract record for FEMA reimbursement.

Production Reporting

Ceres has developed specific procedures to ensure proper and thorough documentation of daily project activities and adherence to strict quality control requirements. Daily documentation required for each debris management project will meet or exceed contractual, FEMA or other agency requirements. Ceres has developed project-tracking forms to ensure accurate reporting. In addition to the forms already mentioned, other forms include truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports. From this information, Ceres can provide daily, weekly, monthly and quarterly reports as requested by the client. A few reports generated for clients in the past 5 years include Diversity Plan Monthly Status Reports, Paid Summary Reports, and Utilization and Data Monthly Reports. Ceres strong and accurate field administration feeds the production reporting developed and submitted by the accounting staff.

G.4 Quality Control Plan

Introduction and Project Overview

Ceres Environmental Services, Inc. has developed this Quality Control Plan with the intent to describe the elements of anticipated work and methods to establish and maintain an inspection system that will ensure performance of the work in conformance to the requirements of the contract. Prior to the development of any project-specific Quality Control (QC) System, the contract specifications will be carefully reviewed to ensure the QC system implemented will meet related requirements. Fundamental to the Plan is our understanding that:

- Authorized agency personnel have the right, at periodic intervals on the job, to inspect and test all services called for by the contract in order to determine performance quality and contractual compliance.
- Ceres must furnish agency representatives with reasonable facilities and assistance for the safe and convenient performance of such inspections, and
- If Ceres does not promptly perform services and/or take necessary actions to conform to contract requirements, the agency may perform said services and charge Ceres or terminate the contract for default.

Quality Control Organization

The Quality Control Manager (QCM) will implement, control and maintain the Quality Control program. The QCM will ensure all QC Supervisors and Officers are adequately trained to perform the functions of their assigned duties, and that daily documentation is prepared by each QC Officer relative to production and quality of work performed. The QC Manager will monitor the progress and quality of work, stop work where non-conformances are found and initiate appropriate corrective measures, and ensure each new task order is reviewed prior to start of work to ensure work plans conform to contract requirements. The QC Manager will also ensure the preparation of Daily Progress and Production Reports with timely submittal to the agency in accordance with contract specifications.

QC Staff Qualifications and Responsibilities

QC Manager

A qualified and experienced Quality Control Manager (QCM) will be assigned to this project and will be responsible for implementation and overall management of the project QC program. The QCM will have experience in the fields of engineering, project management, construction quality control, and inspection and supervision of residential and commercial construction.

QC Area Supervisor(s)

According to the nature of the storm and resulting damage, an appropriate number of Area Supervisors will be appointed to coordinate QC activities under the supervision of the QCM. The Area Supervisors will be experienced in field administration of CQC programs as well as crew management.

QC Sector Supervisor(s) and Qualifications

Reporting to the QC Area Supervisor will be QC Sector Supervisors. These Sector Supervisors will be responsible for administering the QC Program for their sector and for the daily work activities and performance of the Quality Control officers.

Definable Features of Work

The following list includes those tasks that have been identified as “definable features” relative to work performed under this project. A definable feature of work is a task that is separate and distinct from other tasks and that required separate quality control requirements.

Mobilization	Ceres personnel and equipment; subcontractor personnel and equipment assignments and mobilization to work area; simultaneously prepare contract-specific Operations Plans, QC Plan and Site Health and Safety Plan.
TDSR: Set-Up/Management	Conduct baseline environmental survey, set up tower, portable toilets and sanitation stations, HHW pit, roads/signs

Debris Collection/Loading/Hauling	Segregate, collect and transport debris from ROW properties. QCs to use paper load tickets until ADMS operational, then QCs will use HHU and Smart Cards to generate load information.
White Goods	Determine condition: Freon-containing units must go to processing location for recovery of refrigerant. Units with food waste will be secured during transport to processing center where waste can be properly removed and disposed. All other units may be transported to recycling location.
HHW	Segregate, transport and stage at designated location in TSDR site prior to final shipment to designated incineration site. Crews must have Hazwoper certification; QCs subject to training course prior to monitoring HHW collection.
E-Wastes	E-waste will be transported to designated location for proper recycling or disposal.
C&D	C&D will be transported to the designated landfill.
Reduction: ACI or Grinding, Recycling	Debris reduced by grinding (vegetative) or incineration; repackaging for efficient transport to final disposal site.
Reduced Debris Disposal	Hauling of non-burnable debris to designated landfills (C&D, wood mulch, concrete and brick).
Site Restoration	Perform environmental sampling as appropriate, other cleanup and restoration activities
Site Closeout	Remove tower, portable toilet and sanitation station, final punch-list items

Safety Requirements

Information pertaining to specific safety requirements is maintained in the project Accident Prevention Plan (APP), the Activity Hazard Analysis (AHAs), the current version of the USACE EM 385-1-1, and task-specific operations procedures. At a minimum, the APP addresses worker protection, equipment safety, trimming loads, flaggers, work zone safety, and traffic control.

Training Requirements

Prior to start of work, QC personnel complete an indoctrination training course that reviews QC procedures applicable to the project as well as specific health and safety practices and procedures. This introductory course provides an overview of the project objectives; introductions to key personnel; information regarding the QC’s authority and responsibility relative to enforcement of health and safety requirements; and QC monitoring requirements, procedures and documentation requirements. In addition, this course reviews the AHA for the project; emergency response and accident reporting information; personal protective equipment requirements; load preparation requirements; traffic control requirements; flagger training and use requirements; and general work zone safety policies and practices.

Submittal Control

Use of the Submittal Register

Submittals required by specifications and/or requested by the City will comply with the procedures discussed in the contract specifications. Each submittal will be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, an internal team that includes the Operations Manager and the QC Manager will review all documents requiring submittal.

Submittal Control Officer

The Submittal Control Officer will be responsible for the preparation, documentation and tracking of each transmittal.

Deficiency Tracking

Deficiency tracking procedures will be in place through all aspects of the project specifications. The key areas where deficiencies may occur include all definable features. As the work progresses, continuous inspections will be performed by QC Officers and Supervisors to ensure the work conforms to contract specifications. Where non-conformances are identified, the QCM will ensure they are recorded on a

Rework Item List, which will remain under the control of the QCM. This list will include recommendations for corrective measures and dates and responsibilities for completion of the corrective measures.

Subcontractors and Outside Organizations

Ceres intends to use local subcontractors and small, woman-owned, and disadvantaged business enterprises to the maximum extent practicable.

Reports and Forms

Ceres uses various forms to ensure proper documentation of critical items. These forms will be used to document monitoring and inspections completed by the QC Manager, Field Superintendents, and other responsible managers as identified by the QC Manager or Operations Manager. Daily production and quality control reports are typically prepared and submitted to the City representative by 7:00 a.m. on the following work day.

For each contract task, specific documentation procedures will be developed to ensure critical data is captured and documented. The documentation process, for example, for PPDR activities performed for this project will include:

- Weekly PPDR plan with crew assignments
- Route Inspection documentation to detail quality and safety compliance
- HHW inventory documentation in coordination with collection schedules
- E-waste and white goods documentation in coordination with respective collection schedules
- Concrete collection documentation in coordination with PPDR collection crew schedules
- SME, ACM and similar unique materials will be inventoried on specific documentation in coordination with collection schedules
- Photographic and GPS documentation of each property prior to and following debris removal activities
- Daily QC reports to document crew information, equipment usage, man-hours and general work performance

G.5 Safety Plan

Employee and contractor safety is the ultimate goal of Ceres Environmental Services, Inc. Each employee and contractor – from upper management to equipment operator – has the responsibility to conduct our business operations in a safe manner without injury to persons; interruption of production; or damage to property, equipment, or materials. Ceres has developed a Corporate Health and Safety Program that details authorities and responsibilities regarding the overall corporate safety and health program. This plan provides mechanisms for communicating responsibilities and expectations of all personnel regarding workplace safety and health.

As a part of the Plan, Ceres recognizes and follows all requirements of EM 385-1-1, and adherence and compliance with the federal OSH plan, and all applicable State OSH plans. Key elements of the Ceres corporate-wide safety and health program are management commitment, supervisory accountability, and employee support and collaboration. Everyone is expected to comply with established work practices; to actively participate in the safety programs and initiatives of this company; and to be responsible for his or her personal safety and the safety of others.

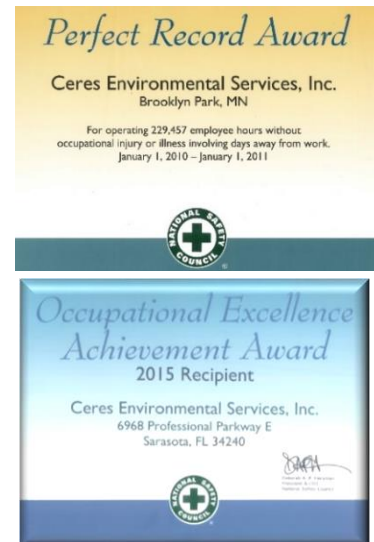
These plans have been established to provide mechanisms through which Ceres can communicate responsibilities and expectations of all personnel with regard to workplace safety. Each individual is expected to comply with the established work practices, to assume responsibility for their own safety, and to actively participate in the safety programs of this company.

A recent milestone in our safety portfolio is our exceptional rating with the Federal Motor Carrier Safety Administration (FMCSA). Of 24 inspections in 24 months, Ceres combined out of service rate for vehicle, driver and HAZMAT inspections is zero in six (6) driver and HAZMAT categories. Ceres has a perfect record, substantially below the national average, in the remaining three (3) vehicle categories.

Ceres worked approximately 650,000 manhours without a single lost time injury in Southwest Georgia in 2018-2019. Our use of equipment safety inspection stickers that were a part of the placarding process ensured that equipment was in good working order, and in total 1,628 vehicles were placarded. Ceres supervised an estimated 1,600 people on this job at its peak. Given the number of people and duration of the project, this is a strong demonstration of Ceres commitment to safety.

Ceres takes special care to minimize the risk of injury in the disaster area to both our workers and the general public – safety first – and as result of our very successful efforts, Ceres received the **National Safety Council Perfect Record Award** for operating nearly 230,000 employee hours without occupational injury or illness in 2010.

We were a 2015, 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses.



Responsibilities

Workplace safety is the responsibility of every individual associated with this organization, for it is only with the continuous and combined effort of all individuals that a safe work environment can be developed and maintained. Specific responsibilities for safety have been established for the executive, managerial, supervisory and employee levels of this organization. The following responsibilities are considered the minimum effort and responsibility that is expected of all individuals.

Executive

Executive leadership and commitment are paramount to the success of any safety program. The role of the executive includes the following functions:

- Issuance of a formal health and safety policy
- Support of health and safety program development and implementation

- Protection of company assets, including personnel and property
- Commitment to providing products and services produced in a safe environment

Managers

Managers have the overall responsibility of ensuring safety programs and procedures are properly developed and implemented. Managers are responsible for:

- The implementation and maintenance of health and safety programs
- Ensuring compliance with applicable federal, state, and local health and safety regulations applicable to each work site
- Monitoring accident trends and implementing appropriate corrective actions to reverse or control the trend
- Ensuring all accidents are promptly and thoroughly investigated
- Ensuring all safety rules, programs, and procedures are enforced
- Ensuring appropriate equipment and materials are provided in support of safety programs
- Ensuring communication between supervisors, employees, and contractors is maintained regarding job and site safety requirements
- Ensuring appropriate training and educational programs are provided to all supervisors and employees
- Actively participating in safety committee activities and monitoring recommendations and corrective actions
- Auditing this program on at least an annual basis for company compliance with the stated policies and for areas of potential improvement

Supervisors

Supervisors are generally responsible for creating a safe work environment and for integrating safe work practices and procedures into work activities. Supervisors are responsible for:

- Providing a hazard-free or controlled work environment for all personnel
- Educating employees in safe work procedures and techniques
- Enforcing the use of safety equipment and safe work procedures
- Ensuring the site is properly secured prior to work activities
- Conducting regular meetings with site workers and contractors regarding project activities, procedural changes, and safety requirements
- Supervising and evaluating overall worker performance and implementing appropriate corrective measures as needed to protect all site personnel
- Monitoring the work site regularly for human, situational, or environmental factors that could cause or contribute to accidents and implementing appropriate controls
- Investigating promptly all accidents to identify contributing factors or actions and implement corrective actions to prevent a recurrence
- Actively supporting safety committee functions and employee educational and training programs

Employees

Well-trained and educated employees are the greatest asset against injury, damage and illness in the workplace. Executives, managers, and supervisors are responsible for developing, implementing and enforcing the safety policies, programs and procedures, but employees have the ultimate responsibility of combining these work practices with job activities on a daily basis. Employees are responsible for:

- Observing safety rules and procedures
- Recognizing and reporting observed potential hazards to the Field Supervisor
- Maintaining safety equipment in good condition and ensuring damaged equipment is repaired or replaced
- Developing good health, hygiene, and housekeeping practices
- Reporting all accidents and injuries immediately
- Participating in safety committee activities and training or educational programs

Identifying and Controlling Hazards

The identification and control of hazards can be accomplished by several means. One method employed by Ceres regularly is that of the Activity Hazard Analysis (AHA). The purpose of the AHA is to evaluate job activities relating to each project, identify potential hazards associated with each activity, and determine appropriate control measures. Such safety concerns are reviewed in project start-up safety meetings and subsequent weekly toolbox meetings, or as otherwise needed, to ensure all site personnel are aware of the concerns and the control measures or practices.

The Field Supervisor is responsible for ensuring completion of the AHA using the form included in this section of our proposal. Copies will be submitted to the Project Manager for review and comment prior to the start-up safety meeting or toolbox meeting. The Field Supervisor retains the original AHA forms in the project safety records file along with documentation of meetings with employees regarding the AHAs.

Accident Investigation

The prompt investigation of any accident or incident is an important tool that can be used to identify hazards and control measures. The purpose of accident investigation is to determine the hazards or conditions that contributed to the occurrence, and then determine appropriate control measures or corrective actions to eliminate or control those hazards or conditions.

All accidents, whether or not a recordable injury is involved, are investigated as soon as possible following the incident and at least within 24 hours. Recordable injuries are those where the injured party lost time from work, received medical attention beyond basic first aid, or was placed on a work restriction because of the injury.

Supervisory Investigation

Every recordable injury must be investigated as soon as possible following the accident. Non-recordable incidents are also investigated, and corrective actions implemented to prevent a recurrence with potentially more serious consequences. Each investigation must be documented using the Supervisor's Investigation Report included at the end of this section of our proposal. Indicate on the report whether the accident involved a recordable injury.

Management Review

Management will review each investigation report and provide additional input regarding corrective measure, if appropriate, and assist in ensuring corrective actions are implemented.

Management will also review all investigation reports periodically, and at least annually, to evaluate any trends or recurring problems and whether additional controls are needed. This analysis identifies those job functions where injuries occur most frequently and reviews the types of injuries that occurred. The company frequency and severity rates are also calculated and compared to the national average for the industry. Management includes this review process as part of the meeting agenda for the safety committee.

Record Keeping

All incidents should be recorded on the Accident Investigation Reports. Recordable injuries must be reported on the First Report of Injury form which is submitted to the Minnesota Occupational Safety and Health Administration department. All recordable injuries must also be documented on the OSHA 200 log which must be posted in the workplace annually between February 1 and March 1 for the prior calendar year.

Communication and Training

Ceres has developed a number of training and educational programs for their employees which vary depending upon job function and responsibilities. The contents of the AWAIR program and the Occupational and Preventative Medicine Program will be reviewed during New Employee Orientation and the annual Employee Right-to-Know training sessions.

Work-related hazards and control measures will be reviewed with site personnel at the project start-up safety meeting or during toolbox meetings held weekly throughout the duration of a project.

Communication is also facilitated between all company personnel through the Safety Committee. The function of the safety committee is to create and maintain an active interest in safety and to develop practices and procedures that will help eliminate or reduce workplace hazards.

The members of the safety committee meet on a regular basis to discuss matters such as accidents and control measures, employee concerns, and new operations or equipment. The minutes of each meeting will document the date, time and attendees of the meeting along with items discussed, the outcome of any inspections, new business, the status of prior or outstanding business, general comments, task assignments, and a tentative date for the next meeting.

Enforcement

Enforcement of safe work practices and procedures at the job site will be enforced by the Field Supervisor and Project Manager in accordance with the Ceres Disciplinary Action Standard Operating Procedure. Disciplinary Actions that may be administered by the Field Supervisor or Project Manager include verbal warning, written warning, and removal from the job. Disciplinary Actions for serious offenses, such as those violating company drug and alcohol use policies or some other offense resulting in endangerment of the employee or co-workers, will be administered by a Human Resources representative or Officer of the Company. Such actions may include suspension or termination. Please refer to the Ceres SOP regarding Disciplinary Actions for further details.

Any disciplinary action administered by the Field Supervisor or Project Manager must be documented. Safety Violation Notice forms are included at the end of this section of our proposal for such purposes. A copy of any such completed forms must be forwarded to Human Resources and the original retained in the job files by the Field Supervisor or Project Manager.

Occupational and Preventative Medicine Program

Purpose

We consider the health and safety of each of our employees to be of primary importance. Our objective is to conduct our business in the safest possible manner consistent with the Occupational Health & Safety Act, applicable contract regulations and good company health and safety practices.

Management recognizes the right of workers to work in a safe and healthy work environment. All employees, subcontractors, supervisors, and visitors will be held accountable for their health and safety performance.

The attitudes and cooperation of all in the promotion of accident prevention will assist in achieving our goal to make the job sites of Ceres Environmental Services, Inc. a safe place to work.

Policy – Preventative Medicine

Ceres Environmental Services, Inc. offers preventive immunization services for its employees who are assigned field responsibilities relating to disaster recovery/emergency response clean-up activities and/or contracts.

The services may include but are not limited to offering of immunizations, evaluations, treatments, and analysis of job exposures. Some jobs or work locations may require a pre-placement medical examination such as Commercial Drivers as required by (FMCSA 49 CFR 391.41). Some jobs may require immunizations such as remediation, decontamination or similar tasks. Employees should contact Ceres Corporate Health and Safety Manager to see what immunizations may be required and available.

An employee who is concerned about an exposure that could affect his or her health should tell his or her supervisor. The supervisor and Ceres Health and Safety Manager can analyze the potential exposure, provide information, and/or make appropriate immunization recommendations.

The following forms are used by Ceres health and safety staff.

ACCIDENT/INCIDENT INVESTIGATION REPORT
HR-016
(07/11/2000)

Employer: _____
Employee: _____ Age: _____
Position: _____

Incident Date: _____ Day: _____ Time: _____

Description of Incident: _____

Nature of Injury/Property Damage: _____

Contributing Factors: _____

Type of medical treatment provided and location: _____

Loss Severity Potential: High/Major _____ Medium/Serious _____ Low _____

Probable Recurrence Rate: Frequent _____ Occasional _____ Rare _____

Actions implemented to prevent recurrence: _____

Supervisor/Manager: _____
Name (please print) Date

Investigated by: _____
Name Date

Reviewed by: _____
Name Date

CERES ENVIRONMENTAL SERVICES, INC. ACTIVITY HAZARD ANALYSIS

Project Number: _____ Location: _____
Date: _____

ACTIVITY	POTENTIAL HAZARD	RECOMMENDED CONTROLS

AHA conducted by: _____ Date: _____
Name (printed)

ACTIVITY HAZARD ANALYSIS ASSESSMENT GUIDELINES

When conducting an assessment for potential hazards, sources of the following conditions and situations should be surveyed:

- motion

- temperature extremes

- chemical exposures

- hazardous dusts

- radiation

- sharp objects

- falling objects

- rolling or pinching hazards

- electrical hazards

- compression or impact hazards

The information obtained during the assessment should then be organized and evaluated to determine control points and appropriate personal protective equipment. Equipment should be selected based on the potential hazard and guidelines contained in the respective ANSI standard. Where appropriate, equipment must be fit to the employee and training will be completed for all employees prior to equipment use.

A document must be prepared and retained on site that certifies the evaluation has been completed and that identifies the area(s) evaluated, date, observations, and the identity of the individual certifying that the evaluation was completed. The AHA form included in this section of our proposal may be used to document the evaluation.

CERES ENVIRONMENTAL SERVICES, INC.

SAFETY HAZARD REPORT

Date: _____ Time: _____ Location: _____

Description of Hazard: _____

Signature of Reporting Employee

Safety Committee:

- Corrective Action Priority: Immediate
 Within 8 hours
 Within 48 hours

Signature of Authorizing Supervisor

Corrective Action Taken: _____

Work Completed by: _____
Name (printed) Name (signature)

Date: _____ Time: _____



Safety Violation Notice

Date of Violation: _____

Employee: _____

Supervisor: _____

The employee cited above violated company safety policy as stated below:

This employee was instructed in the safe working practices with regard to this violation.

Supervisor's Signature

Date

Employee's Signature

Date

- _____ First Violation
- _____ Second Violation
- _____ Third Violation
- _____ Fourth Violation

- I. Administration of the four-step disciplinary system in regard to violations of this policy. The system is as follows:
 - a. First Violation: Verbal warning; notation for personnel file.
 - b. Second Violation: Written warning; copy for file or personnel office.
 - c. Third Violation: Written warning; three-day suspension without pay:
 - d. Fourth Violation: Termination of Employment.

CERES ENVIRONMENTAL SERVICES, INC.

SUPERVISOR/SAFETY COMMITTEE SAFETY INSPECTION REPORT

NOTE: Explain in detail and/or submit recommendations in “Comments” section for all items in the “Needs Action” column. Document completion of recommendations and/or “Needs Action” items in “Follow up” column.

Date: _____ Time: _____ Location: _____

	Satisfactory	Needs Action	Follow up
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

Comments/Recommendations: _____

Inspected by: _____
Name (printed)

Date: _____

Reviewed by: _____
Name (printed)

Date: _____

**AGREEMENT FOR
EMERGENCY DEBRIS REMOVAL SERVICES**

**Between
CITY OF DORAL**

**and
DRC EMERGENCY SERVICES, LLC**

This Agreement for Debris Removal Services (“Agreement”) is made and entered into on this _____ day of _____, 2023, 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”), whose Federal I.D. No. is 63-1283729 (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the City is in need of a Contractor to remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to an emergency event, including but not limited to, hurricanes, tornadoes, windstorms, floods, and fires, or manmade disaster(s) such as civil unrest and terrorist attacks (“Services”); and

WHEREAS, the City issued an Invitation to Bid (“ITB”) No. 2023-05, entitled “Emergency Removal Services,” as more particularly described in Attachment “A,” a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, upon evaluation, Contractor was determined to be the third lowest most responsive and responsible bidders, and was selected as the tertiary Contractor; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the Contractor has agreed to provide the Services, as more particularly described in its bid, a copy of which is attached hereto and incorporated herein by reference as Attachment “B”; and

WHEREAS, the City wishes to enter into this Agreement with Contractor to provide the Services to the City, as tertiary Contractor, subject to the terms and conditions set forth herein and in the Contract Documents; and

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 Agreement as follows:

I. Incorporation of Documents

The following documents are incorporated by reference into this Agreement (collectively “Contract

Documents”):

1. Invitation to Bid (ITB) 2023-05 “Emergency Debris Removal Services,” and any addenda thereto (Attachment “A”); and
2. Contractor’s Bid (Attachment “B”).

In the event of any conflict between or among the Contract Documents, or any ambiguity or missing specifications or instruction, the following priority is established:

1. First, this Agreement.
2. Second, Invitation to Bid No. (ITB) 2023-05 “Emergency Debris Removal Services”
3. Third, Contractor’s response to the ITB.

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

Contractor agrees to provide disaster debris removal and disposal services as the tertiary Contractor, as more particularly set forth in the Contract Documents, including but not limited to, providing all expertise, personnel, materials, transportation, supervision, and all other services to rapidly respond to volumes of wide-scale debris. Activities shall include, but are not limited to, removing, processing, and lawfully disposing of disaster generated debris from public property and public rights-of-way in response to an emergency event.

Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), the Stafford Act, and any other governmental agency with jurisdiction over response and recovery actions, including the City’s requirements. Contractor will be responsible for staying current with all FEMA and other agency guidelines and regulations.

The City shall issue an official Notice to Proceed for the Services. The Notice to Proceed shall be sent by email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed. The Contractor shall begin preparation for mobilization immediately after receiving the Notice to Proceed. **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 City reserves the right to request from the contract to stage personnel and equipment at a safe City facility to expedite the recovery phase.** If emergency road clearance is needed, Contractor shall have crews working within twenty-four (24) hours. The City may issue a Notice to proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order

to allow sufficient time to prepare for commencement of operations.

The Services shall be performed by Contractor to the full satisfaction of the City. Contractor agrees to furnish all labor and material in a good and workmanlike and professional manner to perform the Services. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly. Contractor agrees to immediately inform the City via telephone and in writing of any problems that could cause damage to the City's property, improvements, and persons. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

In the event the Contractor fails to complete the Services pursuant to the terms of this Agreement and City must undertake the completion of performance of Services, Contractor agrees to indemnify the City for all costs incurred with respect to the completion of those Services and any damages the City may suffer as a result of the Contractor's failure to perform the Services.

III. Duration of Agreement and Termination of the Agreement

1. Term

Subject to the City's ability to terminate the Agreement in accordance with Section III(2) hereunder, the term of this Agreement shall begin upon execution of this Agreement by both Parties, and shall remain in effect for an initial three (3) year term. The City, at its sole option and discretion, may renew the Agreement for one (1) additional two (2) year term, for a total of five (5) years. In the event services are scheduled to end due to the expiration of this Agreement, Contractor shall continue the Services upon the request of the City. This extension period shall not extend for more than ninety (90) days beyond the expiration date of the Agreement.

Payment will be made only for work completed to the satisfaction of the City. The terms of Sections XII and XIV entitled "Indemnification and Hold Harmless," and "Compliance with Law," respectively, shall survive termination of this Agreement.

2. Termination.

- A. Termination for Cause. If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the City shall have the right to terminate the Services then remaining to be performed. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and subcontractor(s)) shall be delivered to the City and the City shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section V.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- B. Termination for Convenience of City. The City may, for its convenience and without cause, immediately terminate the Services then remaining to be performed at any time by giving Contractor fifteen (15) days written notice. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all work and to the extent indicated on the notice of termination, shall terminate all outstanding subcontracts and purchase orders as they relate to the terminated portions of the Agreement, shall refrain from placing further orders and/or contracting with subcontractors, and shall complete any continued portions of the Services. If the City terminates for convenience pursuant to this Section, the terms of Section III(2)(A)(i) and III(2)(A)(ii) above shall be applicable hereunder.
- C. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- D. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 18 below, may result in immediate termination of this Agreement.

IV. Mobilization

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

V. Method of Payment

Payment to Contractor for all charges and tasks under this Agreement shall be in accordance with the Contract Documents, with a not to exceed amount of Seven Hundred Forty-Eight Thousand Nine Hundred Ninety-Five Dollars (\$748,995.00) per disaster unless otherwise amended in writing. Should the Contractor exceed the not to exceed amount, it does so at its own risk and cost. Contractor acknowledges that no payments will be made or due from the City unless Contractor is specifically engaged by the City

for a specific disaster. **Actual work issued under the Agreement will be in the form of Task Orders with a not-to-exceed amount.**

- A. Disbursements. There are no reimbursable expenses associated with this Agreement except for expenses approved by the City Manager. The City will not pay and/or reimburse any additional costs, including but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses.
- B. Payment Schedule. Payment schedule shall be in accordance with the Contract Documents. **Invoice format and documentation should be acceptable for FEMA reimbursement.**
- C. Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission. If the City should not appropriate or otherwise make available funds sufficient to purchase the Services procured pursuant to this Agreement, the City may unilaterally terminate any and all contractual or other obligations herein without any further liability or penalty upon twenty (20) days' notice to Contractor.
- D. Final Invoice. In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any other additional charges, if not properly included on this final invoice, are waived by the Contractor.

Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor. Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

VI. Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible, to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

- A. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations within seventy-two (72) hours of being issued Notice to Proceed.
- B. The Contractor shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal

Site and/or any associated fines levied by a third party.

Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

The amounts specified above are mutually agreed upon as a reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

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. Ownership of Documents.

All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the City only. Any other use by Contractor or other parties requires approval in writing by the City. If requested, Contractor shall deliver the documents to the City within fifteen (15) calendar days.

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

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against claims, damages, losses, and expenses (including but not limited to attorney's fees, arbitration costs, and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Services performed under this Agreement. The Contractor's duty to defend, hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury, impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, or omissions related to Services in the performance of this Agreement, including any person for whose acts, errors, mistakes, or omissions the Contractor may be legally liable.

XIII. Insurance

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:

1. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$2,000,000

Policy Aggregate (Per Project)	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$2,000,000

- B. Coverage/Endorsements Required
 City of Doral included as an additional insured
 Primary Insurance Clause Endorsement
 Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

2. **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. Coverage/Endorsements Required
 Employees are covered as insureds
 City of Doral included as an additional insured

3. **Workers Compensation**

Statutory- State of Florida

Include Employer’s Liability

- \$100,000 for bodily injury caused by an accident, each accident
- \$100,000 for bodily injury caused by disease, each employee
- \$500,000 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. Waiver of Subrogation in favor of City.

- 4. **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.

Umbrella should include Employer’s Liability. Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

5. 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.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Insurance companies must be 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.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor’s interests or liabilities but are merely minimums.

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. Performance and Payment Bond

Upon activation of a task order by the City, the Contractor will be required to provide Performance and Payment Bonds within three (3) calendar days of a written 'Notice to Proceed' by the City, each Bond shall be the amount equal to the total one hundred percent (100%) of the amount of the Agreement. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. Bonds shall be executed by the Contractor and surety company authorized to do business in the State of Florida with an A.M. Best rating of "A-" (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

XXI. Prohibition Against Contracting with Scrutinized Companies.

Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Submitting a false certification shall be deemed a material breach of contract. The City shall provide

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

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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, nor 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.

XXVI. 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.

XXVII. 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 Contractor's 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.

[SIGNATURE PAGE TO FOLLOW]

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

By: _____
Barbara Hernandez, City Manager

Date: _____

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

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

DRC EMERGENCY SERVICES, LLC

Attest:

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Attachment "A"



City of Doral
Invitation to Bid
Disaster Debris Removal and
Disposal Services

ITB No. 2023-05



City Of Doral
Invitation to Bid
Disaster Debris Removal and Disposal Services
ITB No. 2023-05

NOTICE: Pursuant to the Procurement Ordinance, the City of Doral (the “City”) hereby gives notice of its intent to seek sealed bids from experienced and qualified contractors in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster in complete and strict accordance with specifications in the Invitation to Bid.

This ITB is being solicited in accordance with the Procurement Requirements for Federal Grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200.

The City of Doral will host a virtual pre-bid meeting on Monday, May 22, 2023, AT 10:00 AM. Please join the meeting from your computer, tablet or smartphone. <https://meet.goto.com/591994829>

During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP. Attendance is non-mandatory.

All submittals shall be publicly opened and recorded on **10:00 am, Thursday, June 15, 2023**. Late submittals shall not be accepted or considered. Bids must be submitted electronically through <https://network.demandstar.com/> or Vendor Registry <https://vendorregistry.com/> by the date and time stated above. Any bids received after the due date and time specified, will not be considered.

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

Contractors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, fires and other disaster types as well as small scale debris volumes. The awarded contractor(s) shall remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to an emergency event. The awarded Contractor(s) shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services to rapidly respond to volumes of wide scale debris.

It is the city’s intent to award to multiple contractors for the services required to ensure that adequate coverage is provided without compromising the public health, safety, and economic recovery of the City during the response to an exigent situation, as well as to restore the public areas to a normal

condition.

All questions and/or comments regarding this request for bid should be directed to Procurement at the following email at procurement@cityofdoral.com.

All inquiries must reference *“ITB No. 2023-05 –Disaster Debris Removal and Disposal Services.”*

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. If it becomes 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.

Solicitations may be found via the City of Doral website (www.cityofdoral.com) under Procurement, via [Vendor Registry](#) and via [Onvia DemandStar](#), central notification systems which provide bid/bid notification services to interested parties. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City’s schedule for this Invitation to Bid is as follows:

ITB Advertisement Date:	May 16, 2023
Cut-off Date for Written Questions:	Tuesday, May 23, 2023 at 5:00 P.M. procurement@cityofdoral.com
Non-Mandatory Pre-bid Meeting	Monday, May 22, 2023, AT 10:00 A.M. https://meet.goto.com/591994829
Deadline for Submittals & Opening:	Thursday, June 15, 2023 at 10:00 A.M.

Connie Diaz, MMC City Clerk

ITB #2023-05
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

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SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization 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, including, without limitation.

Authorized Representative

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

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this ITB, inclusive of corresponding 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 offeror will have different obligations than "you" as a Successful Respondent/Proposer/Contractor/Submitter will have upon awarding of this contract.

Respondent/Proposer/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Respondent/Proposer/ Contractor/Submitter

The Contractor whose bid 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 this ITB and a Notice of Commencement will be issued.

(iii) Proposals/ Bids/ Submittals

The written, sealed document submitted by the Respondent in response to this ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any offeror after the deadline for receipt of submittals. Questions from potential and/or actual respondents 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 publicly noticed and distributed simultaneously to all known prospective Proposers.

(i) 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 ITB opening date may be established by addendum.

1.3 COST OF PREPARATION

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

1.4 EXAMINATION OF DOCUMENTS

The Respondent must thoroughly examine each section of this ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the 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 ITB documents. No person is authorized to give oral interpretations of, or make oral changes to the ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the ITB opening, whichever is earlier, any material submitted in response to this ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion 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.

1.6 WITHDRAWAL OF BID

A Respondent may, without prejudice, withdraw, modify, or correct the bid 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 the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL BIDS

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this ITB does not, itself, in any way constitute a contractual agreement between the City of Doral and any Respondent. However, the contents of the offered document, as well as the bid documents may be used for details of the actual agreement between the awarded Contractor and the City of Doral.

Furthermore, the City reserves the right to award without further discussion.

1.8 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 awarded Contractor 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.

1.9 SUBMISSION OF BID

(i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting a bid submittal called for in this ITB.

(ii) 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 whatsoever incurred by the Respondent in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) Bid Acknowledgment

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

(v) Acceptance/Rejection/Modification to Submittals

The City reserves the right to negotiate modifications to this ITB that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) Submittals Binding

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

(vii) Alternate Bids/ Statement/ Proposals Alternate bids, proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

(ix) 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 ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in

their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All bids received from Offerors in response to this ITB shall become the property of the City of Doral and shall not be returned to the Respondent. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers 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, Miami-Dade County Code of Ordinances

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

Respondent hereby recognizes and certifies that no elected official, board member, or employee of 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, but not limited to, City Advisory 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 Respondent or Contractor, 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 Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction, if any Contractor 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 Contractor may be disqualified from furnishing the goods or services for which the bid is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form. The term "Respondent" as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Respondent 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).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this ITB upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this ITB between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this ITB between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this ITB between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this ITB between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this ITB between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this ITB between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/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 such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular ITB, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such ITB, RFQ, or proposal, 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 respondents/Respondents regarding a particular proposal/proposal during the time period between the opening of proposals 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, Respondent, proposer, 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.

Violation of the Cone of Silence by a particular proposer or Respondent shall render the ITB award or proposal award to said proposer or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW

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

1.13 CANCELLATION

In the event any of the provisions of this ITB are violated by the Awarded Contractor, the City Manager shall give written notice to the Awarded 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 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

1.14 ASSIGNMENT

The Awarded 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.

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished 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 Awarded Contractor shall be the responsibility of the Awarded Contractor.

1.16 TERMINATION FOR DEFAULT

If the Awarded Contractor defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Contractor shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Contractor was not in default or (2) the Awarded Proposer'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.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this ITB, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

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

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of ITB responses, 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. The Awarded Contractor agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the contract, for the purposes of

audit, examination, excerpts, and transcriptions. The Awarded Contractor shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Contractor understands that any capital expenditures that the Awarded Contractor makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded 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 Awarded Contractor. If Awarded 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.

1.21 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 administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 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 Awarded Contractor or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Contractor, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Contractor agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Contractor shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, 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 services contemplated by this agreement which is, or is

alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Contractor, its employees, agents, or sub-contractors.

B. The Awarded Contractor 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. Awarded 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 Awarded Contractor shall pay all damages and costs awarded against the City.

C. An understanding and agreement, by and between the Awarded Contractor and the City, that the completion time as specified in Awarded Proposer'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.

1.25 HIRING PREFERENCE FOR PROCURED PROJECTS

Awarded Contractor will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

Ordinance No. 2019-09, § 2, 5-8-2019 - It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

1.27 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS.

Ordinance No. 2008-04, Sec. 2-338 - Formal

1.27.1 Right to protest on formal solicitations. The following procedures shall be used for resolution of protested formal solicitations and awards:

- A. Protest of solicitations. Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the City Clerk within five business days prior to the date set for opening of bids or receipt of proposals.
- B. Protest of award. Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.

1.27.2 Authority to resolve protests. The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city council. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city council for approval or disapproval thereof.

1.27.3 Stay of procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (b) of this section, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the city.

1.27.4 Filing fee. Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.

1.27.5 Entitlement to costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs other than attorney's fees.

1.27.6 Compliance with filing requirements. Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

1.28 BUSINESS ENTITY CODE OF BUSINESS ETHICS AND CONDUCT

Ordinance No. 2021-34, Secs. 2-384 - Business Entity Code of Business Ethics and Conduct

The City will not contract or transact business with a person, corporation, partnership, firm or other business entity in the event of a conflict of interest -under state or local law if: (1) neither an exemption nor opportunity to waive the conflict of interest exists; or (2) an opportunity to waive the conflict exists, but the City does not waive it. If a conflict of interest is waivable, the City Council shall have the sole Authority for waiving it.

Business Entities

Vendors shall be familiar and comply with all applicable conflict of interest legal requirements including Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes, Sec. 2-

11.1. - Conflict of Interest Ordinance, Code of Miami Dade County.

Applicability and Reporting Requirements.

All persons, corporations, partnerships, firms or other business entities transacting business with the City shall be familiar and comply with local and state conflict of interest laws, nepotism, ordinances, policies or directives (hereinafter "conflict of interest law").

Compulsory disclosure by firms doing business with the city or in the city.

In order to ensure that the city and all business entities conduct business with the city do so according to the highest standards of ethics, the city has established reasonable procedures designed to prevent and detect conflicts of interest. The city is committed to avoiding conflicts of interest and maintaining interactions with business entities seeking city council approval in a fully transparent manner. Accordingly, requiring the full disclosure of principals, companies and subcontractors minimizes the potential for conflicts of interest. Any business entity which has business commitments to or from the City through solicitations, contracts, and orders for services or is working on a project in the City that may go before the City Council for approval shall comply with the disclosure requirements of this section.

a) The Contracting officer shall report annually by October 31, for services performed under this contract during the preceding fiscal year (October 1-September 30).

1. Subcontract number (including subcontractor name and unique entity identifier); and

2. The number of subcontractors direct-labor hours expended on the services performed during the previous city fiscal year.
 3. The total dollar amount invoiced for services performed during the previous city fiscal year under the contract.
- b) The Contracting office shall also require that all vendors and subcontractors complete and return the conflict-of-interest disclosure form.
- c) For projects placed on the City Council agenda for approval, the Contracting officer shall file a report with the City Clerk no later than seven days before the item is scheduled to be heard by the city council. The report shall contain the following information:
1. The names of all subcontractors providing services.
 2. The value of each subcontract.
 3. The number of subcontractors direct-labor hours expended/or anticipated on the services.
 4. The list of names of subcontractors proposed to perform principal portions of the work.
- d) Whenever any person is in doubt as to the applicability of conflict-of-interest law to himself or herself or his or her company, that person may submit to the Office of the City Attorney a full written statement of the facts and questions he or she has. The Office of the City Attorney shall render an opinion to that person.

END OF SECTION

2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The City of Doral (City) is seeking is seeking qualified, experienced and licensed firm(s) hereinafter referred to as the Contractor (the “Contractor” or Debris Management Contractor (the “DMC”) to remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to an emergency event. Such events include but is not limited to, hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s) such as civil unrest and terrorist attacks. Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services to rapidly respond to volumes of wide scale debris. The City retains the right to obtain similar services from additional contractors. There is no guarantee any task order will be issued under the awarded agreement; task orders will be executed in the event of a declared emergency.

The successful Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (DEP), the Stafford Act and any other governmental agency with jurisdiction over response and recovery actions, including the City’s requirements. The selected Contractor will be responsible for staying current with all FEMA and other agency guidelines and regulations.

The Contractor shall have an understanding of the documentation involved for the reimbursement from FEMA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as detailed in Exhibit C, incorporated herein, in order to be eligible for reimbursement under the Federal Public Assistance Program.

It is the city’s intent to award to multiple contractors for the services required to ensure that adequate coverage is provided without compromising the public health, safety, and economic recovery of the City during the response to an exigent situation, as well as to restore the public areas to a normal condition.

2.2 CITY OF DORAL BACKGROUND AND DEMOGRAPHICS

The City of Doral, incorporated on January 28, 2003, in one of thirty-four municipalities in Miami-Dade County, Florida. Doral is home to approximately 85,000 residents. It encompasses an area of approximately 15 square miles bordered on the west by the Ronald Reagan Turnpike, to the north by the Town of Medley, to the east by the Palmetto Expressway and to the South by the City of Sweetwater.

Conveniently located just one mile from Miami International Airport and twelve miles from Downtown Miami. Its central location and easy access have made Doral one of South Florida's best-known regional shopping areas, offering a wide variety of recreational, cultural, and dining experiences. Named the fastest growing City in Florida

and 11th in the country by the Florida International University's Metropolitan Center.

2.3 **MINIMUM QUALIFICATION REQUIREMENTS (MQR)**

In order to be considered responsive, bidders shall, at a minimum, demonstrate compliance with the requirements listed in this ITB. To be evaluated, all requested documentation and/or information shall be provided in the proposal to confirm that the Proposer has satisfied the criteria outlined in this document. Bidder failing to meet these requirements may be deemed non-responsive.

The bidder shall, **at the time of bid submittal**, time of award, and throughout the duration of the Contract, continue to meet the criteria requirements as stated in this document.

- a) Be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered. Proposing Firm must be incorporated through Sunbiz with a status of "Active.
- b) Proposing bidder **must show proof of having a minimum of three (3) active contracts with government agencies of similar size, scope and complexity and specifications as stated in this ITB within the last five (5) years.** List contract(s) of similar scope currently in effect within the State of Florida. Name of the Municipality/County/agency, date the Contract was initially executed, date of subsequent renewal(s), and Expiration Date.
- c) Proposing bidder shall provide a **minimum of three (3) verifiable reference letters** in which Contractor served as **Primary Contractor** for services of similar size, scope and complexity **within the last five years.** **The references must match the projects submitted in response to MQR above.**
- d) Proposing bidder **must** include with their bid response, **a letter from their bonding company / surety authorized to do business in the State of Florida, in the amount of \$1,000,000** that guarantees that the proposing Contractor will be able to provide Performance and Payment Bonds at the time of an event.

2.4 **TERM AND RENEWALS**

This contract will commence upon execution by both parties which shall be the effective date succeeding approval of the contract by the City Commission, or City Manager, unless otherwise stipulated in the Notice of Award letter; and contingent upon the completion and submittal of all required proposal documents. The successful contractor will be awarded a contract for three (3) years with the option to renew the contract for one (1) additional two (2) year period, for a total of five (5) years.

In the event services are scheduled to end due to the expiration of this contract, the DMC shall continue the service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The successful Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

2.5 PRICE

Prices proposed shall be valid for at least 120 days from the time of the ITB opening unless otherwise extended and agreed upon by the City and Contractor. Prices quoted shall be firm for the initial contract term of three 3 years. Upon contract renewal, the City may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Miami-Fort Lauderdale, FL. It is the Bidder's responsibility to request any pricing adjustment under this provision, which shall not exceed 3%. For any adjustment to commence on the first day of any exercised option period, the Bidder's request for adjustment shall be submitted no later than ninety (90) days prior to expiration of the then current contract term. In no event will the price be increased or decreased by a percentage greater than the percentage change reflected in the C.P.I. as published by the U.S. Department of Labor. If no adjustment request is received from the Bidder, the City will assume that the Bidder has agreed the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index. The City reserves the right to reject any price adjustments submitted by the Bidder and/or to not exercise any otherwise available option period based on the proposed price adjustments. Any continuation of the contract beyond the initial period, and any option subsequently exercised shall be at the sole discretion of the City, and not a right of the Bidder. Renewals shall be exercised only when such continuation is clearly in the best interest of the City.

The total not to exceed of any awarded contract shall be \$x per disaster, and contractor shall not exceed said amount unless mutually agreed upon by City in writing. Should the contractor exceed the limits set forth herein, it does so at its own risk and cost.

2.6 INVOICING/PAYMENT

Payment will be made only after receipt and acceptance of materials/services. **Invoice format and documentation should be acceptable for FEMA reimbursement.** The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price proposals shall be inclusive of all such expenses.

2.7 METHOD OF AWARD

The term "lowest responsible and responsive Bidder" as used herein shall mean the Bidder whose bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work, whose bid best serves the interests of and represents the best value to the City, as determined by the City Commission and/or the City Manager. The bidder will also be evaluated as part of their "responsibleness" on their quality control plan, safety plan and proposed project schedule.

Bidders will be evaluated by relevant experience, preferably with government agencies, successful past performance, no conflicts of interest, approach to the project and whose bid best serves the interest of and represents the best value to the City in conformity with the criteria set. The City Manager may consider the following:

- The ability, capacity and skill of the vendor to perform the Contract.
- The character, integrity, reputation, judgment, experience and efficiency of the vendor.
- The quality of performance of previous contracts with the City and references.
- The previous and existing compliance by the vendor with laws and ordinances relating to the Contract.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. The City reserves the right to negotiate the type and cost of specific types of services to be purchased.

2.8 MULTIPLE AWARD

The City may award multiple Contractors (primary, secondary and tertiary) as available, by line item, by group, or in its entirety. The City will endeavor to utilize Contractors in order of award. It is the intent of the City to award a Primary, Secondary and a Tertiary Contractor) for services to be provided to the City under this ITB. The Primary Contractor shall be the initial firm mobilized by the City. The Secondary Contractor will be “activated” in instances where the scope of the event merits additional resources to assist the Primary Contractor, or if the Primary Contractor has defaulted its contract. The Tertiary Contractor will be “activated” in instances where the scope of the event merits additional resources to assist the Primary and/or Secondary Contractor. However, the City may utilize other Bidders in the event that:

- 1) a contract Bidder is not or is unable to be in compliance with any contract or delivery requirement;
- 2) it is in the best interest of the City to do so regardless of reason. The City reserves the right to reject any or all proposals prior to award.

2.9 NOTICE TO PROCEED

The City shall issue an official Notice to Proceed for the services referenced in this ITB and resulting contract. The Notice to Proceed shall be sent by email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed. The Contractor shall begin preparation for mobilization immediately after receiving the Notice to Proceed. **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 City reserves the right to request from the contract to stage personnel and equipment at**

a safe City facility to expedite the recovery phase If emergency road clearance is needed, Contractor shall have crews working within twenty-four (24) hours. The City may issue a Notice to proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order to allow sufficient time to prepare for commencement of operations.

2.10 LIQUIDATED DAMAGES

Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible, to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

- a. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations within seventy-two (72) hours of being issued Notice to Proceed.
- b. The Contractor shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site and/or any associated fines levied by a third party.

Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

The amounts specified above are mutually agreed upon as a reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

2.11 PERFORMANCE AND PAYMENT BOND

This is a Standby / Pre-Event Agreement. Upon activation of a task order by the City, the Contractor will be required to provide Performance and Payment Bonds within three (3) calendar days of a written ‘Notice to Proceed’ by the City, each Bond shall be the amount equal to the total one hundred percent (100%) of the amount of the contract. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. Bonds shall be executed by the Contractor and surety company authorized to do business in the State of Florida with an A.M. Best rating of “A-“ (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

Bidder MUST include with their proposal response, a letter from their bonding company / surety authorized to do business in the State of Florida, in the amount of One Million Dollars (\$1,000,000.00) that guarantees that the proposing bidder will be able to provide Performance and Payment Bonds at the time of an event. Contractors shall factor the annual cost of a Performance and Payment Bond into their

administrative costs when responding to this proposal. The City will not waive this requirement.

2.12 INSURANCE REQUIREMENTS

The Awarded Contractor(s) shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance with Exhibit A.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

2.13 FEDERAL, STATE AND LOCAL REGULATIONS

The successful Contractor shall comply with all federal, state and local ordinances, regulations, and rules as well as any other laws that would apply to the proposed project. Contractor costs associated with regulatory requirements shall be included in the project cost whether depicted specifically or not within the body of the proposal.

2.14 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, include your certification with your response. C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be permitted, through a prime Contractor, that Contractor is required to take the affirmative steps listed in items (1) through (6) below:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the

Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2.15 STORAGE OF MATERIALS

The CONTRACTOR must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas, unless it is pre-approved by the City.

2.16 SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject

to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.17 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Damage to public and/or private property shall be the responsibility of the Debris Management Contractor (DMC) and shall be repaired and/or replaced at no additional cost to the City. This includes any properties used as Temporary Debris Management Sites (TDMS). All items damaged as a result of Contractor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mailboxes, and turf shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Contract Manager. Any invoices submitted to the City, such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. Repairs, or receipt of repairs, shall be completed and submitted to the City prior to submission of the Contractor's invoice for work accomplished. If the Contractor(s) fails to repair any damaged property, the City may have the work performed and charge the Contractor(s).

2.18 E-VERIFY

Contractor acknowledges that the City may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which constitute a default under the Agreement.

2.19 NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.20 INSURANCE REQUIREMENTS

Successful respondent shall maintain, at their sole expense, during the term of this agreement the following insurances (to be furnished at time of award) in accordance with Exhibit "A".

2.21 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 305-593-6730 E-MAIL ADDRESS: CONNIE.DIAZ@CITYOFDORAL.COM, AND MAILING ADDRESS: THE CITY OF DORAL HALL 8401 NW 53RD TERRACE, DORAL, FL 33166

2.22 INQUIRIES

Any questions regarding this Invitation to 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: **Disaster Debris Removal and Disposal Service ITB # 2023-05.**

SECTION 3.0 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES:

The City of Doral, Florida (the “City”) a municipality in Miami-Dade County, is seeking qualified, experienced and licensed Contractor(s) hereinafter referred to as the “Contractor” or Debris Management Contractor (the “DMC”) to remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to a disaster and emergency event. Such events include but is not limited to, hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s) such as civil unrest and terrorist attacks. The awarded Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services to rapidly respond to volumes of wide scale debris. The City retains the right to obtain similar services from additional contractors. There is no guarantee any task order will be issued under the awarded agreement, task orders will be executed in the event of a declared emergency. Contractor and those performing the work must be appropriately licensed and registered. The work area includes various locations throughout the City. Maps and locations will be made available with a Mobilization Notice, however Exhibit "B" includes a Road Allocation Map and Exhibit "C" A Debris Staging Zone Map.

The successful Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (DEP), the Stafford Act and any other governmental agency with jurisdiction over response and recovery actions, including the City’s requirements. The selected Contractor will be responsible for staying current with all FEMA and other agency guidelines and regulations.

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 City reserves the right to request from the contract to stage personnel and equipment at a safe City facility to expedite the recovery phase. 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.

3.2 **DEFINITIONS**

The term “**Chipping**” shall mean reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations.

The term “**Clean As You Go Policy**” shall mean clearing all debris from each street or work zone on the first pass, whenever possible.

The term “**Contract Manager**” shall mean the City’s representative duly authorized by the City Manager to provide direction to the DMC regarding services provided pursuant to this ITB.

The term “**Construction and Demolition Debris (C&D)**” shall mean damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

The term “**Debris**” shall mean scattered items and materials either broken, destroyed or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.

The term “**Debris Clearance**” shall mean the clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

Debris Monitor (Or Consultant) means the successful Contractor, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Debris Management Contractor (DMC) means the firm under contract with the City to provide disaster debris collection (hauling) services and its subcontractors.

Electronic Waste (E-Waste) means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

Eligible Debris as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the City Administrator or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.

Emergency Road Clearance means removal of debris from the primary transportation routes as directed by the City.

Debris Removal from Public Property means 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.

Debris Removal from Private Property means 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.

FDEP means the Federal Department of Environmental Protection.

FDOT means the Florida Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FFWC means the Florida Fish and Wildlife Commission.

FHWA means the Federal Highway Administration.

The term “**Hazardous Waste**” shall mean material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:

- A. Toxic
- B. Flammable
- C. Corrosive
- D. Reactive

The term “**Household Hazardous Waste**” shall mean used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics as defined by the Environmental Protection Agency:

- A. Toxic
- B. Flammable
- C. Corrosive
- D. Reactive

Examples of household hazardous waste includes small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline oils, swimming pool chemicals, pesticides, propane gas cylinders.

The term “**Hazardous Stump**” shall mean an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health, and safety.

“**Mixed Debris**” means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

The term **Project Manager** means the CONTRACTOR’s representative authorized to make and execute decisions on behalf of the CONTRACTOR.

The term “**Rights-of-Way**” shall mean the portions of land over which a facility, such as highways, railroads, and power lines are built. Includes land on both sides of the highway up to the private property line.

The term **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

The term “**Tipping Fee**” shall mean a fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs. The fee also may include amounts to cover the cost of closing the current facility and/or opening a new facility.

The term **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.

The term **White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

3.3 WORK SCENARIOS

- 3.3.1 **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.
- 3.3.2 **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.
- 3.3.3 **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.
- 3.3.4 **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.
- 3.3.5 **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.

3.4 LOCATION OF WORK

Accompanying this specification is an area map indicating main Streets and Avenues within the City of Doral. (Exhibit "B") 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.

3.5 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 - Shall be equipped with the following:

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

Crew #2 & 3

Same as Crew #1 with the exception of #1 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 and Backhoe

- 3.5.2 A full time Supervisor for City of Doral contract operation shall be provided at all times.
- 3.5.3 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 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 DEBRIS REMOVAL SCOPE

DMC shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

1. The Contractor shall provide all labor, services, equipment, materials, and supplies necessary to collect all brush, tree parts, burnable debris, non-burnable debris and C&D debris from the City rights-of-way and public property as determined by the City. Removal of debris from private roads may be included in the scope where necessary for public safety, as authorized by the City. Any and all services provided by the Contractor, and labor, materials and equipment used by the Contractor, and its subcontractors must comply fully with all Federal, state and local laws, regulations, and guidance;
2. Management and operation of storage and debris reduction sites to accept, process, reduce, incinerate (with City approval) and dispose of event related debris;
3. Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal;
4. Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, waste debris reduction, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the events.
5. Removal of sand and earthen materials from roads, streets, and rights-of-way.
6. Vegetative debris will be removed and loaded separately from non-vegetative and bagged vegetative debris.
7. At the direction of the City or Monitor, the Contractor shall remove storm generated debris from drainage canals, creeks and ditches.
8. All debris removal from City Parks, improved public property, and Facilities, as described in Attachment C will be at the approval and authorization of the city's monitoring firm and/or project manager prior to removal. DMC shall process Vegetative Debris and Mixed Debris delivered to TDMS(s) on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with city approval.
9. The Contractor will not be compensated for disposing of any material not defined

as eligible debris. The Contractor and city's monitoring firm and/or project manager will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor on numbered tickets supplied by the Contractor. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt, and invoice amounts.

10. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).
11. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.

3.4 DOCUMENTATION AND REIMBURSEMENT

DMC shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. DMC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies. DMC shall provide data management and support to the City during the emergency recovery effort including, but not limited to, the following: Each load ticket shall contain the following information:

1. Municipality (Applicant)
2. Prime Contractor name.
3. Sub-Contractor name.
4. Load ticket number.
5. Truck ID number and capacity
6. Truck Driver name.
7. Date and time of pick up, loading.
8. Date and time of delivery, unloading
9. Pick up location (street address or primary street between specific area).
10. Loading Information
11. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
12. Total cubic yards picked up.

13. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
 14. Load Monitor Printed Name and Signature.
 15. Dump Monitor Printed Name and Signature.
 16. GPS.
 17. Inspector.
 18. Unloading Information.
- 3.4.1 Load tickets will be issued by the Debris Monitor or City personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/City will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, once a week, or more frequently as requested by the Contract Manager. Scanned load tickets shall be organized by activity date. DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
 - 3.4.2 DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placards shall also include the wording "City of Doral Beach Emergency Debris Contractor" and the DMC's name.
 - 3.4.3 DMC will work closely with the City, with the City's contracted Debris Monitor and applicable Federal, State and local agencies to ensure that the City's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the City all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall review all reimbursement applications prepared by the City or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the City or Debris Monitor of any recommended changes, corrections, alterations, or deletions. 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.
 - 3.4.4 DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.

3.5 PAYMENT

The City, or its authorized representative, will monitor, verify and document with load tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals, upon services rendered. Work not ticketed or not authorized by the City will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

Payment for disposal costs incurred by the Contractor at City approved Final Disposal Sites will be made at the cost incurred by the Contractor. **The City will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the City.** The Contractor(s) shall submit a copy of all invoice(s) received by the City approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City approved Final Disposal Site, and proof of Contractor payment to the City approved Final Disposal Site. The City will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

3.6 PERSONNEL

Proposing firm shall have a professional staff with the knowledge, skills, and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FFWC and other applicable Federal, State or local agency laws, regulations and policies is required. DMC personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

DMC shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to, the Project Manager and Field Supervisors, must be approved by the City. The City retains the right to request personnel replacements. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the Price Proposal Form, and provided herein as attachment B. Contractor's TDMS personnel must wear OSHA-required safety equipment whenever at a TDMS and must adhere to all Disaster Debris Collector site safety requirements. Field personnel shall be identifiable with safety vests and vehicle placards.

3.7 EMERGENCY ROAD CLEARANCE

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

3.7.1 TIME-AND-MATERIALS

Time-and-materials contracts may only be used when the scope of work necessary to achieve an outcome is unknown. The FEMA PA Program will typically only reimburse the City for a time-and-materials contract for eligible debris clearance during the first 70 hours of work following a declared disaster.

3.8 DEBRIS REMOVAL FROM PUBLIC RIGHTS-OF-WAY

As identified and directed by the City, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the City's rights-of-way and public property. DMC shall haul all debris to designated TDMS(s) or other temporary staging areas, disposal sites, or recycling centers, as determined by the City Debris Monitor Consultant. DMC shall segregate all debris to the extent practical.

3.9 ROW VEGETATIVE DEBRIS REMOVAL

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Vegetative debris may consist of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Depending on the size of the debris, the collection of vegetative debris may require the use of flatbed trucks, dump trucks, and grapple loaders.

3.9.1 For the purpose of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with mechanical loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

3.9.2 Removal of eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.

- 3.9.3 Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City-approved DMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 3.9.4 All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- 3.9.5 Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- 3.9.6 The Contractor must provide traffic control as conditions require or as directed by the City's Debris Monitor Consultant.

3.10 ROW CONSTRUCTION AND DEMOLITION (C&D) DEBRIS REMOVAL

Current Edition of the FEMA Public Assistance Program and Policy Guide (PAPPG) defines eligible Construction and Demolition (C&D) debris as damaged components of buildings and structures such as: lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.)

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris.

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

Household Hazardous Waste (HHW) refers to hazardous products and materials that are used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.

3.12 HAZARDOUS WASTE

Waste that is potentially harmful to human health or the environment that exhibits at least one of the following four characteristics: Ignitability, Corrosivity, Reactivity and Toxicity.

- Hazardous wastes may require segregation and special handling
- Document improper segregation
- Notify appropriate authorities if unsafe practices are observed during handling and

- disposal (know required safety procedures for the circumstances)
- Monitor processing carefully and regularly to verify the proper precautions are taken and the chain-of-custody is maintained
 - Verify that hazardous wastes are delivered to an appropriate DMS, as they can require special handling, transportation, and final disposition

3.14 LEANING TREES AND HANGING LIMBS

DMC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) that constitute an immediate threat; only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.

STUMP REMOVAL, BACKFILL AND HAUL

3.15

The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage, and any other incidental items; to collect and remove eligible hazardous stumps from the City's authorized ROW.

3.15.1 The Contractor shall extract or remove only stumps which meet the following eligibility criteria and are authorized by the City or its designated representative:

1. The stump root ball is exposed by fifty (50) percent or more;
2. The stump shall be larger than twenty-four (24) inches in diameter, measured twenty-four (24) inches above the ground; and extraction is required as part of the removal.
3. The stump is located in the authorized ROW or on improved property and poses a danger to the public's health and safety.

3.15.2 The City or authorized representative shall measure and document the stump prior to removal, through photographs, GPS coordinates, US National Grid coordinates, physical address/location and other relevant information which verifies the hazard posed by the stump.

3.15.3 Hazardous stumps which meet the eligibility criteria and have been documented following the described procedures shall be eligible for unit pricing which includes the extraction, transport, disposal, and filling the root ball cavity.

3.15.4 Costs for the removal of hazardous stumps shall be invoiced separately.

3.15.5 The Contractor shall be required to fill the cavity left by the excavation process with clean fill dirt in the quantity documented by the City or the City's authorized

representative.

- 3.15.6 The eligible hazardous stump shall be transported to the City's DMS or to the City's designated final disposal site.
- 3.15.7 The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table ([Appendix E 1 – FEMA Stump Conversion Table](#)) - Assistance Policy (DAP) 9523.11 dated May 15, 2007.
- 3.15.8 Stumps which are placed on the authorized ROW by others shall not be eligible for hazardous stump unit pricing.

3.16 SAFETY

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:

- 3.16.1 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.
- 3.16.2 All the work and all materials or equipment to be incorporated therein, whether in storage or outside of the City.
- 3.16.3 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.
- 3.16.4 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.
- 3.16.5 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.

3.16.6 Any and all damage associated with debris removal operations shall be restored to pre-existing condition at the Contractors expense.

3.16.7 The Contractor must contact Sunshine State One Call of Florida, Inc. at (800) 432-4770 for location of utilities prior to starting any excavation.

3.17 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.

3.18 CONTRACTOR’S EQUIPMENT

All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall 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 responsible for injury to persons caused by the operation of the equipment.

The contractor must identify current inventory of heavy equipment, vehicles and other related equipment and their current conditions that would be dedicated and utilized for the City’s objective. A full list shall include descriptions, sizes and age of the equipment must be provided.

Per **FEMA Recovery Policy RP9523.12**, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor.

All trucks used for collection and hauling of eligible debris from the City ROW to City approved DMS(s) or City approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor’s responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager.

Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off.

Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the City reserves the right to require the contractor to “tarp” or cover debris when hauling.

3.19 ONSITE CHIPPING

In areas not accessible by debris removal equipment and as directed by the Contract Manager, DMC will chip limbs, branches, foliage, etc., onsite using a handfed chipper. DMC will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Contract Manager.

In accordance with National Fire Protection Association mulch and chip piles should not exceed 25 feet in height, 150 feet in width, and 250 feet in length and shall follow current NFPA guidelines. A clear space of not less than 15 feet shall be maintained between piles and exposing structures, yard equipment, or stock, and piles should be subdivided by fire lanes having at least 30 feet of clear space at the base around each pile. These piles should not be compacted and meet all local regulations and laws.

3.20 TEMPORARY DEBRIS STORAGE AND REDUCTION (TDMS) SITES

A Florida Department of Environmental Protection authorized site where debris is stored, reduced, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process. Contractor shall be responsible for establishing site layout, including but not limited to maintaining up to date GIS mapping and site sketches, as approved by the City. The TDMS location(s) will be identified by the City, within City boundaries. DMC shall be prepared to establish additional TDMS(s) as deemed necessary by the City to ensure an adequate number of TDMS(s) for the amount and location of debris. DMC will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation. DMC will thoroughly videotape and/or photograph each TDMS before any activities begin and will periodically update video and photographic documentation to track site evolution.

DMC shall provide all equipment and personnel to manage, maintain, and operate the TDMS(s). The number of active sites will be determined by the Contract Manager and/or Debris Monitor based on the severity of the disaster. The Contract Manager will provide access and authorization to DMC to operate on the designated TDMS(s), including all information in the Contract Manager's possession regarding the sites that is necessary for successful operation.

DMC will provide a site operations plan for review and approval by the Contract Manager prior to beginning work. At a minimum, the plan will address the following:

1. Access to the site.
2. Site management, to include point of contact, organizational chart, etc.
3. Traffic control procedures.

4. Site security.
5. Site safety.
6. Site layout/segregation plan.
7. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.

DMC shall reclaim each TDMS to its pre-use condition within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, repairing irrigation fences and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local and contractual requirements.

3.21 APPROVED FINAL DISPOSAL SITE

The Contractor shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work. The Contractor shall not use any disposal facility without the written consent of the Contract Manager. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-City approved Final Disposal Site.

DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the City as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.

The Contractor will use only debris management sites or landfills authorized by the Solid Waste Authority and will coordinate with and comply with all Solid Waste Authority regulations and directions. The Contractor shall ensure FDEP approvals of debris management sites and (Florida Department of Forestry) FDOF burn authorization.

The Contractor(s) shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Contractor(s) and the City for permission to post a City inspector or authorized representative at the site for verification of each load disposed.

3.22 ADDITIONAL AS NEEDED SERVICES

DMC may be requested to perform the services detailed below, compensated under

- A. **Marine Debris Removal** – DMC shall clear waterways of debris and fallen trees as identified and directed by the City in writing. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- B. **Removal of Vehicles and Vessels** – The removal, transportation and disposal of eligible abandoned vehicles includes obtaining all necessary local, state, and federal handling permits and operating in accordance with rules and regulations of local, state, and federal regulatory agencies. No vehicles shall be removed without prior City Approval. Such approval may be made for a single vehicle or multiple vehicles depending upon the scope and severity of the debris-generating event.
- C. **Dead Animal Carcasses** – DMC shall collect, transport, and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry, and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- D. **White Goods** – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers, or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State, and local laws and regulations. White Goods may be transported to a storage area before decontamination, as long as Freon is not released during the removal, hauling, or recycling. White goods are banned from landfill disposal in the State of Florida, but are accepted for recycling.
- E. **Residential Drop-off Sites** - The City may elect to open a number of Drop-Off Sites to allow City residents to drop off debris. In the event such sites are utilized, DMC shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a TDMS or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.
- F. **E-Waste** – means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

3.23 OTHER OPERATIONAL CONSIDERATIONS

Inspection – All emergency debris shall be subject to inspection by the Debris Monitor, Contract Manager, or any public authority in accordance with generally accepted standards to ensure compliance with the contract and applicable Federal, State and local laws and regulations. DMC shall, at all times, provide the Debris Monitor and City access to all work sites, TDMSs and disposal areas.

Working Hours – Contract Work Hours and Safety Standards - CONTRACTOR shall

comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve employment of mechanics or laborers.)

Unless otherwise approved by the City, all activity associated with gathering, loading, and hauling debris shall be performed during visible daylight hours. DMC may work during these hours seven (7) days per week, including holidays. With City approval, debris reduction activities at the TDMS(s) may take place twenty-four (24) hours per day, seven (7) days per week if DMC deems it necessary and safe. DMC shall mandate employee rest breaks and mealtime when hourly rates apply. It is expected that DMC shall work daily until project completion. Holiday leave and TDMS closure may be authorized based on operational needs and with City approval. DMC shall be responsible to coordinate with the Contract Manager in the event weather conditions delay or modify the daily schedule.

Traffic Control – DMC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DMC is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMSs. DMC shall provide sufficient signage, flags, barricades, and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas.

END OF SECTION

4.0 BID SUBMITTAL FORM

ITB #2023-05

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

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.
 - (f) 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 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 the work.

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, July 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 _____

RATES FOR OTHER SERVICES, EQUIPMENT, OPTIONS AVAILABLE

If it should become necessary for the City to request the firm to render any additional services to either supplement the services requested in this ITB or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between City and the firm. Any such additional work agreed to between City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Bid Submittal.

Item	Description	Unit of Measure	Qty	Unit Price	Extended Price
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$
11				\$	\$
12				\$	\$
13				\$	\$
14				\$	\$
15				\$	\$
16				\$	\$
17				\$	\$
18				\$	\$
19				\$	\$

SIGNATURE IS REQUIRED AT THE END OF THIS SECTION

Certification that the person signing the bid is entitled to represent the firm empowered to submit the bids and authorized to sign a contract with the City of Doral.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Bid for the Bidder.

END OF SECTION

**EXHIBIT “A”
MINIMUM INSURANCE REQUIREMENTS**

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per Project)	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$2,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured
 Primary Insurance Clause Endorsement
 Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

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
--	-------------

Coverage / Endorsement Required

Employees are covered as insureds
 City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers’ Liability Limits:

\$100,000 for bodily injury caused by an accident, each accident
 \$100,000 for bodily injury caused by disease, each employee
 \$500,000 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.

Waiver of Subrogation in favor of City.

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. Umbrella should include Employer’s Liability.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors

comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida and 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 AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.

ACKNOWLEDGED:

I hereby acknowledge and confirm that upon approval of award, will take the necessary action to comply with the minimum insurance requirements as set forth within this solicitation. I accept that failure to comply at the time of contract execution may result in award being defaulted.

(Signature and Date)

Print Name:

This document must be completed and returned with your Submittal.

City of Doral



Public Works Department Road Allocation Map

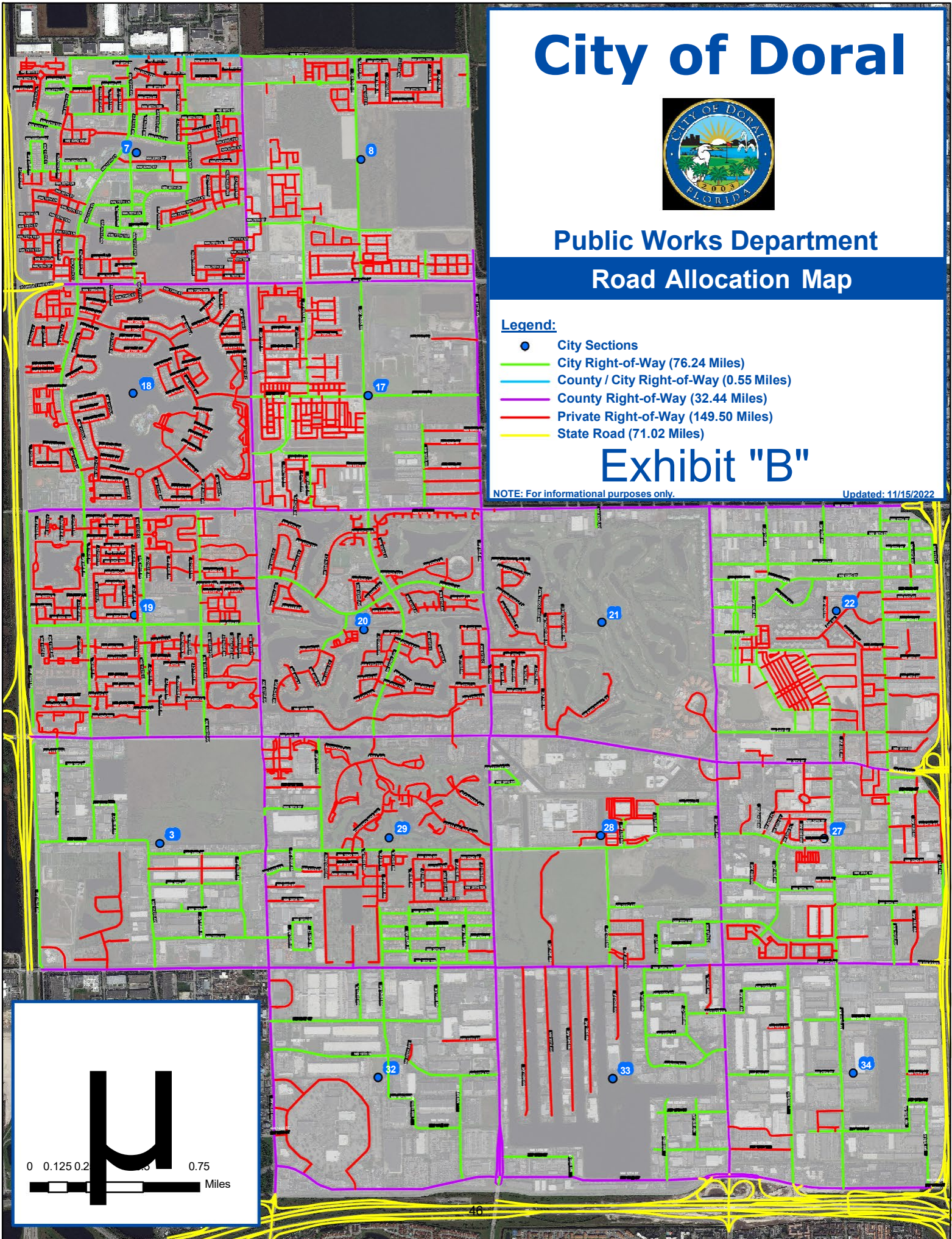
Legend:

- City Sections
- City Right-of-Way (76.24 Miles)
- County / City Right-of-Way (0.55 Miles)
- County Right-of-Way (32.44 Miles)
- Private Right-of-Way (149.50 Miles)
- State Road (71.02 Miles)

Exhibit "B"

NOTE: For informational purposes only.

Updated: 11/15/2022



City of Doral



Public Works Department Debris Staging Zone Map

Legend

 Debris Staging Site - Downtown Doral

Debris Zones

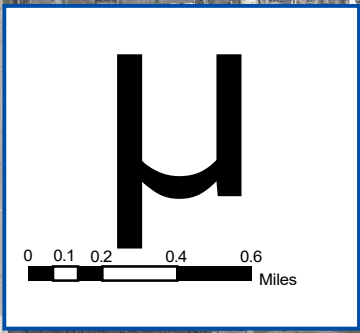
 North Zone

 South Zone

Exhibit "C"

Site A

Site B



5.0 REQUIRED FORMS / AFFIDAVITS

The forms/affidavits listed below must be completed by an official having legal authorization to contractually bind the company or firm.

Each signature represents a binding commitment upon the Contractor to provide the goods and/or services offered to the City of Doral, if the Contractor is determined to be the most responsive and responsible Bidder.

- 5.1 E-Verify Affidavit
- 5.2 Business Entity Affidavit
- 5.3 Non-Collusion Affidavit
- 5.4 No Contingency Affidavit
- 5.5 American with Disabilities Act (ADA)
- 5.6 Public Entity Crimes
- 5.7 Drug-free Workplace Program
- 5.8 Contractor Anti-Kickback Certification
- 5.9 Equal Opportunity/Affirmative Action Statement
- 5.10 Conflict of Interest Statement
- 5.11 Certificate of Authority:
 - A. Certificate of Authority, if Limited Liability Corporation
 - B. Certificate of Authority, if Corporation
 - C. Certificate of Authority, if Partnership
 - D. Certificate of Authority, if Joint Venture
- 5.12 Certificate as to Corporate Principal
- 5.13 Acknowledgement of Conformance with OSHA Standards
- 5.14 Dispute Disclosure Form
- 5.15 Contractor Anti-Boycott Certification
- 5.16 Byrd Anti-Lobbing Amendment Certification
- 5.17 Disclosure of Lobbying Activities



ADDENDUM NO. 1
City of Doral
ITB No. 2023-05
Disaster Debris Removal and Disposal Services

June 1, 2023

This Addendum No. 1 to the above-referenced Invitation to Bid is issued in response to questions from prospective respondents, or other clarifications and revisions issued by the City of Doral. The following clarifications are provided.

- 1. Question: Will the hazardous trees and limbs be cut and placed onto the ROW for collection under other items?**

Response: Yes. Under item "Debris Removal from Public Right-of-Way and Hauling to TDSRS".

- 2. Question: Will the 1 2-year additional period be renewed at the consent of both parties?**

Response: Yes.

- 3. Question: Will the tipping fees be a pass-through charge?**

Response: Yes.

- 4. Are there any additional debris staging areas contemplated other than those show in the ITB? Location?**

Response: There are currently no other areas. City is looking into additional areas within the City or in adjacent areas.

Any questions regarding this Addendum should be submitted in writing to the Procurement at email: procurement@cityofdoral.com.

Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,


Donna Rockfeld, Procurement Manager

Attachment "B"



Striking Back.

3800 NE 1st Avenue • 2nd Floor • Miami, Florida 33137

 (888) 721-4372

 (504) 482-2852

FL License No. CRC1331307

REQUEST FOR PROPOSAL

Disaster Debris Removal and Disposal Services

RFP No. 2023-05

June 15, 2023 • 10:00 AM

ORIGINAL

City of Doral

PREPARE • RESPOND • RECOVER

Points of Contact:

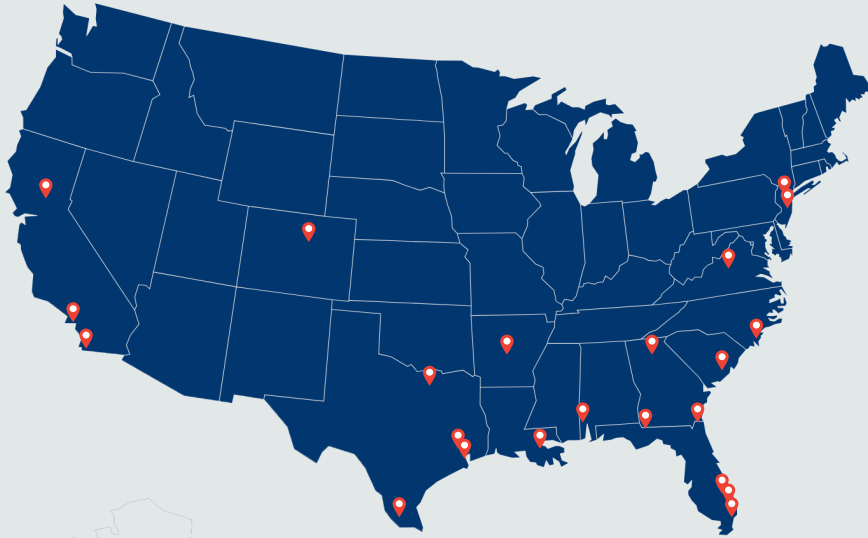


Evan Fancher
Regional Manager
Efancher@drcusa.com



Kristy Fuentes
Vice President of Compliance and Administration
Kfuentes@drcusa.com





P.O. Box 17017
Galveston, TX 77552
TTY: 888-721-4DRC
Phone: 504-482-2852
Fax: 504-482-2852
www.drcusa.com

DRC CONTACT ADDRESSES

111 Veterans Blvd., Suite 401
Metairie, LA 70005

DRC CONTACTS

EVAN FANCHER

Regional Manager

Email: efancher@drcusa.com

Cell: 205.478.6400



KRISTY FUENTES

Vice President of Compliance
and Administration

Email: kfuentes@drcusa.com

Office: 504.482.2848

Cell: 504.220.7682



JOE NEWMAN

Vice President of Operations

Email: jnewman@drcusa.com

Cell: 214.930.9300



JOHN SULLIVAN

President

Email: jsullivan@drcusa.com

Office: 504.482.2848

Cell: 832.731.8234



LISA GARCIA WALSH

Contract Manager

Email: lwalsh@drcusa.com

Office: 504.482.2848

Cell: 504.715.9052



3800 NE 1st Avenue • 2nd Floor • Miami, FL 33137 • (888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

June 15, 2023

City of Doral

Re: Disaster Debris Removal and Disposal Services
RFP No. 2023-05

Dear Sir or Madam,

DRC has had the pleasure of holding this contract with the City for over 10 years. DRC worked closely with the City of Doral following Hurricane Irma. DRC has seen firsthand how the City of Doral has been impacted by natural disasters in the past; as such, DRC can now more accurately predict project debris volumes, storage acreage needed, equipment, and manpower needed for the project in the face of an impending disaster. During this time, working relationships and partnerships have been established with local business owners, such as subcontractors and DMS landowners. DRC was honored to become part of the City of Doral's community.

DRC has an office in the City of Miami and maintains offices across the United States which provide us with geographical maneuverability along the Atlantic and Gulf Coasts and allow us to continue to provide services to Doral should any location be compromised during a disaster. DRC is vastly familiar with the area and presently holds disaster relief contracts with the City of Miami, Miami-Dade County, and Miami Shores Village. 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 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 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 Regional Manager for the City of Doral is Evan Fancher who can be reached at (888) 721-4372, by cell: (205) 478-6400 or by email: efancher@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)]



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, HAMILTON BEVERIDGE

DRC EMERGENCY SERVICES, LLC
P.O. Box 170 P.O. BOX 17017
GALVESTON TX 36608

LICENSE NUMBER: CRC1331307

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

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!

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CRC1331307 ISSUED: 06/01/2022
 CERTIFIED RESIDENTIAL CONTRACTOR
 SMITH, HAMILTON BEVERIDGE
 DRC EMERGENCY SERVICES, LLC

 Signature
 LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
 EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: CRC1331307

EXPIRATION DATE: AUGUST 31, 2024

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, HAMILTON BEVERIDGE
DRC EMERGENCY SERVICES, LLC
P.O. Box 170 P.O. BOX 17017
GALVESTON TX 36608



ISSUED: 06/01/2022

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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 Detzner
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](#) / [Search by Entity Name](#) /

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

6702 BROADWAY STREET
Galveston, TX 77554

Changed: 11/13/2018

Mailing Address

111 VETERANS MEMORIAL BLVD,
SUITE 401
METAIRIE, LA 70005

Changed: 06/10/2022

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 North Calhoun Street
Suite 4
Tallahassee, FL 32301

Name Changed: 10/29/2013

Address Changed: 04/16/2019

Authorized Person(s) Detail

Name & Address

Title Owner

DRC Equity, LLC
6702 BROADWAY STREET
Galveston, TX 77554

Title Vice President/ Secretary

Fuentes, Kristy
6702 BROADWAY STREET
Galveston, TX 77554

Title President

Sullivan, John R.
6702 BROADWAY STREET
Galveston, TX 77554

Annual Reports

Report Year	Filed Date
2021	04/27/2021
2022	04/28/2022
2022	06/10/2022

Document Images

06/10/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/28/2022 -- ANNUAL REPORT	View image in PDF format
04/27/2021 -- ANNUAL REPORT	View image in PDF format
04/09/2020 -- ANNUAL REPORT	View image in PDF format
04/16/2019 -- ANNUAL REPORT	View image in PDF format
04/18/2018 -- ANNUAL REPORT	View image in PDF format
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
01/13/2014 -- ANNUAL REPORT	View image in PDF format
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

DRC's team has decades of experience providing extensive disaster recovery and emergency management services to federal, state, and local governments. 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. DRC has managed over 650 debris removal projects, including the removal of 178,600,000 cubic yards of debris. Setting new industry standards is what our customers have come to expect; DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$3.2 billion in contracts, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.



The primary mission of our company is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC is highly capable in managing all facets of a disaster, particularly because of our extensive experience in communicating with our clients. Through our experience, we have developed an inherent understanding of how to direct emergency response and recovery.

DRC has provided a plethora of services in response to disaster recovery including, but not limited to:

- 🌐 Disaster Planning & Training
- 🌐 Technical Assistance and Project Management
- 🌐 Debris Management
- 🌐 Right of Way Maintenance
- 🌐 Private Property Debris Removal
- 🌐 Tree Trimming & Removal
- 🌐 Temporary Site Management Reduction, Recycling & Disposal
- 🌐 Hazardous Waste Segregation
- 🌐 Final Disposal Management
- 🌐 Marine Debris Removal & Recovery
- 🌐 Sand Screening & Beach Restoration
- 🌐 Wildfire Structural Debris Removal
- 🌐 Demolition
- 🌐 Oil Spill Response and Recovery
- 🌐 Temporary Housing and Logistics
- 🌐 Infectious disease Planning and Response
- 🌐 Covid-19 Vaccination Sites and Temporary Hospitals

“The contractor effectively managed all members of their team, schedule, and provided a quality product. With what I know today about the contractor’s ability to execute what they promised, I would award to them today if I had a choice. Outstanding debris removal contractor!”

-Jesse Scharlow, Contracting Officer, Louisville District, U.S. Army Corps of Engineers

NOTABLE ACHIEVEMENTS AND EXPERIENCE

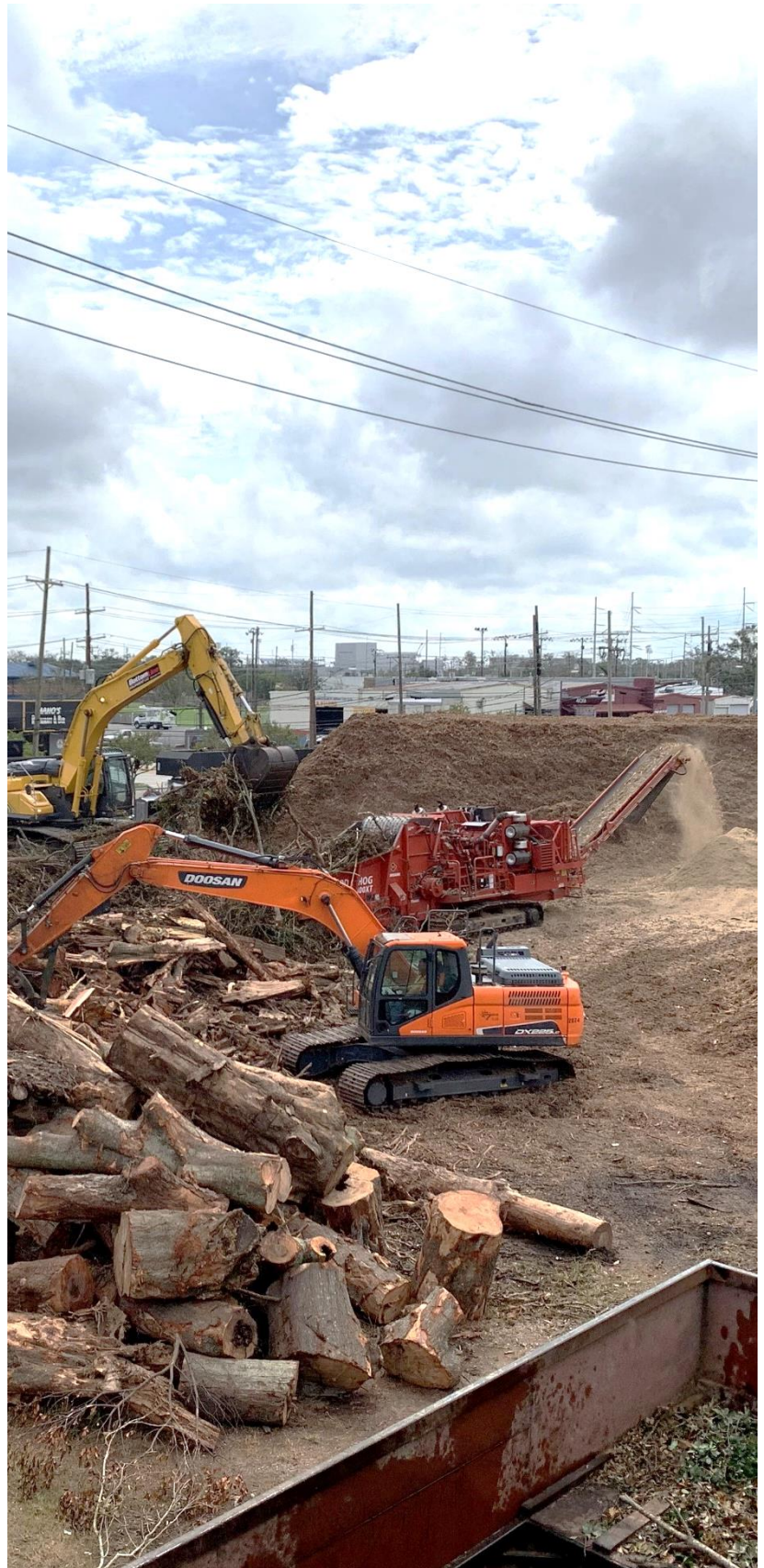
- 🌐 In 2022, DRC worked in response to many different types of events including: Red-Tide Fish Kill, Tornadoes, Tropical Storm, Hurricane Ian, Flooding, Fire, Winter Storm, Ice Storm. These events had a combined contract total of **over \$159,300,000** and DRC removed and disposed of **over 3,698,000 cubic yards** of debris during this time.
- 🌐 In 2021, DRC removed **over 17,000,000 cubic yards** of debris and managed **82 debris management sites** in response to Hurricane Ida alone.
- 🌐 In 2020, DRC was activated in **45 jurisdictions**, managed **81 debris management sites**, and removed and disposed **over 6,400,000** cubic yards of debris.
- 🌐 Simultaneously mobilized, staffed, and successfully operated **53 individual projects** throughout the Southeastern US during the 2017 Hurricane Season.
- 🌐 Established a **single-day productivity record** for post-disaster debris removal as recognized by FEMA in 2008 for collecting 440,000 cubic yards.
- 🌐 Designed, implemented, managed and financed a **150-mile Gulf of Mexico shoreline protection system** in response to the BP oil spill.
- 🌐 Established industry standards for total volume recycled by **recycling 100% of the 5.6 million cubic yards collected** in Houston, TX following Hurricane Ike.



BACKGROUND AND CAPACITY

Since its inception, DRC has responded and navigated through countless disaster events that included hundreds of contracts, each involving a unique community with distinct circumstances. In the past, DRC has picked up as little as 170 cubic yards for a single client and over 17.5 million cubic yards during 31 simultaneous activations. Having performed debris operations across the nation for decades, DRC has engaged a network of over 3,000 subcontracting partners. Our relationship with these contractors **guarantees that no matter the size or location of an event, DRC will respond timely.**

When disasters hit
communities,
DRC Emergency Services
is there. We stand by
ready to help you
**prepare, respond, &
recover**
in the face of disaster.



DRC'S DEBRIS EXPERTISE

650+

PROJECTS
MANAGED

178,600,000

CUBIC YARDS OF DEBRIS REMOVED



MORE THAN
\$3.2B

IN CONTRACTS MANAGED

6.4M



HAZARDOUS TREES &
LIMBS REMOVED

68

FEMA
DECLARED
DISASTERS

BONDING
CAPACITY

\$1B

440,000

CUBIC YARDS COLLECTED

SETTING FEMA SINGLE-DAY
PRODUCTIVITY RECORD

IN **28**
STATES AND
1 TERRITORY

"To date, DRC has cleared our ROW's of approximately 1 million cubic yards of debris and removed dangerous leaners and hangers.

They have proven to be experienced and knowledgeable in the storm debris removal process and an invaluable asset in our recuperation effort."

— Juan M. Maldonado, Esq., Deputy Secretary,
Chief Compliance Officer Fiscal Plan, Gov. of
Puerto Rico Department of Transportation and
Public Works



5 Year Project History

2022

Wildfire
Flood
Tornadoes
Tropical Storm
Hurricane
Winter Storm

\$159,353,792

3,698,490
cubic yards

2021

Hurricanes
Flood
Winter Storm
Tornadoes

\$433,009,227

18,948,275
cubic yards

2020

Hurricanes
Fires
Derecho

\$180,990,554

6,449,031
cubic yards

2019

Tropical Depression
Hurricanes
Tornadoes

\$6,091,446

390,713
cubic yards

2018

Hurricanes
Tornadoes
Marine/Waterway
Debris Removal

\$271,381,877

23,398,766
cubic yards

RELEVANT WORK EXPERIENCE

2022	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Ian	Florida: Bradenton, City of Debarry, City of Deland, Daytona Beach, FDEM, FDOT Districts 1,2, & 5, Lakeland, Lee County Schools, Longboat Key, Maitland, Manatee, Sarasota County, Sarasota Schools, St. Augustine, FL	17	3,254,038 <i>Ongoing</i>	\$107,924,786 <i>Ongoing</i>
2021	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Ida	Alabama: Dauphin Island Louisiana: Abita Springs, Ascension Parish, Assumption Parish, Baker, Bayou Lafourche Water District, Central, Donaldsonville, East Baton Rouge Parish/City of Baton Rouge, Gramercy, Iberville Parish, Jefferson Parish, LADOTD 61, LADOTD 62, Lafourche Parish, Lafourche School District, Lutcher, Napoleonville, Pointe Coupee Parish, Port Fourchon, Sorrento, Southeast Flood Protection Authority, St. Charles Parish, St. Bernard Parish, St. James Parish, St. Tammany Parish, Tangipahoa Parish, Terrebonne Parish, Pennsylvania: Montgomery County	82	17,573,949	\$317,700,611
2020	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Zeta	Alabama: Alabama DOT, Clarke County, Dauphin Island, Mobile, Mobile County, Selma, Washington County Georgia: Forsyth County Louisiana: New Orleans, Slidell, St. Charles Parish, St. Bernard Parish, Terrebonne Parish, Jefferson Parish, Plaquemines Parish Mississippi: Lucedale, Moss Point, Stone County	32	2,020,000	\$21,743,693
Hurricane Delta	Louisiana: Acadia Parish, Baker, Central, East Baton Rouge Parish, Lafayette Parish, Pointe Coupee Parish, St. Landry Parish, West Feliciana Parish	9	560,000	\$7,047,143
Hurricane Sally	Alabama: Dauphin Island, Mobile, Mobile County, Pritchard, Semmes Florida: Gulf Breeze, Mary Esther, Niceville	11	1,035,146	\$23,029,702
Hurricane Laura	Louisiana: Acadia Parish, Crowley, Grant Parish, Jefferson County Drainage District, Jefferson Davis Parish, Lafayette Parish, Natchitoches, Natchitoches Parish, Ouachita Parish, Vernon Parish, Winn Parish Texas: Matagorda County	27	2,513,185	\$32,667,393
Hurricane Isaias	Florida: Deland, North Carolina: City of Wilmington	2	237,497	\$2,738,159
2019	Activations	Temporary Sites	Cubic Yardage	Contract Value
2019 Hurricane Season	Louisiana: Assumption Parish, Pointe Coupee Parish, Terrebonne Parish, Lafayette Parish, Central, East Baton Rouge Parish/City of Baton Rouge Florida: City of Miami Beach	5	390,713	\$6,091,446

2018	Activations	Temporary Sites	Cubic Yardage	Contract Value
	North Carolina: Town of Pine Knoll Shores, Wilmington, Pender County Texas: Jefferson County, City of Liberty, Nederland, and Houston			
Hurricane Michael	Florida: Holmes County, Jackson County, Florida Department of Transportation, Tyndall Air Force Base, NSA Panama City Georgia: Colquitt	27	5,458,219	\$ 85,415,129
Hurricane Florence	North Carolina: Pender County, Wilmington, Havelock, Burgaw, Pine Knoll Shores, Surf City, Topsail Beach, Pamlico County, New Hanover County, Greene County, Southport, Jones County, and Sampson County, Camp Lejune	18	2,518,939	\$ 34,572,767.81
Alabama Tornado Outbreaks	Alabama: Calhoun County, St. Clair County, and the City of Jacksonville	2	350,881	\$ 5,009,976.14
2017	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Harvey	Texas: Texas GLO, Waller County, Harris County, Jefferson County, Port of Corpus Christi, Cities of Aransas Pass, Groves, Cleveland, Bellaire, Humble, Nederland, Port Aransas, Houston, Jacinto, Port Arthur, Piney Point Village, Port Neches, and Texas City	16	3,579,940.50	\$ 89,426,277.00
Hurricane Irma	Florida: Florida Department of Transportation, Florida Department of Environmental Protection, Monroe County, Citrus County, Miami-Dade County, Coconut Creek, Cutler Bay, Daytona Beach, Debarry, Deland, Fernandina, Ft. Lauderdale, Indian Creek Village, Inverness, Largo, Miami, North Miami, North Miami Beach, Surfside, Orange City, Orlando, Palm Beach Gardens, Pembroke Pines, Redington Beach, and St. Augustine Georgia: Brunswick	30	2,159,454.64	\$ 48,775,168
Hurricane Maria	Puerto Rico: Department of Transportation and Public Works	8	1,082,845.80	\$ 78,295,107
2016	Activations	Temporary Sites	Cubic Yardage	Contract Value
Winter Storm Jonas	Maryland: Maryland Department of General Services, State of Maryland, Prince Georges County and City of Baltimore Virginia: Loudoun County	N/A	N/A	\$ 1,002,792
Multiple Severe weather events and flooding	Texas: Harris County, Houston, Texas DOT Louisiana: East Baton Rouge parish, Ascension Parish, Tangipahoa Parish, Lafayette Parish, St. Martin Parish, City of Baker, Assumption Parish, Iberville Parish, City of St. Gabriel,	5	2,800,000.00	\$ 50,000,000
Hurricane Hermine	Florida: Citrus County, Leon County	N/A	26,694.25	\$1,792,096.93

Hurricane Matthew	Florida: Daytona Beach, Ormond Beach, Deland, Orange City, St. Augustine, Sebastian North Carolina: New Hanover County, Pender County, Hyde County, Greene County, City of Wilmington, City of North Topsail Beach Georgia: Georgia Department of Transportation	14	579,473.65	\$13,572,406.02
2015	Activations	Temporary Sites	Cubic Yardage	Contract Value
Texas Flood Event	Texas: Texas Department of Transportation, City of Houston, and City of Bellaire	N/A	238,463.00	\$ 2,039,329
Louisiana Storm Event	Louisiana: East Baton Rouge Parish and Ascension Parish	N/A	135,977.96	\$ 875,867
2014	Activations	Temporary Sites	Cubic Yardage	Contract Value
Winter Ice Storms	South Carolina: South Carolina Department of Transportation North Carolina: New Hanover County, Pender County, City of Wilmington, City of Thomasville and City of Archdale	15	1,839,119.82	\$ 54,449,473



FINANCIAL STRENGTH & STABILITY

DRC is one of the most **financially sound and stable companies** in the disaster response industry. With a **bonding capacity of over \$1 billion** and access to dedicated cash and credit lines in **excess of \$400 million**, DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. During high storm 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's combined contract total for 2022 is valued at over \$159,000,000. During this time, DRC removed and disposed over 3,600,000 cubic yards of debris across 9 states.
- 🌐 In 2021, DRC removed over 17,000,000 cubic yards of debris and managed 82 debris management sites in response to Hurricane Ida alone. Our combined contract total for 2021 was valued at over \$300,000,000.
- 🌐 The 2020 hurricane season consisted of numerous hurricanes including Hurricanes Hanna, Laura, Isaias, Sally, Delta, and Zeta; DRC was mobilized in Alabama, Georgia, Louisiana, Mississippi, Florida, Texas, and North Carolina and removed and disposed of over 5,900,000 cubic yards of debris for contracts totaling over \$180 million.
- 🌐 The 2018 hurricane season brought several storms, most notably Hurricanes Florence and Michael. With only two weeks of reprieve between each storm, DRC mobilized in Florida, North Carolina, Virginia and Georgia simultaneously.
- 🌐 Three major hurricanes hit continental North America in 2017, Hurricanes Harvey, Irma, and Maria, consecutively. DRC managed a total of 53 projects simultaneously in the months that followed these disasters, totaling to \$207 million and 6 million cubic yards.
- 🌐 2016 brought several severe flooding events, primarily in Texas and Louisiana. Additionally, Hurricanes Hermine and Mathew wreaked havoc on Florida and the East Coast. DRC was activated in 30 total jurisdictions, DRC picked up a total of 4 million cubic yards of debris, totaling to an estimated amount of \$64.7 million contract value.
- 🌐 The winter of 2014 wreaked havoc on the eastern seaboard. Working primarily in South Carolina and North Carolina, DRC managed the debris removal for 5 counties in North Carolina and 8 counties for SCDOT. Removing over 225,000 trees and 1,400,000 cubic yards, the contract value is \$54,449,473.
- 🌐 DRC successfully performed in at least 9 contracts that were directly related to the British Petroleum Deepwater Horizon 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 to the regions affected. The total contract value is \$185,334,469.

Banking

Texas Capital Bank

Leila Aloï

Senior VP Corporate Banking

One Riverway, Suite 2100

Houston, TX 77056

(832) 308-7005

Leila.Aloi@texascapitalbank.com

Surety

Bowen, Michlette & Britt Insurance

Agency LLC

Toby Michlette

Surety Bond Producer, Senior VP

1111 North Loop West, Suite 400

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Tmiclette@bmbinc.com

Insurance

McGriff, Seibels & Williams

Rob Harrison

10100 Katy Freeway

Suite 400

Houston, TX 77043

(713) 940-6544

Rob.harrison@mcgriff.com

DRC has never failed to complete any awarded work, defaulted on a contract, or filed for bankruptcy. The company has a 100% assignment completion record.

 Texas Capital Bank

January 17, 2023

To Whom It May Concern:

DRC Emergency Services LLC and affiliates have the financial resources to support business operations and the ability to obtain additional resources if needed. The companies have a multi-year syndicated revolving credit facility led by Texas Capital Bank with borrowing capacity up to \$500,000,000. The Companies have the financial capability to finance hundreds of millions of dollars in volume of work, without interference or slow down. The amount can be repaid and redrawn, subject to compliance with the terms of the Company's credit agreement. The credit agreement runs through January 31, 2027.

In addition to the Syndicated Credit Facility with our bank, the owners of DRC Emergency Services LLC and affiliates keep ample levels of additional Working Capital available at a moment's notice.

We have personally banked the owners of the companies for over 15 plus years and they have been a valued client of the bank, have always paid as agreed, and are one of the highest valued clients in the bank. We have witnessed them work on multiple projects and coordinate large scale efforts with excellent execution.

Please feel free to contact me should you need additional information.



Leila Z. Aloï
Senior Vice President
Texas Capital Bank
832-308-7005

1330 Post Oak Blvd., Suite 1700
Houston, TX 77056
832.308.7000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2023

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

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

PRODUCER McGriff Insurance Services, LLC 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME: Julia Becvar PHONE (A/C, No, Ext): 713-877-8975 E-MAIL ADDRESS: jbecvar@mcgriff.com	FAX (A/C, No): 713-877-8974
	INSURER(S) AFFORDING COVERAGE	
INSURED DRC Emergency Services, LLC P.O. Box 17017 Galveston, TX 77552	INSURER A :Crum & Forster Specialty Insurance Company	NAIC # 44520
	INSURER B :United States Fire Insurance Company	21113
	INSURER C :Texas Mutual Insurance Company	22945
	INSURER D :Argonaut Insurance Company	19801
	INSURER E :Vantage Risk Specialty Insurance Company {16275}	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** KFHXMUMY **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:			ECG107062	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1337543307	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			EFX122599	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	0001307608 TX WC928968471754 OS	03/31/2023	03/31/2024	<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
E	Contractors Pollution & Errors & Omissions			P03CP0000033200	03/31/2023	03/31/2024	Contractor's Pollution \$ 5,000,000 Errors & Omissions \$ 5,000,000 Policy Aggregate \$ 5,000,000

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

CERTIFICATE HOLDER DRC Emergency Services, LLC 111 Veterans Memorial Blvd., Suite 401 Metairie, LA 70005	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>R. Michael Broadlove, Jr.</i>
--	--



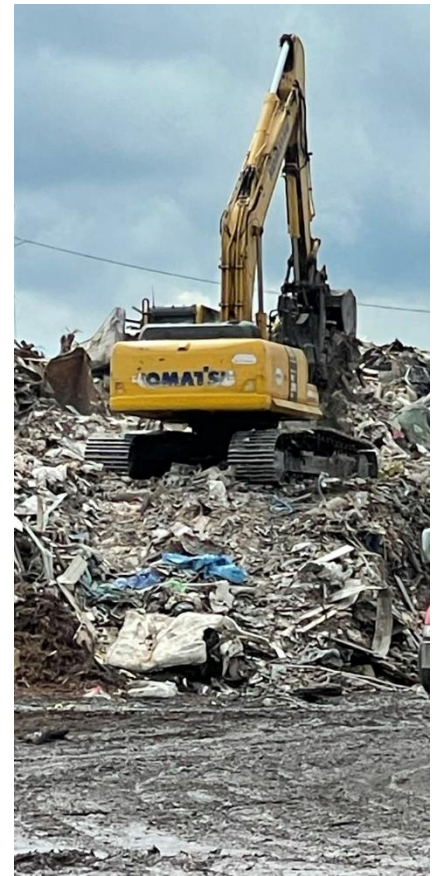
COMMITMENT TO COMPLIANCE & ETHICAL BUSINESS CONDUCT

DRC strives to provide the most dependable, honest, customer-centric service in the industry while upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with all laws, rules, and regulations, DRC’s senior management has established a formal code of business conduct that all contractors and individuals are expected to adhere to.

Kristy Fuentes, DRC’s Vice President of Compliance and Administration, oversees the Corporate Compliance Program. Her responsibilities include:

- 🌐 Evaluating internal and external compliance issues/concerns relating to DRC’s interaction with customers
- 🌐 Ensuring that our management, employees, and customers are in compliance
- 🌐 Serving to form a valuable line of communication between the company and customers
- 🌐 Acting as a conduit to the President by monitoring and reporting results of the ethics practices of the company
- 🌐 Providing guidance to the senior management team

Ms. Fuentes is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program.



Application of Core Values

DRC is committed to upholding our core values in all aspects of business and conduct. We expect all personnel to apply these values:

- 🌐 To our **customers** we place highest priority on our response time to a disaster, our effectiveness, and the quality of our service and solutions.
- 🌐 To our fellow **employees** we look out for their welfare, safety and health. We promote an environment that encourages new ideas, enjoyment of work, and equal opportunity for advancement.
- 🌐 To our **suppliers and subcontractors**, we are fair and professional, honoring our commitments to business partners who hold our same values.

COMPLIANCE STANDARDS AND PROCEDURES

DRC aspires to be the “**first in response**” for natural and man-made disasters by being prepared, responsive, competent, and demonstrating ethical business conduct. Headed by a team of caring people, 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.

Our senior management and key personnel are committed to the highest standard of ethical conduct and compliance. Our senior management team has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs.



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.

Our mission is to provide the most **dependable, honest and customer-centric** services in the industry by building **lasting relationships** with the clients we serve.

We are among the leading disaster management and civil construction groups in the United States, specializing in providing emergency preparation, disaster response and recovery from major catastrophes. Our experience covers all facets of a project, including the FEMA reimbursement process.

At DRC we’re always *striking back* against disaster.

SAFETY PROCEDURES

Through careful planning and rigorous attention to training and safety procedures, DRC ensures the health and safety for both personnel and the general public. DRC's Corporate Safety Plan includes basic policies, an accident prevention plan and a substance abuse policy.

Key safety plan components include:

1. Continuous instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their work;
2. A reward system for consistent safe operation and performance.

This organization's safety goals are to provide and maintain safe work environments and establish procedures which will:

- 🌐 Safeguard public, government personnel, and property
- 🌐 Provide a safe work environment for employees and subcontractors
- 🌐 Avoid interruptions to operations and delays involving project completion
- 🌐 Increase morale
- 🌐 Enhance cost measures through safe practices

DRC's staff includes Sam Dancer, Safety Officer, Jay Gunter, Taylor Jumonville, and Scott Matthews, MOT Specialists, who bring invaluable skill and expertise to each project. With over 100 FEMA/OSHA certifications, Mr. Dancer oversees training and safety procedures. Mr. Gunter is MOT certified and successfully certified over 2,000 flaggers to meet MOT guidelines for Temporary Traffic Control Flagging Operations in 2021 alone.

A copy of DRC's Corporate Safety Plan is available for review upon request.

Employee Performance and Training

As one of the leading disaster response companies in the United States, DRC has developed one of the most comprehensive employee training modules in the industry. Every staff member is continuously trained in:

- 🌐 Online FEMA doctrine
- 🌐 Safety performance and practice
- 🌐 Certifications relative to individual disciplines

All personnel records (management, supervisors, foremen and laborers) are maintained to ensure all personnel have current training and certification relative to their job assignment. All of DRC's personnel receive specialized training in emergency management and are encouraged to further their education.



***"Your attention
to safety is to be
commended."***

Cynthia Halsey,
Environmental Services,
Okaloosa County, Florida



Drug Free Workplace Program

It is the goal of DRC to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988. DRC has adopted the following policies on a case-by-case basis:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. As an on-going condition of employment, employees are required to abide by this prohibition and to notify her/his supervisor, the Managing Director, or Vice President in writing and within five (5) days of the violation of any criminal drug statute arrest or conviction they receive.
3. Employees who violate this prohibition or receive such a conviction are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
4. DRC provides information about drug counseling and treatment.
5. DRC reserves the right to search and inspect for the maintenance of a safe workplace.







Technical Training & Educational Services

DRC Emergency Services, LLC can help local government prepare for almost any contingency with confidence. DRC's Director of Technical Assistance and Training, Tony Furr, provides on-going education to DRC's personnel and the jurisdictions we serve. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

DRC's staff is highly trained to aid local governments with comprehensive planning and support. **We are committed to helping our clients understand the principals of Emergency Management** and have had overwhelming success providing training programs and pre-event planning workshops.

Mr. Furr and our Key Personnel are always available to provide the City of Doral with planning and training exercise. DRC will provide regular training and feedback sessions annually or on a more frequent basis to the City as a service at no additional cost.

Typical workshops include:

-  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 jurisdictions by inviting neighboring communities to a combined training session.

"I have been city manager for over 50 years. DRC is the best Hurricane contractor I have had the opportunity to work with."

Samuel Kissinger, City Manager, Indian Creek Village, FL

10 YEAR PAST PERFORMANCE

Please see below for projects performed by DRC over the last decade. Project values below with asterisks (*) are in progress and amounts are subject to change.

2023	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
April	Little Rock, AR	2023 Tornado Removal and Disposal of Storm Debris	*\$1,970,715.17
April	Monroe County, MS	Contract for Tornado Debris and Removal Services	*\$688,351.90
March	Pottawatomie County, OK	February 2023 Tornado- Debris Removal	\$18,621.49
March	Manatee, FL	Red Tide-Fish Kill	\$26,483
February	City of Houston, TX	Heavy Trash, Bulk, and Junk Waste Collection Services	*\$655,824.66
February	City of Tyler, TX	Bulk Waste & Brush Services - Winter Storm Mara	\$296,730.00
February	City of Lakeway, TX	Bulk Waste & Brush Services - Winter Storm Mara	\$694,710.00
February	City of Austin, TX	Disaster Debris Removal- Winter Storm Mara	*\$8,461,328.87
January	Alabama Department of Transportation - Dallas County	Dallas County Tornado	*\$3,874,233.70
January	City of Lake Charles, LA - Batch 3	Private Property Debris Removal Program - Hurricane Laura	*\$193,450.00
January	City of Lake Charles, LA - Batch 7	Private Property Debris Removal Program - Hurricane Laura	*\$180,000.00
2022	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Manatee, FL	Red Tide-Fish Kill	\$13,495.00
December	St. Charles Parish, LA	Winter Tornado Debris Removal	\$97,343.44
December	St. Bernard Parish, LA	Winter Tornado Debris Removal	*\$181,447.84
November	Florida Department of Emergency Management - JV	Debris Removal- Hurricane Ian DR-4673	*\$29,770,693.04
November	Florida Department of Environmental Protection - JV	Waterway Debris Removal	*\$88,171,203.41
November	St. Augustine, FL	Storm Nicole Tropical	\$24,196.37
November	Hollywood, FL	Hurricane Nicole - Hourly work	\$14,953.75
October	Houston, TX	Mechanical & Hydraulic Dredging	\$1,936,596.32
October	Sarasota Schools, FL	Debris Removal	\$85,088.88
October	FDOT District 1	Emergency Debris Removal and Hazardous Tree Limb & Stump Removal	\$595,178.64
September	Lee County Schools	Debris Removal - Hurricane Ian DR-4673	\$315,845.98
September	Lakeland, FL	Debris Removal - Hurricane Ian DR-4673	\$1,654,141.04

September	Daytona Beach, FL	Debris Removal - Hurricane Ian DR-4673	*\$3,102,724.02
September	City of Deland, FL	Debris Removal - Hurricane Ian DR-4673	\$961,843.88
September	City of Debarry, FL	Debris Removal - Hurricane Ian DR-4673	\$943,747.84
September	St. Augustine, FL	Debris Removal - Hurricane Ian DR-4673	\$59,775.35
September	Bradenton, FL	Debris Removal - Hurricane Ian DR-4673	\$302,085.74
September	Longboat Key, FL	Debris Removal - Hurricane Ian DR-4673	\$334,105.91
September	FDOT District 5	Debris Removal - Hurricane Ian DR-4673	\$158,673.58
September	FDOT Perry	Debris Removal - Hurricane Ian DR-4673	\$15,000.00
September	FDOT Chiefland	Debris Removal - Hurricane Ian DR-4673	\$25,281.50
September	Sarasota County, FL	Debris Removal - Hurricane Ian DR-4673	\$20,975,013.19
September	Manatee, FL	Debris Removal - Hurricane Ian DR-4673	\$7,945,240.76
September	Maitland, FL	Debris Removal - Hurricane Ian DR-4673	\$141,151.33
September	Richmond, VA	Reduction and Haul Out	\$315,000.00
August	City/County of St. Charles	2022 Flooding	\$11,979.84
August	Larimer County, CO	Sediment Removal - Buckhorn Creek	\$1,850,071.00
July	East Baton Rouge Parish/City of Baton Rouge	Annual Channel Clearing Project – Elbow Bayou and Claycut Bayou	*\$1,537,979.40
July	City of Mayfield, KY	Private property debris removal in response to tornado	\$5,266,377.68
July	Lake Charles, LA	Private property debris removal and demolitions - Hurricane Laura DR-4559	\$218,136.00
May	City of Austin, TX	Bulk Waste Debris Removal	\$1,019,362.50
April	Boulder County, CO	Marshall Fires Phase 2	\$26,903,041.87
March	St. Bernard, LA	2022 Tornado	\$594,135.08
February	City of Houston, TX – Roger’s Gully	Mechanical Sand and Waterway Debris Removal, Lake Houston	\$7,007,416.52
February	Lakeland, TN	2022 Ice Storm Debris Cleanup	\$103,766.00
February	LADOTD Jefferson Ditches	Emergency Ditch, Culvert, and Catch Basin Cleaning – Hurricane Ida DR-4611	\$3,818,278.00
January	Point Coupee, LA	Bulky Waste	\$6,487.50
January	SCDOT	Winter Storm Izzy	\$40,135.00
January	Boulder County, CO	Marshall Fires Phase 1	\$266,716.84
January	City of Monroe, LA	Bulk Waste Debris Removal	\$271,600.00

2021	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	TXDOT Brazoria County	Debris Removal – Tropical Storm Nicholas	*\$615,045.70
December	LADOTD 02 St. Bernard	Emergency Drainage Cleaning for Florissant Hwy (LA46)	\$192,815.28
December	TXDOT	Disaster Debris Removal Services – Tropical Storm Nicholas	\$53,407.50
December	USACE - Graves County, Kentucky	2021 Tornadoes	\$12,640,181.52
December	Greater Louisiana Port Commission - Port Fourchon, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$631,513.60
December	Ascension Parish Waterway (Canal), LA	Disaster Debris Re Canal Disaster Debris Removal Services – Hurricane Ida DR-4611	\$11,287,635.40
October	Village of Napoleonville, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$38,941.40
October	Southeast Flood Protection Authority	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$2,690,963.63
October	Dauphin Island, AL	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$3,140,135.00
September	Bay City, TX	Disaster Debris Removal Services – Tropical Storm Nicholas	*\$236,335.95
September	Matagorda County, TX	Disaster Debris Removal Services – Tropical Storm Nicholas	*\$298,988.17
September	Lafourche School District, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$429,298.01
September	Bayou Lafourche Water District, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$5,890,173.13
September	St Charles Parish, LA	Canal Disaster Debris Removal Services – Hurricane Ida DR-4611	\$2,339,823.10
September	Sorrento, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$115,857.17
September	Town of Gramercy, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$305,274.00
September	Pointe Coupee Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$13,537.50
September	Iberville Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$140,329.15
September	Assumption Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$215,899.11
September	Baker, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$135,403.20
September	St. Tammany Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$43,757,042.06
September	Town of Litcher, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$424,647.81
September	Montgomery County, PA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$11,944,812.49
September	Donaldsonville, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$282,656.27
September	Central, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$441,364.66
September	St. James Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$1,381,257.45
September	Ascension Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$5,289,860.19

September	Jefferson Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$35,754,679.92
September	LADOTD 61	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$5,913,629.58
September	LADOTD 62	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$30,900,053.55
August	Terrebonne Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$44,199,509.53
August	Tangipahoa Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$42,275,640.66
August	Abita Springs, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$26,868
August	St. Charles Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$18,672,467.27
August	Lafourche Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$17,253,946.46
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$10,938,467.34
August	St. Bernard Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$2,253,489.28
	Randolph County – ACCA	Alabama Tornadoes	\$83,352.47
July	FDOT District 2 Perry	Emergency Cut & Toss - Tropical Storm Elsa EM-3561	\$15,000.00
July	FDOT District 2 Chiefland	Emergency Cut & Toss - Tropical Storm Elsa EM-3561	\$18,326.25
July	Foley, AL	Hurricane Debris Stream Cleanout - Hurricane Sally DR-4563	\$15,000
July	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	\$10,483,667.44
June	Pinellas County, FL	Red Tide Fish Kill	\$2,070,438.47
June	Ascension Parish, LA	May weather event	\$2,631.14
June	State of Washington	Town of Malden Fire Cleanup	\$4,600,000.00
May	East Baton Rouge, LA	May Flood Event	\$505,060.62
April	City of Mobile, AL	Bulky Waste	\$38,637.50
April	Coweta, GA	Disaster Debris Clearance and Removal Services	\$35,089.08
April	City of Austin, TX	Winter Storm Debris Removal	\$382,005.00
April	Shelby County, AL	Alabama Tornadoes	\$511,206.78
April	Calhoun County, AL	Alabama Tornadoes	\$2,942,622.86
April	Westwego (City of), LA	Hurricane Zeta DR-4573	\$22,440.00
March	Central, LA	Winter Storm Debris	\$51,300.00
February	East Baton Rouge	Winter Storm Debris Removal	*\$1,130,963.16
February	Texas Department of Transportation	Waterway Debris Removal	\$316,915.00

January	CalRecycle, CA	2020 Fires, Debris Removal & Hazard Tree Removal Services	*\$81,651,575.10
January	Washington County, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4573	\$2,806,056.32
January	Clarke County, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4573	\$4,299,718.14
2020	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	State of Washington	Town of Malden Fire Clean up	\$4,567,224.89
November	City of Selma, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$1,472,310.16
November	Mobile County, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$5,075,456.97
November	City of Prichard, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$836,185.25
November	Stone County, MS	Disaster Debris Removal Services – Hurricane Zeta DR-4576	\$1,462,022.56
November	City of Lucedale, MS	Disaster Debris Removal Services – Hurricane Zeta DR-4576	\$513,307.96
November	City of Moss Point, MS	Disaster Debris Removal Services – Hurricane Zeta DR-4576	\$128,758.93
November	City of Alexander City, AL	Weather Event of April 2020	\$281,101.19
November	Forsyth County, GA	Disaster Debris Removal Services – Hurricane Zeta DR-4579	\$49,837.85
October	Plaquemines Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$370,612.8
October	City of Niceville, FL	Disaster Debris Removal Services – Hurricane Sally DR-4564	\$31,410.39
October	ALDOT- Grove Hill District	Disaster Debris Removal Services – Hurricane Zeta DR-4573	\$9,254,899.38
October	City of Slidell, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$367,233.00
October	Jefferson Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$2,937,024.93
October	City of New Orleans, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$391,359.16
October	Terrebonne Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$89,187.06
October	St. Charles Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$97,940.95
October	St. Bernard Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$591,978.10
October	City of Kenner, LA	Food Services – Hurricane Zeta DR-4577	\$23,685
October	Jefferson County, TX	Logistic Services – Hurricane Delta	\$13,530
October	City of Baker, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$121,977.20
October	East Baton Rouge, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$684,139.37
October	City of Central, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$106,353
October	Pointe Coupee Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$27,000

October	West Feliciana Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$94,143.05
October	Lafayette Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$4,883,624.13
October	Acadia Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$1,054,273.01
October	City of Semmes, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$77,396
October	Vernon Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$11,769,350.27
October	Natchitoches Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$793,043.66
September	Jefferson County Drainage District, TX	Logistic Services – Hurricane Laura DR-4559	\$12,886.39
September	City of Mary Esther, FL	Disaster Debris Removal Services – Hurricane Sally DR-4564	\$14,832.68
September	Jackson County, FL	Private Property Debris Removal— Hurricane Michael (DR-4399)	\$459,716.62
September	City of Gulf Breeze, FL	Disaster Debris Removal Services – Hurricane Sally DR-4564	\$1,023,202.02
September	Town of Dauphin Island, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$991,095.96
September	Mobile County, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$4,438,764.67
September	City of Mobile, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$10,143,825.52
September	Winn Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,184,514.30
September	Natchitoches Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$793,043.66
September	City of Natchitoches, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$14,832.68
September	City of Cedar Rapids, IA	Collection of C&D Storm Damaged Household Items – Derecho Severe Storms DR-4557	\$267,066.73
September	Grant Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$11,817,169.83
August	Ouachita Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,239,882.51
August	Jefferson Davis Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,290,672.78
August	Lafayette Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$397,790.77
August	City of Crowley, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$282,736.22
August	State of Louisiana	Emergency Support Trailers – Hurricane Laura DR-4559	\$202,000
August	Jefferson County Drainage District	Emergency Disaster Assistance Recovery- Hurricane Laura DR-4559	\$12,886.39
August	City of Deland, FL	Disaster Debris Removal – Hurricane Isaias	\$45,606.46
August	City of Wilmington, NC	Debris Management Recovery & Removal Services- Hurricane Isaias	\$2,692,553.05
July	Matagorda County, TX	Debris Clearance & Removal – Hurricane Hanna	\$411,067
July	City of Central, LA	Debris Removal in response to Weather Event	\$3,400

May	Virginia Department of Emergency Management	COVID-19 Support	\$506,232.04
May	Lafourche Parish, LA	Debris Removal and Recovery Services	\$143,375
May	St. Charles Parish, LA	May 15 Flood Event	\$62,372.41
April	City of Mount Juliet, TN	Tornado Debris Removal (DR-4476)	\$1,258,201.54
April	Puerto Rico Power Authority	Vegetation Management	\$29,283,377.08
January	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	* 15,792,662.59
2019	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	City of Port Aransas, TX	Municipal Boat Harbor Debris Removal Disposal Services – Hurricane Harvey (DR-4332)	\$273,428.60
September	Jefferson County, TX	Disaster Debris Management— Tropical Storm Imelda (DR-4466)	\$1,132,923.58
September	City of Liberty, TX	Disaster Debris Management— Tropical Storm Imelda (DR-4466)	\$87,791.50
September	City of Nederland, TX	Disaster Debris Management— Tropical Storm Imelda (DR-4466)	\$12,142.40
September	New Hanover County, NC	Disaster Debris Removal— Hurricane Dorian (DR-4465)	\$151,527.30
September	Town of Pine Knoll Shores, NC	Disaster Debris Removal— Hurricane Dorian (DR-4465)	\$126,898.25
September	City of Wilmington, NC	Pre-Staging Equipment— Hurricane Dorian (DR-4465)	\$26,106.20
August	City of Miami Beach, FL	Logistical Services— Hurricane Dorian (DR-4465)	\$38,400
August	City of Central, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$7,800
August	St. Charles County, MO	Emergency Flood Debris Removal and Disposal	\$650,075.00
August	Village of Plover, WI	Straight-Line Wind – Debris Removal	\$119,427.50
July	Assumption Parish, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$63,886.74
July	Pointe Coupee Parish, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$21,600
July	Terrebonne Parish, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$404,858.94
July	Lafayette Parish, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$225,250.75
July	East Baton Rouge Parish/City Of Baton Rouge, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$398,040.07
June	State of New York	Provide MRE's	\$30,6060.00
June	State of Louisiana- Sand Activation	Provide Sand per Region	\$2,537.00
June	Puerto Rico's Department of Parks and Recreation	Hurricane Maria Debris Removal (DR-4339)	\$4,890,171.32
June	Monroe County, MS	Tornado Debris Removal and Disposal Services	\$1,756,741.53
June	City of Ruston, LA	Debris Removal and Disposal from Event of April 25, 2019 (Tornado)	\$285,951.44

2018	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Sampson County	Disaster Debris Removal Services— Hurricane Florence (DR-4393)	\$23,484.79
October	Jones County	Debris Removal— Hurricane Florence (DR-4393)	\$209,953.44
October	GDOT-Colquitt	Debris Removal— Hurricane Michael (DR-4399)	\$326,471.84
October	FDOT	Base Camp— Hurricane Michael (DR-4399)	\$1,888,658.00
October	FDOT Region 3 Bay and Calhoun Counties	Debris Removal— Hurricane Michael (DR-4399)	\$33,539,480.67
October	FDOT Region 2 Gulf, Liberty, Franklin, Gadsden, Wakulla, Leon, and Jefferson Counties	Debris Removal— Hurricane Michael (DR-4399)	\$23,193,485.63
October	Southport, NC	Debris Removal— Hurricane Florence (DR-4393)	\$467,856.46
October	Greene County, NC	Debris Removal— Hurricane Florence (DR-4393)	\$12,779.24
October	Jackson County, FL	Debris Removal— Hurricane Michael (DR-4399)	\$40,000,000
October	Holmes County, FL	Debris Removal— Hurricane Michael (DR-4399)	\$2,269,063.94
October	Pamlico County, NC	Veg Disposal— Hurricane Florence (DR-4393)	\$1,107,417.42
September	Carolina Beach, NC	Sand Debris Removal— Hurricane Florence (DR-4393)	\$19,158.60
September	Jasper, SC	On Call Tree Trimming and Removal	Maintenance Contract
September	Topsail Beach, NC	Debris Removal— Hurricane Florence (DR-4393)	\$650,092.07
September	Surf City, NC	Debris Removal— Hurricane Florence (DR-4393)	\$1,750,794.12
September	Pine Knoll Shores	Debris Removal— Hurricane Florence (DR-4393)	\$926,151.47
September	Burgaw, NC	Debris Removal— Hurricane Florence (DR-4393)	\$260,824.92
September	Havelock, NC	Debris Removal— Hurricane Florence (DR-4393)	\$1,193,356.81
September	Wilmington, NC	Debris Removal— Hurricane Florence (DR-4393)	\$18,716,164.35
September	Pender County, NC	Debris Removal— Hurricane Florence (DR-4393)	\$10,819,632.94
September	Pinellas County, FL	Red Tide-Fish Kill	\$6,895,562.29
May	Port of Corpus Christi Authority (POCCA)	Marine Debris Removal Services	\$285,771.03
March	ACCA-Jacksonville	Severe Thunderstorms and Dangerously High Winds (DR-4362)	\$3,889,408.12
March	Jacinto City, TX	Debris Removal from Temporary Site	\$80,000.00
March	ACCA-Calhoun County	Severe Thunderstorms and Dangerously High Winds (DR-4362)	\$882,966.84
March	ACCA-St. Clair County	Severe Thunderstorms and Dangerously High Winds (DR-4362)	\$237,601.18
September	Florida Department of Environmental Protection	Marine Debris Removal - Hurricane Irma (DR-4337)	\$416,444.79

2017	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	DTOP-Puerto Rico	Hurricane Maria Debris Removal (DR-4339)	\$78,295,107
October	Miami-Dade County, FL	Site Management and Reduction of Temporary Debris Storage and Reduction Site - Hurricane Irma (DR-4337)	\$5,060,786.86
October	North Miami Beach, FL	Debris Management and Reduction - Hurricane Irma (DR-4337)	\$2,383,018.23
October	Monroe County, FL	Debris Removal - Hurricane Irma (DR-4337)	\$11,648,125.84
September	Brunswick, GA	Debris Removal - Hurricane Irma (DR-4338)	\$642,298.98
September	Orlando, FL	Debris Removal - Hurricane Irma (DR-4337)	\$570,879.96
September	Piney Point Village, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$ 30,010.87
September	Debary, FL	Debris Removal - Hurricane Irma (DR-4337)	\$ 1,073,891.11
September	Inverness, FL	Debris Removal - Hurricane Irma (DR-4337)	\$97,056.16
September	Indian Creek Village, FL	Debris Removal - Hurricane Irma (DR-4337)	\$142,821.03
September	Bellaire, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$ 1,279,672.03
September	Daytona Beach, FL	Debris Removal - Hurricane Irma (DR-4337)	\$923,524.92
September	Surfside, FL	Debris Removal - Hurricane Irma (DR-4337)	\$103,132.63
September	Orange City, FL	Debris Removal - Hurricane Irma (DR-4337)	\$478,643.62
September	St. Augustine, FL	Debris Removal - Hurricane Irma (DR-4337)	\$469,540.11
September	DeLand, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,190,026.81
September	Waller County, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$31,010.87
September	Doral, FL	Debris Removal - Hurricane Irma (DR-4337)	\$41,121.84
September	Cutler Bay, FL	Emergency Cut & Toss - Hurricane Irma (DR-4337)	\$ 98,530
September	Fernandina Beach, FL	Debris Removal - Hurricane Irma (DR-4337)	\$835,621.90
September	Coconut Creek, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,273,788.48
September	Largo, FL	Debris Removal - Hurricane Irma (DR-4337)	\$715,802.20
September	Fort Lauderdale, FL	Debris Removal - Hurricane Irma (DR-4337)	\$8,196,643.97
September	Citrus County, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,648,345.56
September	North Miami, FL	Debris Removal - Hurricane Irma (DR-4337)	\$2,383,018.23
September	Miami, FL	Debris Removal - Hurricane Irma (DR-4337)	\$9,851,246.94
September	FDOT – District 2	Emergency Cut & Toss - Hurricane Irma (DR-4337)	\$563,069.00

September	Coconut Creek, FL	Food Activation - Hurricane Irma (DR-4337)	\$16,839.99
September	Palm Beach Gardens, FL	Food Activation - Hurricane Irma (DR-4337)	\$55,125.00
September	Taylor Lake Village, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$17,246.1
September	Humble, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$173,411.09
August	Cities of Port Neches, Nederland and Groves, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$1,062,849.32
August	Port Arthur, TX	Emergency Supplies - Hurricane Harvey (DR-4332)	\$336,668.94
August	Harris County, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$33,677,520.71
August	Texas City, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$217,981.17
August	Houston, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$21,854,657.54
August	TXGLO, TX	Beach Restoration - Hurricane Harvey (DR-4332)	\$400,000
August	Jefferson County, TX	Emergency Supplies and Debris Removal - Hurricane Harvey (DR-4332)	\$5,027,062.72
August	City of Port Aransas, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$11,771,717.34
August	City of Aransas Pass, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$7,595,915.65
August	City of Pasadena, TX	Food Services - Hurricane Harvey (DR-4332)	\$20,000
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)	\$75,870.33
November	GDOT – Chatham County	Emergency Routine Maintenance - Hurricane Matthew (DR-4284)	\$1,390,795.73
November	Pender County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$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)	\$48,682.78
October	New Hanover County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$912,661.04
October	City of Wilmington, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$918,465.95
October	Palm Beach Gardens, FL	Emergency Food Services - Hurricane Matthew (DR-4283)	\$52,600.00
October	City of Debarry, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$256,463.67
October	City of Ormond Beach, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$3,861,220.75

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
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	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
March	Tangipahoa Parish, LA	Debris Removal - Louisiana Severe Storms and Flooding (DR-4263)	\$72,224.79
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
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
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	Cities of Bellaire and Houston, TX	Disaster Debris Removal and Disposal & Base Camps - Texas Severe Storm and Flooding (DR-4269)	\$1,952,025.31
May	Parish of East Baton Rouge and Ascension Parish, LA	Disaster Street Clearing Debris Collection, Removal, Processing, Disposal and Management Services	\$875,867.76
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 ETJ in Montgomery County, TX	Phase 2 Clearing and Grubbing	\$618,286.08
January	Harris County, TX	Expansion of James Driver Park Phase One	\$1,506,550.65
2014	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Brazos County, TX	Tree Trimming and Removal	\$118,366.25
October	Harris County, TX	South Richey Storm Water Detention Basin Excavation	\$5,395,557.23
August	Alabama Department of Transportation – 2 nd Division District 3	Tree Trimming/Canopy Removal- District 3	\$115,842.50
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	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
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

MINIMUM QUALIFICATION REQUIREMENTS

OWNER & TIMELINE	INITIAL CONTRACT EXECUTION	DATES OF SUBSEQUENT RENEWALS	EXPIRATION DATE
Manatee, FL	2/1/2021	N/A	1/31/2026
Sarasota County, FL	5/18/2021	5/18/2024, 5/18/2025	5/18/2026
Jackson County, FL	5/16/2023	5/16/2025	5/16/2026

DRC was the primary contractor for the projects referenced in the following letters of recommendation.

May 22, 2023

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

To Whom It May Concern,

On behalf of Manatee County, it is my pleasure to take this opportunity to recommend DRC Emergency Services, LLC as a disaster response contractor.

On September 29, 2022, the devastating Category 4 Hurricane Ian made landfall in southwest Florida doing considerable damage to the Manatee County community. DRC's response was immediate and effective. DRC worked with County personnel to assess damage, establish collection grids, permit emergency debris management sites, and determine the scope of work based on disaster impact. DRC simultaneously provided ROW debris removal, waterway debris removal, and logistics services in the wake of Hurricane Ian. Not only was DRC highly professional, they were personable and, through logistic services, gave hope to our community. DRC provided quick and effective debris clearance and removal services as well as a variety of logistical measures to help us respond to this disaster quickly. DRC's integrity and resilience in the face of destruction is unparalleled.

This was our first time using DRC Emergency Services and we were highly impressed. Manatee County used DRC to do our first push and quickly remove 591,000 cubic yards of debris.

DRC has proven they are committed to serving our community – which is what we value most. It is without reservation that I enthusiastically endorse DRC Emergency Services, LLC a disaster response contractor.

Respectfully,

**Courtney
De Pol**  Digitally signed by
Courtney De Pol
Date: 2023.05.22
12:10:27 -04'00'

Courtney De Pol
Deputy County Administrator
Manatee County Government

May 23, 2023

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

To Whom It May Concern,

It is not permissible for me to provide an endorsement; however, I can confirm that DRC Emergency Services, LLC is one of three disaster response contractors servicing our community.

On September 29, 2022, the devastating Category 4 Hurricane Ian made landfall in southwest Florida doing considerable damage to the Sarasota County community. DRC's response met and exceeded expectations. DRC worked with County personnel to assess damage and determine the scope of work based on disaster impact. DRC simultaneously provided ROW debris removal and debris management sites for multiple debris streams in the wake of Hurricane Ian. DRC met expectations by providing responsive and effective debris clearance as well as a variety of logistical measures to help us respond to this disaster. Sarasota County used DRC to do our first push and remove 1.9 million cubic yards of debris.

We have also worked with DRC Emergency Services on several occasions including hurricane cleanup, Red Tide Fish Kill cleanup, and sargassum removal. They have been responsive to our needs and performed according to the contractual agreement.

Digitally signed by: Brian
E. Usher
Date: 2023.05.23 10:02:
06 -04'00'



Brian Usher, Director, Solid Waste



BOARD of COUNTY COMMISSIONERS

Phone (850) 482-9633
Fax (850) 482-9643
www.jacksoncountyfl.net

Administration Building
2864 Madison Street
Marianna, Florida 32448-4021

October 8, 2020

SLSCO/DRC Emergency Services
6702 Broadway St.
Galveston, TX 77554

RE: Letter of Reference

It is with great pleasure that I write this letter of reference for SLSCO/DRC Emergency Services. I had the opportunity to work with them on the Hurricane Michael disaster in Jackson County, Florida.

When Hurricane Michael hit the Florida Panhandle on Oct. 10, 2018, SLSCO/DRC had employees in our county ready to help. They have proven to be very knowledgeable about the process of debris removal, the regulations and requirements of the state and FEMA.

I would gladly recommend SLSCO/DRC for all your emergency service needs. After the massive cleanup that occurred in our county, our existing contracts were up. We went back out for bid and SLSCO/DRC was selected again because of their excellent performance.

Sincerely,

Clint Pate
Chairman, Jackson County Board
Of County Commissioners

Commissioners

Dr. Willie E. Spire
District 1

Clint Pate
District 2

Chuck Lockey
District 3

Eric Hill
District 4

Jim Peacock
District 5



Drew Kratzer
Associate Account Executive
Travelers Bond
4650 Westway Park Blvd
Houston, TX 77041
(281) 606-8406
DKratzer@Travelers.com

June 8, 2023

City of Doral, FL

Re: DRC Emergency Services, LLC
Project: Disaster Debris Removal and Disposal Services, ITB No. 2023-05, Estimated
Contract Price \$1,000,000.

To Whom It May Concern:

Travelers Casualty and Surety Company of America (Travelers) has issued surety bonds for DRC Emergency Services, LLC (DRC). In this capacity we have become very familiar with their management, financial and performance capabilities. Through Travelers, we have established a bonding program with a single project limit of \$500,000,000 as long as these projects fit within an aggregate program of \$1 Billion. Travelers is currently listed on the U.S. Department of the Treasury's Listing of Certified Companies and is currently rated A++ (Superior) with a Financial Size Category of XV by A. M. Best. Travelers is authorized to do business in Florida.

It is our understanding that DRC Emergency Services, LLC intends to submit a proposal to you. Based on the bonding requirements in this Request for Proposal, Travelers is agreeable to issue the performance and payment bonds, on behalf of DRC, upon issuance of a valid Contract/Task Order/Notice to Proceed, as required by contract, subject to Traveler's acceptable review of contract terms, contract amount, bond forms, and financing and other pertinent underwriting information at the time the bonds are requested. Please understand that any arrangement for any bonds is a matter between DRC and Travelers. We assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

Our experience with DRC has been excellent, and we highly recommend them to you.

Sincerely,



Andrew P. Kratzer, Associate Account Executive

LETTERS OF RECOMMENDATION



St. Bernard Parish Government

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4227 Fax (504) 278-4330
www.sbp.gov

Guy McInnis
Parish President

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005
March 24, 2023

Re: Letter of Recommendation

To Whom It May Concern,

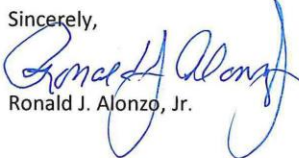
Please let this serve as a letter of recommendation for DRC Emergency Services, LLC. For the past eight years, St. Bernard Parish Government (SBPG) has worked hand in hand with the DRC team through various challenges - including hurricanes and tornadoes. We have continuously received excellent service throughout these events, as well as normal operations. DRC has proven to be a reliable partner with an inherent understanding of our mission "to protect and enhance the quality of life by providing a high level of service in an efficient and responsive manner for all citizens." Many of DRC's personnel grew up in St. Bernard Parish and still reside in our community. For them, our mission isn't just close to home - it is home.

Over the past four years, we have activated our contract with DRC four times in the wake of Hurricane Zeta, Hurricane Ida, and two tornadoes. Each time, DRC was highly responsive and mobilized equipment and personnel immediately following these disaster events. DRC's ability to efficiently and effectively problem solve under pressure is unparalleled. Additionally, DRC's management personnel were in constant contact, keeping SBPG officials informed and up to date on the project underway. No matter the day or time, when we called, DRC answered.

Not only did DRC Emergency Services deliver on all of their contractual agreements, they also honored verbal commitments that were made to assist SBPG in delivering the highest quality service to our residents.

I would strongly consider choosing DRC Emergency Services as your disaster response contractor. Their professionalism, integrity, accountability, work ethic, and responsiveness are second to none. We've experienced excellence from DRC for the services rendered to St. Bernard. If you have any questions, please feel free to reach out.

Sincerely,


Ronald J. Alonzo, Jr.



MATTHEW JEWELL
PARISH PRESIDENT

JENNIFER CRISP
EXECUTIVE ASSISTANT

ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

March 23, 2023

Dear Sir/Madam,

It is my pleasure to recommend DRC Emergency Services, LLC as a disaster response contractor. As the Parish President, I had the privilege of working with DRC on multiple occasions. When Hurricane Ida, a Category 4 storm, made landfall in Southeast Louisiana, DRC was already in the process of procuring and staging assets to aid in our recovery efforts.

DRC worked closely with Parish personnel to assess damage, establish collection grids, permit emergency debris management sites, and determine the scope of work based on disaster impact. They provided ROW debris removal, waterway debris removal, and logistics services simultaneously, which helped immensely during this difficult time. Moreover, DRC provided essential items such as pallets of water, toiletries, restroom/showers, fuel, and a 100-person emergency shelter which housed National Guard and St. Charles Parish employees. Through their logistic services, DRC gave hope to the community during a time of great need.

Over the past decade, St. Charles Parish has had the opportunity to work with DRC Emergency Services on multiple emergencies, including major hurricanes, a tornado, and a devastating flood from torrential rainfall. DRC has removed and disposed of over 1,443,000 cubic yards of debris in St. Charles Parish, demonstrating their commitment to serving the community. Through all of this, DRC has demonstrated their integrity and resilience in the face of disaster.

Based on my experience, I wholeheartedly endorse DRC Emergency Services, LLC as a disaster response contractor. Their dedication and expertise are unparalleled, and I am confident that they will provide exceptional service to any organization that requires their assistance.

Sincerely,



Matthew L. Jewell
Parish President
St. Charles Parish



GORDON E. DOVE
PARISH PRESIDENT

OFFICE OF THE PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
P.O. Box 6097
HOUMA, LOUISIANA 70361-6097



(985) 873-6401
FAX: (985) 873-6409
E-MAIL: gdove@tpcg.org

March 27, 2023

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

To Whom It May Concern:

On behalf of Terrebonne Parish Consolidated Government, it is our pleasure to take this opportunity to commend DRC Emergency Services, LLC for their outstanding performance in response to Hurricane Ida.

On August 29, 2021, the destructive Category 4 Hurricane Ida made landfall in Southeast Louisiana devastating the community of Terrebonne Parish. Despite that many of DRC's personnel are Louisiana natives who were also affected by the storm, DRC sprang into action and began working immediately. DRC's team assessed the damage and made a plan that proved to be both safe and efficient. Having worked with DRC for over a decade, they utilized push routes, collection grids, and debris reduction/disposal sites that were previously established and successfully used in response to prior disaster events. To date, DRC has removed and disposed of over 3,500,000 cubic yards of debris in response to Hurricane Ida.

Having DRC on standby, we have come to expect the best. DRC's services are comprehensive. DRC has provided land-based debris removal, waterway debris removal, demolition, and logistic services to Terrebonne Parish. Additionally, DRC's attention to detail in the wake of tragedy is unmatched. Terrebonne Parish has called on DRC 6 times over the past 13 years and every time we are reminded why we choose them as our disaster response contractor.

We highly recommend DRC Emergency Services as a debris removal contractor. I am confident they provide the same level of excellence we have experienced to all the communities they serve.

Respectfully submitted,

Gordon E. Dove
Parish President

Cc: Earl Eues, Office of Emergency Preparedness

HORSHAM TOWNSHIP

WWW.HORSHAM.ORG
COUNCIL
MARK McCOUCH, PRESIDENT
W. WILLIAM WHITESIDE, III,
VICE PRESIDENT
THERESA HARMON
GREGORY S. NESBITT, Esq
SEAN WADE



1025 HORSHAM ROAD

HORSHAM, PA 19044
215-643-3131 PHONE
215-643-0448 FAX
WILLIAM T. GILDEA-WALKER
TOWNSHIP MANAGER
DENNIS P. HAGGERTY JR
DIRECTOR OF ADMINISTRATION

March 8, 2022

DRC
110 Veterans Memorial Boulevard
Suite 515
Metairie, LA 70005

Dear Mr. Mehl,

On behalf of Horsham Township and Township Council, I would like to take this opportunity to thank you and your staff for the great work that DRC performed in Horsham Township after Hurricane IDA's destructive path made its way through our community. In Horsham's history, never has a tornado touched down in our area, we were extremely appreciative of your prior experiences and the direction you provided to help organize such an enormous recovery.

Your dedication to our community was demonstrated when you listened to our recommendation to allow for local resources to be used. By establishing such procedures our efforts were more efficient and persistent during initial clean up. As quickly as the months have passed, we still see evidence of Hurricane IDA's devastation and hear from people still affected by its destruction, however we know that we are much better off having had your assistance during this life changing event. You executed a safe and effective debris removal program and responded to many different situations throughout the emergency.

I would like to give credit toward your preparedness, your personnel, and the equipment that delivered without incident. I hope that you know how much we appreciated what you did during such a chaotic time. Please accept our gratitude on behalf of myself, Horsham Township and Township Council. Again, thank you very much for the time, energy and resources that DRC contributed to our community.

Sincerely,

A handwritten signature in cursive script, reading "Dennis P. Haggerty Jr.".

Dennis P. Haggerty Jr.
Horsham Township
Director of Administration



WINN PARISH POLICE JURY

P.O. Drawer 951, WINNFIELD, LOUISIANA 71483-0951

Phone (318) 628-5824 Fax (318) 628-7336

E-Mail: pj1admin@wppj.net

www.winnparishpolicejury.com

Joshua McAllister
President

Karen Tyler
Secretary-Treasurer

Kirk Miles
Vice-President

District One
Phillip Evans

District Two
Deionne Carpenter

District Three
Joshua McAllister

District Four
Tammy Griffin

District Five
Kirk Miles

District Six
Author Robinson

District Seven
Frank McLaren

May 11, 2021

Re: Letter of Reference-DRC Emergency Services

To Whom It May Concern;

On behalf of the Winn Parish Police Jury, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

On August 27, 2020, Hurricane Laura stormed through our rural community leaving a path of destruction and debris unlike any other disaster we have encountered. After careful consideration of several debris removal companies, Winn Parish contracted with DRC for debris removal services. Little did we know, but 6 weeks later Hurricane Delta hit Winn Parish on the heels of Hurricane Laura. What seemed like insurmountable odds, DRC came in and got us moving in the right direction with their knowledge and expertise during these times of disasters.

DRC was quick to respond and react and began work immediately. DRC's team worked with our administrative and road staff to begin identifying the known extent of damage inflicted by this disaster, learning our streets and roads so they could mobilize their significant fleet of trucks to begin staging for debris removal operations. DRC provided a Program Manager to oversee all operations along with other staff members to assist us in all aspects of the cleanup process.

The same level of responsiveness, coordination and resourcing on the part of DRC was present throughout the entirety of our debris removal and recovery effort. DRC assisted Winn Parish in keeping the citizens and other agencies informed of the debris process. DRC helped the Parish in applying for all necessary permits at debris sites. DRC was present throughout the entire debris removal and recovery effort, resulting in all submittals and invoicing being completed and submitted in a timely manner with has allowed the Parish to quickly process and submit records to FEMA for reimbursement.

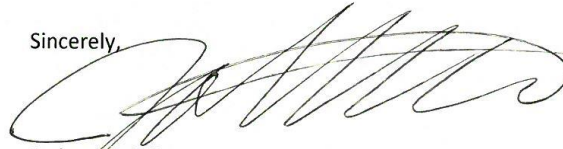
The Winn Parish Police Jury contracted with DRC in the amount of \$2,222,126 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs and stumps from over 700 miles of roads. DRC followed all guidelines and specifications in the contract and completed all work in a timely manner. If any problems or

HOME OF THE LOUISIANA FOREST FESTIVAL

concerns arose, DRC was only a phone call away and would immediately solve the issue. Winn Parish had a great working relationship with DRC during this contract and would contract with them again in the future without hesitation.

If you have any questions or need additional information, please do not hesitate to contact me or my office.

Sincerely,



Joshua McAllister
President
Winn Parish Police Jury

JM/kt



Olen Bean
Emergency Management Coordinator

Clif Kennedy
DRC Emergency Services
P: 504.482.2848 M: 713-715-8772
E: ckennedy@drcusa.com W: www.drcusa.com

DRC Emergency Services had contracted with Newton County for pre-disaster debris pickup before Hurricane Laura made landfall in Louisiana. Clif Kennedy and DRC representatives were on scene quickly to assess the damage and estimate how many yards of debris would need to be picked up. Newton County began the process of identifying TDMS locations throughout the County with DRC help. Newton County also discussed using local subcontractors, if possible, which DRC agreed to. Newton County debris was picked up by TXDOT contractor saving the county the 25% match for FEMA reimbursement. Even though Newton County did not activate their contract with DRC, communications between DRC and Newton County continued as debris was picked up. There was no disagreement with the contract, logic was to save Newton County millions of dollars for debris pickup. Newton County fully recommends DRC for disaster services.



Olen Bean
Newton County EMC



July 25, 2018

To Whom It May Concern,

On behalf of the City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

DRC has been a trusted partner of our City-Parish for years, including and especially during one of the most catastrophic and costly events in the history of our state and country. In August 2016, when the floodwaters of the Great Flood of 2016 (DR-4277) began rising and threatening to inflict damage on tens of thousands of homes in East Baton Rouge Parish, DRC was quick to respond and react to our activation of the company's debris removal contract. In the days that immediately followed, DRC's team worked side-by-side with our senior leadership team at our emergency operations center to begin identifying the known extent of damage inflicted by this disaster, preparing routes and maps for rapid deployment across our parish once it was safe to do so, and immediately mobilizing their significant fleet of trucks to begin staging for debris removal operations. Less than a week after floodwaters began to recede from our area, DRC's fleet began to conduct our first debris removal pass, targeting seven initial ZIP codes that were impacted by the flooding event. DRC subsequently expanded operations to include all impacted ZIP codes and remained active through their final pass conducted in August 2017.

Throughout this timeframe, DRC's team was responsive, proactive, and communicative regarding any needs our City-Parish agencies, elected officials, or residents had related to our debris removal program, going above and beyond to ensure the public was informed about program activities at all times. For example, beginning in mid-September 2016, DRC staff along with our debris monitoring firm team joined City-Parish leaders in providing televised updates on debris removal activities each morning – both for the day ahead as well as upcoming deadlines or issues related to the program. These segments were broadcast live by local news media, on our government access channel Metro 21, and through our City-Parish Facebook page via Facebook Live. These daily updates continued for nearly a month and a half, and DRC's team was integral in developing and sharing updates to be shared with our residents that kept them informed and aware of program activities.

This same level of responsiveness, coordination, and resourcing on the part of DRC was present throughout the entirety of our debris removal program and recovery effort, ultimately resulting in nearly 2 million cubic yards of debris collected and representing one of the largest and most complex flood debris removal efforts in the history of the U.S. DRC's ability to mobilize their fleet and respond to needs, or proactively anticipate them, was critical to our program's success – including rapid scaling of their fleet to nearly 200 trucks on the streets each day at the height of the program's activity and daily debris collection totals approaching 50,000 cubic yards. Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the "on the ground" presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated.

I strongly recommend DRC as a qualified and capable debris removal contractor that I feel confident will provide the same level of service, dedication, and passion for your recovery and/or clean-up effort as they did here in East Baton Rouge Parish. Please don't hesitate to contact me if you have any questions.

Sincerely,



Adam M. Smith, PE
Chief of Wastewater Operations & Maintenance

222 Saint Louis Street, Baton Rouge, LA 70802



GOVERNMENT OF PUERTO RICO

Department of Transportation and Public Works

Hon. Carlos M. Costanzo Agente
Secretary

Juan M. Maldonado De Jesús, Esq.
Deputy Secretary

August 8th, 2018

RE: DRC Emergency Services, LLC (DRC)

To whom it may concern:

DRC has been under contract with the Puerto Rico Department of Transportation and Public Works (DTPW) following the landfall of Hurricane María. DRC was tasked with clearing the DTPW's right of way (ROW) of all storm related debris in their assigned zone. Based on our experience with DRC thus far, we would support them in being considered for similar work.

To date, DRC has cleared our ROW's of approximately 1 million cubic yards of debris and removed dangerous leaners and hangers. They have proven to be experienced and knowledgeable in the storm debris removal process and an invaluable asset in our recuperation effort.

If you require further clarification, please do not hesitate to contact the undersigned.

Sincerely,



Juan M. Maldonado, Esq.
Deputy Secretary
Chief Compliance Officer Fiscal Plan





Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

September 28, 2018

RE: Letter of Reference - DRC

To Whom It May Concern:

After Hurricane Matthew, the Georgia Department of Transportation contracted with DRC Emergency Services in the amount of \$1,445,700 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs, and stumps from approximately 162 miles of the State Routes in Chatham County. DRC followed all guidelines and specifications in the contract and completed the contract in the specified timeframe given. DRC provided a project manager to manage all subcontractors and ensure traffic control items were correct and work was completed in a safe manner. All submittals and invoicing was completed and submitted in a timely manner which allowed the Department to quickly process and submit records to FEMA for reimbursement. The Department had a great working relationship with DRC during this contract and would contract with them again in the future.

If you have any questions or need additional information then please feel free to contact this office at (912) 530-4434 or at P.O. Box 610, Jesup, Georgia 31598.

Sincerely,



Brian H. Scarbrough
Assistant District Maintenance Engineer

cc: File

Office of the Lieutenant Governor
State of Louisiana

BILLY NUNGESSER
LIEUTENANT GOVERNOR



P.O. Box 44243
BATON ROUGE, LOUISIANA 70804-4243
(225) 342-7009

July 31, 2018

To All Interested Parties:

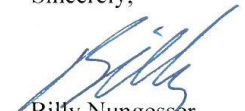
It has been my unique pleasure to work with DRC Emergency Services, LLC on multiple occasions throughout my political career. Currently, DRC supports the Lieutenant Governors Association through active participation and an important sponsorship of the organization. It is through involvement like DRC's that we can both perpetuate the existence of our organization and gain unique perspective from a private sector partner.

During my tenure as Parish President of Plaquemines Parish, DRC was instrumental in our expedited recovery following Hurricane Katrina due to their exemplary work in the areas of debris collection, processing and disposal, canal de-siltation services, and waterway debris removal. Following the BP Oil Deepwater Horizon catastrophe, DRC designed and implemented oil collection and mitigation programs that covered over 100 miles of gulf coastline. Their innovated leadership in these areas were applauded by both BP Oil and top-ranking government officials, alike.

It is without reservation that I wholeheartedly endorse and recommend DRC Emergency Services, LLC to provide vital pre-disaster and post-disaster services to your government. DRC's management and field personnel have proven time and again to be the most informed and responsive in the area of disaster management services.

Please contact my office with any further questions relating to my experiences with this organization.

Sincerely,



Billy Nungesser
Lieutenant Governor

WHN/lis



Solid Waste Management
235 Operations Center Drive
PO Box 1810
Wilmington, NC 28402-1810

910 341-7875
910 790-2391 fax
wilmingtonnc.gov
Dial 711TTY/Voice



August 15, 2017

DRC Emergency Services, LLC, Mobile, Alabama has been the contractor for the City of Wilmington, NC since 2013 to provide Phase II C&D Debris removal & Vegetative Debris Removal & Disposal.

Wilmington needed to activate DRC's contract on two occasions. The first was the ice storm in February 2014 that produced 174,352 cubic yards of vegetative debris. DRC completed the cleanup in 40 days. The second activation came in October 2016 for Hurricane Matthew. Matthew produced 98,658 cubic yards of vegetative debris. Cleanup started on 10/18/16 and was completed on 11/25/2016.

On both occasions Tony Swain DRC's Project Manager arrived in Wilmington the day before the event so he was in place to immediately assess damage and start the process to order the manpower and equipment needed to start the cleanup effort. He was here before a notice to proceed was sent.

The professional, organization, quality of work and willingness to meet and work with City staff exceeded expectations and fulfilled all objectives of scope of services spelled out in their contract.

Tony was in constant contact reporting progress each day. He was responsive to the City's needs and was very willing to adjust schedules as needed. I had a number of conversations with DRC's home office and they acted equally professional, all members of the DRC staff were very responsive and approachable. The City of Wilmington has a very good working relationship with DRC and are very pleased with the service they provide. Judging from DRC's past performance I would have no issue to recommend them to other municipalities.

Please do not hesitate to call me with any questions or if you need further information.

Sincerely,

Dave Bundick

Superintendent of Solid Waste
City of Wilmington
235 Operations Center Drive
P.O. Box 1810
Wilmington, NC 28402-1810
Ph: 910.341.0081 | Fax: 910.790.2391





To: DRC Emergency Services

From: Alan Williamson, Public Works Director

Subject: Letter of Reference

Date: 13 March 2017

The City of DeBary was impacted by Hurricane Matthew in October 2016. The city had in place emergency stand-by debris removal contracts, and DRC Emergency Services was activated for this event. DRC representatives met with city staff prior to hurricane land-fall, and as a result of Hurricane Matthew the city had 19,000 cubic yards of debris to pick up, reduce by chipping, and haul out.

DRC coordinated the process for each phase of the debris process which included the removal, grinding, and haul out of the debris. In addition to the debris services provided the final documentation was thorough and straightforward which is invaluable for FEMA reimbursement purposes.

I would highly recommend DRC Emergency Service for a debris removal contractor as they are quick to assist, answer questions, and help train staff to get the job done safely and quickly.

Respectfully yours,



Alan Williamson
City of DeBary
Public Works Director





NEW HANOVER COUNTY
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
3002 US HIGHWAY 421 NORTH
Wilmington, NC 28401-9008
Telephone: (910) 798-4400 • Fax (910) 798-4408
E-Mail Address: jsuleyman@nhcgov.com

JOE SULEYMAN
Director of Environmental Management

August 16, 2017

Mr. Tony Swain
DRC Emergency Services
408 N. Topsail Drive
Surf City, NC 28445

RE: Letter of Recommendation

Dear Tony,

I wanted to take this opportunity to thank you and your entire team for the exemplary job you have done for the citizens of New Hanover County. Your debris removal efforts following the 2014 Ice Storm, the EF-1 tornado in 2016, and Hurricane Matthew in 2016 allowed the communities in the county to recover quickly and seamlessly.

I am truly amazed at your watchful eye prior to an event, your rapid response immediately following an event, and that I can often find you out in the field, rake in hand, ensuring that the residents receive the highest level of service, professionalism, and courtesy. We ask a lot of you, and you always delivered.

On behalf of my team at Environmental Management and the citizens of New Hanover County, thank you for your dedication and a job well done. I would strongly recommend DRC to any town, city, county, or other governmental body looking for a debris management contractor that knows how to get the job done, and done right.

Respectfully,

Joe Suleyman
Director, Environmental Management
New Hanover County



January 08, 2017

RE: Letter of reference for DRC

To Whom It May Concern:

The City of Port Neches has worked with DRC in Hurricanes Rita, Ike and Harvey. In the latest, Hurricane Harvey, DRC was the debris removal contractor for the Cities of Nederland, Groves, and Port Neches. In this incident they collected furnisher, building materials, HHW, and demolition/debris. They also ran a debris reduction site. In Rita and Ike, they also collected green waste, removed leaning trees, and hazardous hanging limbs. They collected over 52,000 cuyd. of material in Hurricane Harvey. Their project coordinator did an outstanding job in the management of the site, supervision of all the sub-contractors, disposal of all debris, and the cleaning of the debris site and acquiring TCEQ approval to close that site.

In all of disasters, DRC has in a timely manner has submitted invoices, records, complied with FEMA requirements, work in a safe manner, and were very responsive to the City's needs. The City is also in a long-term contract so they will be able to respond in our next disaster.

Please feel free to contact me at (409) 719-4204 should you have any questions.

Sincerely,

Taylor Shelton, P.E.
Public Works Director
City of Port Neches
P.O. Box 758 or 1005 Merriman
Port Neches, Texas 77651
Office: 409-719-4204
Fax: 409-727-8677
E-mail: tshelton@ci.port-neches.tx.us
WEB: www.ci.port-neches.tx.us



1565 – 2015
450 years

City of St. Augustine



St. Augustine, Florida
Nation's Oldest City

Public Works

June 2, 2017

Subject: **DRC Letter of Recommendation**

To Whom It May Concern:

On October 7, 2016, the City of St. Augustine was impacted by Hurricane Matthew as he made his way north in the Atlantic Ocean. While many communities to our south were spared, St. Augustine wasn't as fortunate. Matthew came very close to making landfall in Northeast Florida and while St. Augustine was spared a direct hit, the high winds generated within the outer bands of the storm caused a significant amount of damage and flooding, creating a sizeable debris management problem for our City.

St. Augustine has a pre-event/stand-by contract with **DRC Emergency Services** for Disaster Debris Removal Services so we felt comfortable that a recovery mechanism was already in place.

In advance of the pending event, the DRC team was in contact readying their response. Representatives from DRC were on-site planning their approach to the debris removal effort, and formulating debris collection strategies to address the unique challenges we were facing.

Throughout the debris removal program, DRC's Project Managers and Program Leaders were on site, available, and attentive to the needs of our City and its citizens. The program was well organized and resulted in St. Augustine making a rapid recovery from Hurricane Matthew.

DRC performed professionally and were responsive to City needs within the terms of the contract.

Sincerely,

Martha S. Graham, P.E.
Director of Public Works



Leon County
Board of County Commissioners
301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Leon County Public Works
2280 Miccosukee Rd.
Tallahassee, Florida 32308
850 / 606-1500

Commissioners

JOHN E. DAILEY
District 3
Chairman

NICK MADDOX
At-Large
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

June 12, 2017

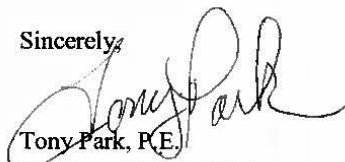
RE: DRC Emergency Services, LLC

To Whom It May Concern:

DRC Emergency Services, LLC worked with Leon County Public Works Department after Hurricane Hermine in our efforts to provide debris removal services to the citizens of Leon County. They were hard working and diligent in getting the debris removed from the roadside and from in front of homes. The debris from Hurricane Hermine was by far the most seen since Hurricane Kate in 1985 and was a challenge to deal with. DRC Emergency Services went the extra mile and provided great service to Leon County.

If you have any questions, please feel free to contact me at (850) 606-1500.

Sincerely,



Tony Park, P.E.
Director of Public Works

TP/djw

"People Focused. Performance Driven."

EXPERIENCE WITH FEMA REIMBURSEMENT

DRC has an unparalleled record for providing jurisdictions the maximum reimbursement rate granted by FEMA. **Our record serves as a testament to DRC’s ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well trained and principled personnel.**

Adherence to Policy Changes

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our Clients. DRC immediately implemented internal measures to ensure that our clients and prospective clients were prepared to be fully compliant with this guidance. DRC carefully reviewed scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance. Additionally, **DRC Emergency Services, LLC is a founding member of DRCA** (the industry’s trade organization). Through this membership, DRC helps shape policy and legislation for jurisdictions recovery process. Our additional memberships in other professional organizations (NEMA, APWA and SWANA), provides us with recent industry knowledge necessary to support our client base.

Tony Furr, DRC’s Director of Technical Assistance and Training, works closely with our clients to educate and to ensure compliance with Federal Policy and Procedures. **Mr. Furr was the Region VI Debris Subject Matter Expert from 2013 – 2021 for FEMA** and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer **for over 100 federally declared disasters and emergencies**. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Major Disaster Recovery Projects

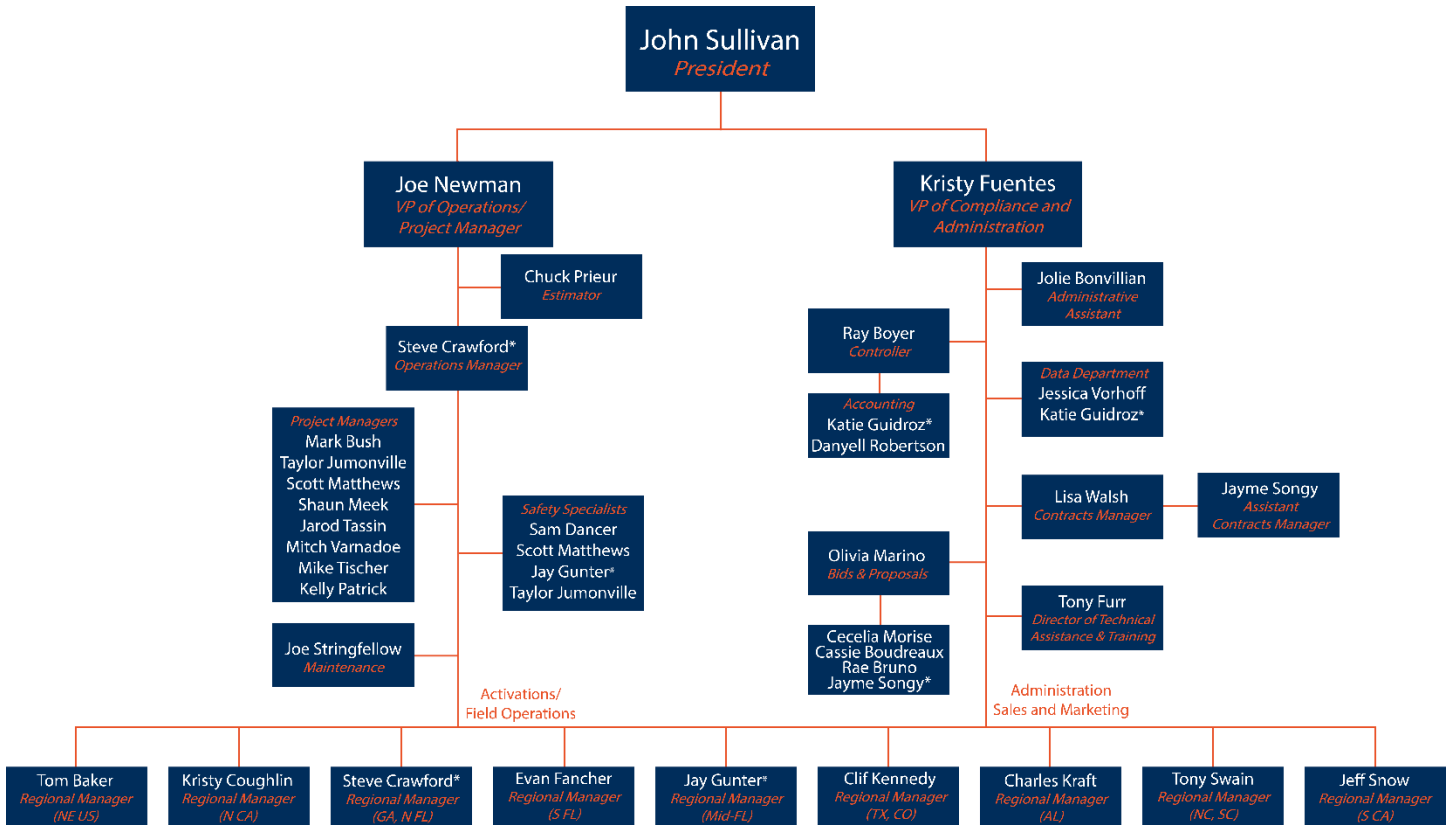
DRC has extensive experience working with FEMA on major disaster recovery projects. Through decades of experience, DRC has developed an inherent understanding of how to direct emergency response and recovery.

Date	Event	State	Declaration Number
2022	Hurricane Ian	FL	DR-4673
	Tennessee Severe Winter Storm	TN	DR-4645
2021	Marshall Fire and Straight Line Winds	CO	DR-4634
	Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes	KY	DR-4630
	Hurricane Ida	LA	DR-4611
	Texas Severe Winter Storms	TX	DR-4586
	Louisiana Severe Winter Storms	LA	DR-4590

2021	Storms, Straight-line Winds, and Tornadoes	AL	DR-4596
	Georgia Severe Storms and Tornadoes	GA	DR-4600
	Louisiana Severe Storms, Tornadoes, and Flooding	LA	DR-4606
2020	Hurricane Zeta	LA, MS, GA, AL	EM-3549, EM-3550
	Hurricane Delta	LA	DR-4570
	Hurricane Sally	AL, FL	DR-4563, DR-4564
	Washington BABB Fire	WA	FM-5355
	Hurricane Laura	LA	DR-4559
	Iowa Severe Storms (Derecho)	IA	DR-4557
	Hurricane Isaias	FL, NC	EM-3533, DR-4568
	Hurricane Hanna	TX	EM-3530
2019	Tropical Depression Imelda	TX	DR-4466
	Hurricane Dorian	NC	DR-4465
	Hurricane Barry	LA	DR-4462
2018	Hurricane Michael	FL, GA	DR-4399, DR-4400
	Hurricane Florence	NC	DR-4393
	Severe Thunderstorms and Dangerously High Winds	AL	DR-4362
2017	Hurricane Maria	PR	DR-4339
	Hurricane Irma	FL, GA	DR-4337, DR-4338
	Hurricane Harvey	TX	DR-4332
2016	Hurricane Matthew	NC, GA, FL	DR-4285, DR-4284, DR-4283
	Hurricane Hermine	FL	DR-4393
	LA Severe Storms & Flooding	LA	DR-4277
	Winter Storm Jonas	MD, VA	DR-4261, DR-4262

2015	TX Severe Storms & Flooding	TX	DR-4269
2014	Ice Storm Pax	SC, NC	DR-4166, DR-4167
2012	Hurricane Sandy	NY, MD, NJ, MO	DR-4085, DR-4091, DR-4086, DR-4098
	Hurricane Isaac	LA	DR-4080
2011	Hurricane Irene	VA, MD, NC, RI	DR-4024, DR-4034, DR-4019, DR-4027
2010	TN Severe Flooding	TN	DR-1909
2009	Ice Storms	MD, VA	DR-1875, DR-1874
2008	Hurricane Ike	TX	DR-1791
	Hurricane Gustav	LA	DR-1786
	Mother's Day Tornadoes	GA	DR-1750
	F5 Tornado	IA	DR-1763
2007	Ice Storms	MO	DR-1736
2006	Ice Storms	NY	EM-3268
2005	Hurricane Katrina	LA, MS	DR-1603, DR-1604
	Hurricane Rita	TX, LA	DR-1606, DR-1607

ORGANIZATIONAL CHART



* indicates this person is listed twice

KEY PERSONNEL

DRC, its subcontractors, and/or personnel lists their accomplishments among memberships in several 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 28 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

FEMA Certifications: IS-20.18, IS-100.b, IS-100.pwb, IS-200.b

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.

Ms. Fuentes plays a key administrative role in every project DRC performs. In response to Hurricane Ida in 2021, Ms. Fuentes oversaw over the removal and disposal of over 17,000,000 cubic yards across 25 jurisdictional activations while managing 82 debris management sites. In the wake of Hurricanes Michael and Florence in 2018 she directed 45 simultaneous contract activations while providing oversight of accounting, invoicing, ticket reconciliation and overall administrative management. Ms. Fuentes has provided this kind of oversight on all of DRC's projects since 2013.

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.

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.

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

Joe Newman, Vice President of Operations

With more than 20 years of experience overseeing large-scale construction and disaster-related debris management projects, Mr. Newman's responsibilities include on-ground execution of projects, oversight of all field personnel, schedule adherence, and resource utilization.

As Vice President of Operations, Mr. Newman maintains business relationships and offers hands-on participation and incident command on all operations. Mr. Newman provides operational oversight in order to measure progress and adjust processes to ensure the success of the project. Mr. Newman works closely with management personnel and oversees all project managers to maintain efficient team structure during an activation.

Mr. Newman has managed teams across multiple types of disasters including Hurricanes, Tropical Storms, Floods, Ice Storms, Tornadoes, Winter Storms, Fires, and Earthquakes. Mr. Newman is a strong leader whose organization, critical thinking and communication skills are integral to the success of the team.

Mr. Newman plays a role in every major activation providing overall project management and operational oversight.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900

Tony Furr, Director of Technical Assistance and Training

Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program since 2005 (Hurricane Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services, and all clients while navigating the FEMA Disaster grants programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

Tony Furr is one of the most knowledgeable people working in the debris management business with firsthand field experience managing major disasters and PA grants.

FEMA Certifications: ICS-100, ICS-200, IS-24, IS-632.a, IS-634, IS-800.b, IS-821, IS-00022, IS-00230, IS-00317, IS-00393.a, IS-00631, IS-00632, IS-00821, IS-1812

Other Certifications: National Wildlife Coordinative Group Certifications L-381 and L-480; E0193 Certified Appeal Analyst; Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, and Debris; Project Management (Certified Project Manager (CPM) URS Corporation

Evan Fancher, Regional Manager

Mr. Fancher serves as the Regional Manager for DRC in South Florida. Mr. Fancher comes to DRC with over 7 years of relevant experience. Previously, he led several infrastructure projects for local governments throughout South Florida. During Hurricane Ida, he served as Project Manager on behalf of DRC. He conducts trainings with local governments, helping them understand FEMA guidelines and best practices. Mr. Fancher has presented at conferences, City Commission

meetings, and trainings on pre-event contracting and the correct way to procure emergency services. Most recently in 2021, Mr. Fancher worked closely with the City of Baker, LA in response to Hurricane Ida and helped open a DMS site within 2 days. Mr. Fancher is originally from Birmingham, Alabama, but he spent most of his career in Miami, Florida and currently resides in Pembroke Pines, Florida. Previously, Mr. Fancher was the Executive Director for the South Miami Community Redevelopment Agency. During this time, he ignited the redevelopment of South Miami including Madison Square and South Miami Gardens and initiated several Comprehensive Master Plan and zoning changes aimed to increase the stock of housing options and facilitate redevelopment.

Mr. Fancher also served as the Redevelopment Administrator for City of Plantation and the Senior Advisor for Miami-Dade County Commissioner Xavier Suarez, where he led Commissioner Suarez's office during Hurricane Irma response. Mr. Fancher's understanding of disaster management stems from his time working in Government, as such, his unique perspective allows him to better understand the City's needs during an activation. Mr. Fancher has made a career of working with local governments to help them achieve their goals.

Mr. Fancher has a dual Bachelor's degree in Sociology and Political Science from the University of Alabama at Birmingham and a Master's Degree in Applied American Politics and Public Policy from Florida State University.

Awards/Memberships: 2018 Public Policy Advocate of the Year (Miami Association of Realtors); 2016 Community Scholar in Affordable Housing (University of Miami); Citizens Independent Transportation Trust Board Member; Miami New Drama Board Member; American Planning Association; Florida Redevelopment Association; 100 Black Men of South Florida

Certifications: IS-5.A, IS-10.A, IS-37.23, IS-111.A, IS-235.C, IS-241.C, IS-242.C, IS-317.A, IS-325, IS-559, IS-632.A, IS-633, IS-700.B, IS-800.D, IS-1001, IS-1010

Mark Bush, Project Manager

Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He served 6 years in the US Army as a Light Wheel Mechanic and also served as a Squad Leader with the 4th Brigade/4th Infantry Division. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail and adaptability to change, and time management. Mr. Bush manages the daily logistical coordination of crews, heavy equipment, and support resources; work flow and future crew movement planning; and daily work site documentation. Additionally, he implements health and safety protocols to ensure that all work was completed safely. Following Hurricane Harvey, Mr. Bush served as the main point of contact to Harris County Engineering. He also worked closely with FDOT in the aftermath of Hurricane Michael. Mr. Bush went to Lamar University in Beaumont, TX.

FEMA Certifications: IS-100.c, IS-200.c

Other Certifications: Hazwoper, TX All-lines Ins. Adjuster (lic#2156078), SafeLand USA, SafeGulf USA, H2S Awareness Training, CPR AED Certified

Mitch Varnadoe, Project Manager

Mr. Varnadoe has been employed with DRC for 2 years and has more than a decade of relevant work experience. He currently resides in Coffee County, GA.

Mr. Varnadoe has worked on the following projects with DRC: Graves County, KY; Mayfield, KY Tornadoes; Assumption Parrish, LA- ROW; Assumption Parrish, LA- DOT; Town of Napoleonville, LA- ROW; Town of Central, LA-ROW; St. James Parrish, LA-ROW; St. James Parrish, LA-DOT; Hurricane Laura, LA; Grant Parrish-ROW (2020); Jackson County, FL-PPDR

Shaun Meek, Project Manager

Mr. Meek has been employed with DRC for over 5 years and has over 11 years of relevant work experience. He has worked on more than 15 different projects and has managed the City of Houston bulk waste project for more than 3 years. Mr. Meek has also managed up to 6 man-camps that provided laundry, shower/toilet, and food services. He currently resides in Harris County, TX.

Taylor Jumonville, Project Manager

Mr. Jumonville comes to DRC with 3 years of experience in project management. He has currently worked for DRC for 1 year. He has worked on 10 debris management projects throughout his career. Mr. Jumonville presently resides in Lafayette, LA.

Certification: MOT Advanced Certification

Jarod Tassin, Project Manager

Mr. Tassin joined DRC with 1 year of relevant work experience and has now been with DRC for over 1 ½ years. He has worked on multiple projects with the company in response to Hurricanes Ida and Ian. He presently lives in Metairie, LA.

Sam Dancer, Field Supervisor and 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 Ida, Delta, Gustav, and Ike; Shelby County, AL tornado; Pinellas County, FL Red Tide Fish Kill; East Baton Rouge Parish, LA ice storm and flood; Ascension Parish, LA flood; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; and the BP Oil Spill.

In 2020, Mr. Dancer was a Project Manager for Bulk Trash Removal in Lafourche Parish, LA. In the past, he was involved in: St. Charles County and the City of Bridgeton tornado debris removal (MO); Tuscaloosa (ALDOT) residential demolition of tornado-damaged residences (AL); Terrebonne Parish (LA) and St. Louis Bayou (MS) Cleanout project; City of New Orleans Strategic Demolition for Economic Recovery project (LA); East Baton Rouge Parish wind storm damage (LA); Ascension Parish, Tangipahoa Parish (LA), and Houston (TX) flood damage; project manager for Hurricane Irma Largo.

FEMA Certifications: IS-3, IS-5.a, IS-10.a, IS-11.a, IS -20.19, IS-20.21, IS -21.19, IS-21.21, IS-29, IS-33.17, IS-35.21, IS-36, IS-37.19, IS-37.21, IS-42, IS-60.b, IS-75, IS-100.c, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pwb, IS-106.17, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-240.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-324.a, IS-325, IS-360, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-454, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.b, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-807, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-912, IS-914, IS-01010, IS-1150, IS-1172, IS -2000, IS-2002, IS -2500, IS -2600, IS-2900.a, IS-2901

OSHA Certifications: OSHA-105, OSHA-107, OSHA-108, OSHA-112, OSHA-113, OSHA-115, OSHA-116, OSHA-121, OSHA-122, OSHA-123, OSHA-144, OSHA-150, OSHA-151, OSHA-152, OSHA-161, OSHA-162, OSHA-602, OSHA-603, OSHA-605, OSHA-612, OSHA-614, OSHA-618, OSHA-700, OSHA-701, OSHA-702, OSHA-704, OSHA-707, OSHA-716, OSHA-718, OSHA-719, OSHA-722, OSHA-750, OSHA-806, OSHA-807, OSHA-808, OSHA-809, OSHA-815, OSHA-852

Other Certifications: Access to a TWIC card, LDEQ Asbestos Contractor/Supervisor, Access to HSIN granted by the Department of Homeland Security for Louisiana, Mississippi, Texas, Alabama, and the EM Site

Lisa Garcia Walsh, Contracts Manager

Ms. Garcia Walsh has overseen DRC's contracts since 2010. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence. She is responsible for applying, renewing, and activating general contractor licenses nationwide as well as other authorizations and pre-qualifications. Additionally, she

is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities and monitoring firms regarding accounting procedures. Ms. Garcia Walsh helps ensure data is collected and processed efficiently.

Ms. Garcia Walsh brings experience in data management operations following some of the largest debris generating natural disaster in recent history. She oversaw data collection and processing for state and federally funded projects. She assists with data management, invoice reconciliation, and project closeout.

Ms. Garcia Walsh has provided administrative assistance to DRC's management personnel on all major disasters since 2013. Prior to joining DRC, Ms. Garcia Walsh provided administrative assistance for emergency response projects involving FEMA protocol.

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



DRC has policies in place to protect our employees and your community. DRC has successfully continued to provide disaster relief services during the unprecedented COVID-19 pandemic. In times of disaster, DRC adapts, moves forward, and strikes back.

EMPLOYMENT OF LOCAL & 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 extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost. The use of local resources is vitally important to a successful disaster recovery operation. DRC proudly promotes community involvement by working closely with local suppliers and vendors when the situation allows. DRC utilizes local vendors to the maximum extent possible to minimize load times, transportation costs, and schedule risk. Because of its importance, we have developed a vast network of subcontractors that are uniquely qualified and meet all operational requirements envisioned under this RFP. DRC has access to more than 2,000 firms through our prequalified supplier database, including over 1,200 Small Business Firms. This database facilitates our ability to identify firms qualified for specific scopes of work and allows DRC to efficiently sort the firms by type of service and size of business. 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. DRC has assembled a cadre of thousands of subcontractors which includes SBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established procedures nationally recognized in the area of community outreach as discussed below.

Proposed Subcontractors

RPF Emergency Services, LLC 520 Mineral Trace, Unit C, Hoover, AL 35244	Big Rons Tree Care 16221 SW 98th Ave, Miami, FL 33157
T&S Trucking Service, LLC (DBE/WOSB) 5525 Plantation Lane Crandon, WI 54520	Golden Palm Tree 17010 S Dixie Hwy, Palmetto Bay, FL 33157
Acosta Tractor, Inc. 11986 NW 97th Ave, Hialeah, FL 33018	Franks Lawn Service 13150 SW 124th Ave, Miami, FL 33186
Signature Tree and Palms 14290 SW 232nd St, Miami, FL 33170	True Tree 1733 NW 21st Terrace, Miami, FL 33142
Deep South Tree Care 19610 SW 89th Ave, Cutler Bay, FL 33157	J.A Roman Tree Experts 1553 SW 102 Ct, Miami, FL
Bobmar 10774 Southwest 188th St, Miami, FL 33157	Sunshine Tree Trimming 1879 SW 16th St, Miami, FL 33145
Jireh Tree 6092 W 26th Ct, Hialeah, FL 33016	Arbor Tree Care 2519 NW 95th St, Miami, FL 33147
Just Right Tree Services 3640 NW 195th Terrace, Miami Gardens, FL 33056	Paul Simas 363 NE 98th St, Miami Shores, FL 33138
Tree Pros 18450 W Dixie Hwy, North Miami Beach, FL 33160	

Local S/M/WBE Resource Program

DRC understands that primarily mobilizing staff and equipment from local subcontractors reduces mobilization times and reduces cost. While DRC maintains a current, active subcontractor list, Regional Managers reach out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) by utilizing:

- 🌐 Governmental databases
- 🌐 Local, regional, and national SBE compliance departments
- 🌐 Client and vendor references
- 🌐 Direct mail community outreach
 - Information can be found by contacting: 888-721-4DRC or going on drcusa.com

Upon receipt of Notice of Award, DRC will make contact with local governments and SBE Resource offices to schedule an informational and technical assistance workshop for potential vendors and businesses. The workshops provides:


- 🌐 “Hands on” technical assistance to a variety of companies
- 🌐 Matches S/M/WBE contractors with other companies in order to strengthen their competitive position

DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

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 being offered 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.



DRC Emergency Services, LLC
111 Veterans Memorial Boulevard, Suite 401
Metairie, Louisiana 70005
Phone: (888) 721-4372 Fax: (504) 482-2852

Company Name: _____

Contact Person: _____

Contact Phone #: _____

Contact Email: _____


Address: _____

DBE/WBE: _____

Licensing/Certifications: _____

Equipment: _____

Notes: _____



DRC Emergency Services, LLC
111 Veterans Memorial Boulevard, Suite 401
Metairie, Louisiana 70005
Phone: (888) 721-4372 Fax: (504) 482-2852
www.drcusa.com

In the event of a disaster in the Jurisdiction and DRC Emergency Services is tasked with the Debris Removal and Disposal, the following equipment and licensing will be required:

EQUIPMENT:

- a) Hauling Equipment with bed capacity of greater than 30 CY and up to 100 CY is preferred. Self-loading equipment is also preferred, however, pieces of hauling equipment can be coupled with front end loaders with grapples and bobcats with grapples that are capable of loading hauling equipment. All equipment must meet DOT standards for on road travel. All loading equipment must operate with rubber tires.
- b) Seventy Hour Emergency Push (short term use) – the above equipment applies, however, rubber tire front end loaders, motor graders, telehandlers, backhoes, bobcats with buckets can be used during the first 70 hours.
- c) Operation of the DMS sites (Debris Management Sites) – Bulldozers, water disbursement trucks, grapple trucks, backhoes can be used for this operation.

INSURANCE REQUIREMENTS:

- a) General Liability - \$1,000,000.00 / \$1,000,000.00 Aggregate
- b) Workers Compensation - \$1,000,000.00/\$1,000,000.00/\$1,000,000.00

DBE CERTIFICATION

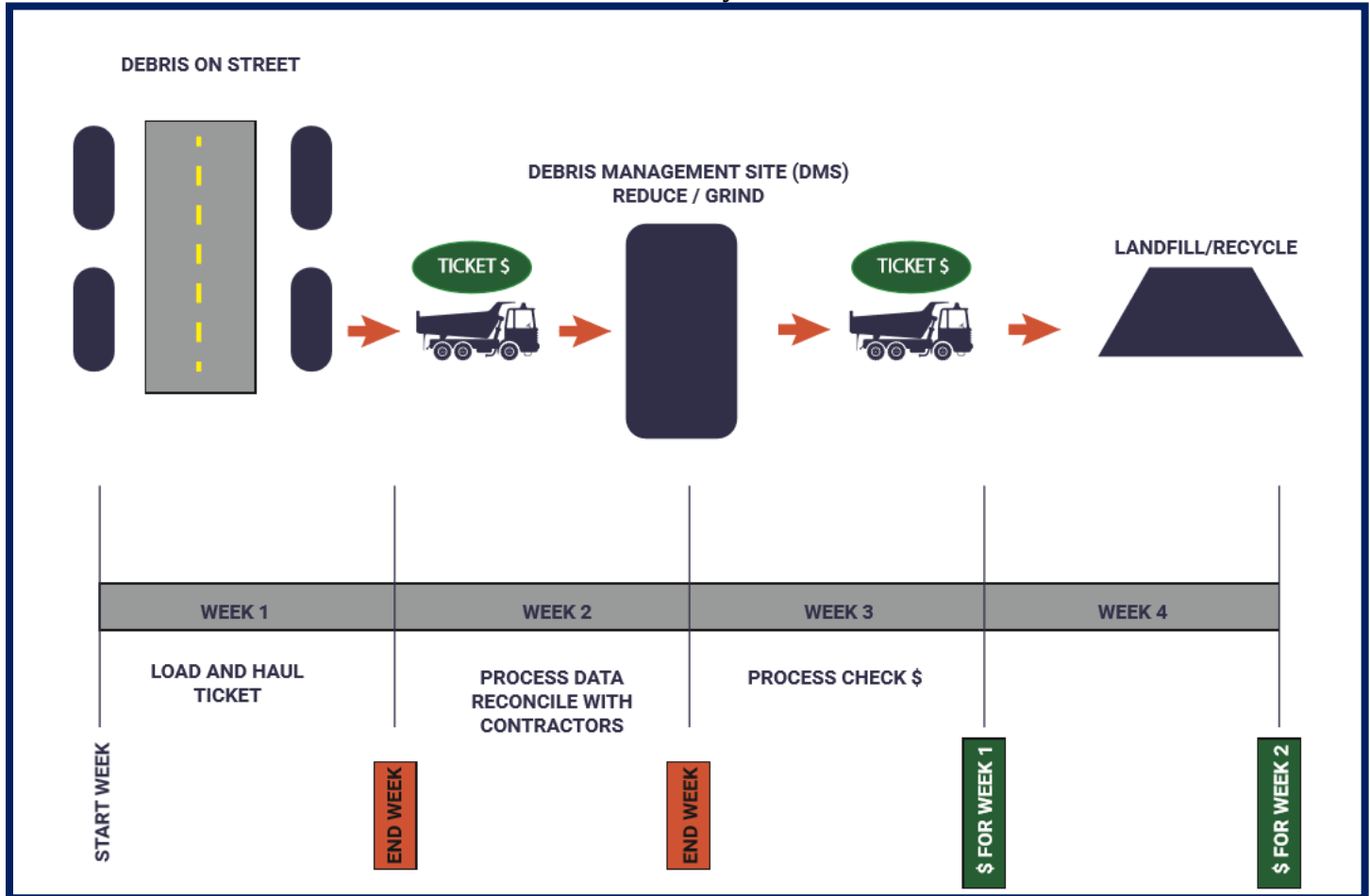
DBE Certificate not required; however, if you are DBE registers with the Jurisdiction, please send a copy of the certification by fax or mail to:

111 Veterans Memorial Boulevard, Suite 401
Metairie, LA 70005
FAX: (504) 482-2852

Prompt Payment of S/M/WBEs

In addition to occasionally assisting S/M/WBEs with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis. This expedited payment policy is critical to small businesses as they may experience cash flow issues that can impact operations.

Subcontractor Payable Chart



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 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. In addition, we believe work force diversity may provide 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.



4.0 BID SUBMITTAL FORM

ITB #2023-05

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

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> June 1, 2023 </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.
 - (f) 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 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 the work.

Debris Removal, Processing & Disposal:

Item	Description	Unit	Qty	Unit Price	Total
1	Mobilize & Demobilize (per event)	LS	1	\$500.00	\$500.00
2	Debris removal from Public Right-of-Way & hauling to TDSRS within the City limits	CY	20,000	\$9.92	\$198,400.00
3	Debris removal from Public Right-of-Way & hauling to TDSRS outside of City limits	CY	10,000	\$10.92	\$109,200.00
4	Debris removal from TDSRS, hauling and disposal at FDEP approved site within Miami-Dade County	CY	10,000	\$3.12	\$31,200.00
5	Debris removal from Public Right-of-Way, hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CY	5,000	\$9.92	\$49,600.00
6	Processing (grinding/mulching) of vegetative debris at TDSRS	CY	25,000	\$4.48	\$112,000.00
7	Processing (grinding/mulching) of construction & demolition (C&D) debris at TDSRS	CY	3,000	\$4.48	\$13,440.00
8	Pick-up and haul of white goods	EA	100	\$40.00	\$4,000.00
9	Pick-up and disposal of hazardous material	LB	1,000	\$4.00	\$4,000.00
10	Dead animal collection, transportation and disposal	LB	1,500	\$1.00	\$1,500.00
11	Process stump based on FEMA conversion table, July 2007 publication DAP9523.11, or latest version	CY	1,000	\$10.00	\$10,000.00
12	Hazardous stump removal, hauling and disposal 6" diameter to 11.99" diameter	EA	100	\$10.00	\$1,000.00
13	Hazardous stump removal, hauling and disposal 12" diameter to 23.99" diameter	EA	100	\$10.00	\$1,000.00
14	Hazardous stump removal, hauling and disposal 24" diameter to 47.99" diameter	EA	30	\$250.00	\$7,500.00
15	Hazardous stump removal, hauling and disposal 48" diameter or greater	EA	10	\$300.00	\$3,000.00
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	\$11.22	\$11,220.00
18	Material, fill dirt for stump holes, purchased, placed & compacted	CY	1,000	\$0.10	\$100.00
19	Leaning trees/hanging limbs	T&M	Rates below		
20	Demolition of structures	T&M	Rates below		

Sub Total \$557,660.00

Equipment with Operator:

Item	Description	Unit	Qty	Unit Price	Total
1	JD544 or equal, wheel loader w/debris grapple	HR	72	\$145.00	\$10,440.00
2	JD644 or equal, wheel loader w/debris grapple	HR	72	\$145.00	\$10,440.00
3	JD544 or equal, wheel loader w/bucket	HR	72	\$145.00	\$10,440.00
4	JD644 or equal, wheel loader w/bucket	HR	72	\$145.00	\$10,440.00
5	Extend-a-boom forklift w/debris grapple	HR	12	\$95.00	\$1,140.00
6	753 Skid Steer w/debris grapple	HR	72	\$110.00	\$7,920.00
7	753 Skid Steer Loader w/bucket	HR	72	\$110.00	\$7,920.00
8	753 Skid Steer w/Broom	HR	12	\$110.00	\$1,320.00
9	Tractor w/box blade or rake	HR	12	\$65.00	\$780.00
10	JD648 E or equal Log Skidder	HR	12	\$75.00	\$900.00
11	CAT D4 or equal dozer	HR	24	\$110.00	\$2,640.00
12	CAT D6 or equal dozer	HR	18	\$125.00	\$2,250.00
13	CAT D8 or equal dozer	HR	12	\$140.00	\$1,680.00
14	CAT or equal 125/140 HP Motor Grader	HR	24	\$100.00	\$2,400.00
15	JD690 or equal hoe w/grapple	HR	10	\$125.00	\$1,250.00
16	JD690 or equal hoe w/bucker & Thumb	HR	36	\$125.00	\$4,500.00
17	Excavator type hoe on rubber w/grapple	HR	24	\$165.00	\$3,960.00
18	JD310 or equal TLB	HR	24	\$120.00	\$2,880.00
19	210 Prentiss or equal knuckle-boom w/grapple	HR	36	\$110.00	\$3,960.00
20	CAT 623 or equal self-loading scraper	HR	12	\$110.00	\$1,320.00
21	Hand fed debris chipper	HR	36	\$20.00	\$720.00
22	300/400 Tub Grinder	HR	36	\$175.00	\$6,300.00
23	Diamond Z or equal 800/1,000 tub grinder	HR	24	\$225.00	\$5,400.00
24	30 TN Crane	HR	12	\$175.00	\$2,100.00
25	50 TN Crane	HR	8	\$250.00	\$2,000.00
26	100 TN Crane	HR	4	\$350.00	\$1,400.00
27	40'/60' Bucket Truck	HR	36	\$175.00	\$6,300.00
28	Service Truck	HR	36	\$40.00	\$1,440.00
29	Water Truck	HR	24	\$65.00	\$1,560.00
30	Portable Light Tower	HR	18	\$20.00	\$360.00
31	Pick-up (w/o driver)	HR	36	\$20.00	\$720.00
32	Knuckle-boom w/grapple self-loading Dump type truck	HR	72	\$75.00	\$5,400.00
33	Single axle dump type truck, 5 - 12 CY	HR	36	\$55.00	\$1,980.00
34	Tandem axle dump type truck, 16 - 20 CY	HR	36	\$60.00	\$2,160.00
35	Trailer type truck/tractor 24 - 40 CY	HR	30	\$65.00	\$1,950.00
36	Trailer type truck/tractor 41 - 60 CY	HR	30	\$75.00	\$2,250.00
37	Trailer type truck/tractor 61 - 80 CY	HR	24	\$85.00	\$2,040.00
38	Power Screen	HR	36	\$70.00	\$2,520.00
39	Stacking conveyor	HR	18	\$70.00	\$1,260.00
40	Off Road Truck	HR	24	\$75.00	\$1,800.00

Sub Total \$138,240.00

Labor & Material:

Item	Description	Unit	Qty	Unit Price	Total
1	Operating Manager	HR	36	\$65.00	\$2,340.00
2	Superintendent w/truck, phone & radio	HR	72	\$50.00	\$3,600.00
3	Foreman w/truck, phone & radio	HR	72	\$50.00	\$3,600.00
4	Safety/quality control inspector w/vehicle, phone & radio	HR	36	\$50.00	\$1,800.00
5	Inspector w/vehicle, phone & radio	HR	60	\$50.00	\$3,000.00
6	Climber w/gear	HR	36	\$6500	\$2,340.00
7	Chain & Hand Saw Operator	HR	72	\$45.00	\$3,240.00
8	Laborer & Flagman	HR	72	\$40.00	\$2,880.00
9	Haz-Mat Professional	HR	60	\$65.00	\$3,900.00
10	Certified Arborist	HR	24	\$65.00	\$1,560.00
11	Project Manager/Haz-Mat Professional	HR	36	\$65.00	\$2,340.00

Sub Total \$30,600.00

Emergency Power Generators & Support Equipment:

Item	Description	Unit	Qty	Unit Price	Total
1	5 kw Generator	Day	10	\$150.00	\$1,500.00
2	10 kw Generator	Day	10	\$200.00	\$2,000.00
3	20 kw Generator	Day	8	\$495.00	\$3,960.00
4	40 kw Generator	Day	8	\$545.00	\$4,360.00
5	60 kw Generator	Day	5	\$595.00	\$2,975.00
6	80 kw Generator	Day	5	\$650.00	\$3,250.00
7	100 kw Generator	Day	2	\$1,000.00	\$2,000.00
8	120 kw Generator	Day	2	\$1,100.00	\$2,200.00
9	Satellite Phone for use by the City to coordinate operations during failure of other communication systems	Day	10	\$25.00	\$250.00

Sub Total \$22,495.00

BID TOTAL \$748,995.00

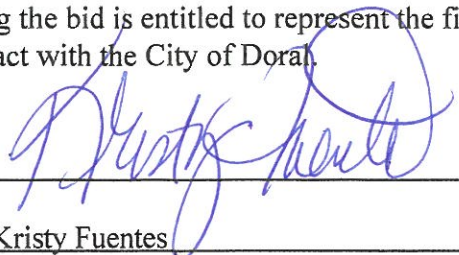
RATES FOR OTHER SERVICES, EQUIPMENT, OPTIONS AVAILABLE

If it should become necessary for the City to request the firm to render any additional services to either supplement the services requested in this ITB or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between City and the firm. Any such additional work agreed to between City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Bid Submittal.

Item	Description	Unit of Measure	Qty	Unit Price	Extended Price
1	See Attached.			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$
11				\$	\$
12				\$	\$
13				\$	\$
14				\$	\$
15				\$	\$
16				\$	\$
17				\$	\$
18				\$	\$
19				\$	\$

SIGNATURE IS REQUIRED AT THE END OF THIS SECTION

Certification that the person signing the bid is entitled to represent the firm empowered to submit the bids and authorized to sign a contract with the City of Doral.

Signature of Official: 
Name (typed): Kristy Fuentes
Title: Vice President/Secretary/Treasurer
Firm: DRC Emergency Services, LLC

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Bid for the Bidder.

END OF SECTION

DRC Emergency Services Additional Pricing Schedule

Uprooted or Split Trees (Leaners)	Each	\$	350.00
Removal of dangerous hanging limbs (Hangers)			
Removing hanging or partially broken limbs from trees in ROE or limbs hanging over the ROE and placing the debris on the private property or in the ROW for haul-off as PPDR debris.	Per Tree	\$	88.50
Waterway Debris and Silt Removal			
Marine based removal:			
0 - 5 mile, one-way haul	Per CY	\$	162.50
5.1 - 10 mile, one-way haul	Per CY	\$	163.50
10.1 - 15 mile, one-way haul	Per CY	\$	164.50
Land based removal:			
0 - 5 mile, one-way haul	Per CY	\$	62.50
5.1 - 10 mile, one-way haul	Per CY	\$	63.50
10.1 - 15 mile, one-way haul	Per CY	\$	64.50
Drainage Ditch Debris and Silt Removal			
Ditch width 0 - 4.0 feet	Per Linear Foot	\$	16.50
Ditch width 4.1 - 8 feet	Per Linear Foot	\$	17.00
Ditch width 8.1 - 12 feet	Per Linear Foot	\$	18.50
Ditch width 12.1 - 16 feet	Per Linear Foot	\$	20.00
Ditch width 16.1 - 20 feet	Per Linear Foot	\$	22.50
Ditch width 20.1 - 30 feet	Per Linear Foot	\$	32.50
Debris to be placed on the ROW for collection as regular debris.			
Silt to be hauled and disposed	Per CY	\$	14.86
Cleaning and Clearing of Storm Drain Lines			
Drain Line Diameter 0 - 15.0 inches	Per Linear Foot	\$	20.00
Drain Line Diameter 15.01 - 36 inches	Per Linear Foot	\$	22.00
Debris to be placed on the ROW for collection as regular debris.			
Silt to be hauled and disposed	Per CY	\$	14.86
Cleaning and Clearing of Catch Basins and Inlets			
4' x 4'	Each	\$	500.00
8' x 8'	Each	\$	550.00
10' x 10'	Each	\$	600.00
20' x 20'	Each	\$	900.00
Sand collection (Public Property)			
Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s) and clean sand returned and dumped on beach. (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location according to debris collection rates).			
0 - 15 miles, one-way haul	Per CY	\$	28.50
15.1 - 30 miles, one-way haul	Per CY	\$	29.00
30.1 - 60 miles, one-way haul	Per CY	\$	29.50
Sunken Vessel Removal			
Price proposal for vessel salvage and recovery:			
Marine Based salvage operations:			
a. Recreational vessels up to 24' in length			
1. Flat & V-Hulled Vessels	Per Linear Foot	\$	125.00
2. Keeled Vessels	Per Linear Foot	\$	175.00
b. Recreational vessels 25' up to 36' in length			
1. Flat & V-Hulled Vessels	Per Linear Foot	\$	150.00
2. Keeled Vessels	Per Linear Foot	\$	200.00
d. Recreational vessels 36' up to 48' in length			
1. Flat & V-Hulled Vessels	Per Linear Foot	\$	250.00
2. Keeled Vessels	Per Linear Foot	\$	350.00
e. Recreational vessels above 48' in length			

1. Flat & V-Hulled Vessels	Per Linear Foot	\$	350.00
2. Keeled Vessels	Per Linear Foot	\$	450.00
Land based salvage operations:			
a. Recreational vessels up to 24' in length			
1. Flat & V-Hulled Vessels	Per Linear Foot	\$	90.00
2. Keeled Vessels	Per Linear Foot	\$	140.00
b. Recreational vessels 25' up to 36' in length			
1. Flat & V-Hulled Vessels	Per Linear Foot	\$	115.00
2. Keeled Vessels	Per Linear Foot	\$	165.00
d. Recreational vessels 36' up to 48' in length			
1. Flat & V-Hulled Vessels	Per Linear Foot	\$	215.00
2. Keeled Vessels	Per Linear Foot	\$	315.00
e. Recreational vessels above 48' in length			
1. Flat & V-Hulled Vessels	Per Linear Foot	\$	315.00
2. Keeled Vessels	Per Linear Foot	\$	415.00
Derelict vehicle and vessel removal (from land)			
Unit			
Unit Price			
Pricing proposal for vehicle and vessel recovery:			
Transfer/Tow of typical passenger car	Each	\$	350.00
Transfer/Tow and handling of Recreational vessels up to 24' in length			
a. Flat & V-Hulled Vessels	Per Linear Foot	\$	75.00
b. Keeled Vessels	Per Linear Foot	\$	125.00
Transfer/Tow and handling of Recreational vessels 25' up to 36' in length			
a. Flat & V-Hulled Vessels	Per Linear Foot	\$	95.00
b. Keeled Vessels	Per Linear Foot	\$	150.00
Transfer/Tow and handling of Recreational vessels 36' up to 48' in length			
a. Flat & V-Hulled Vessels	Per Linear Foot	\$	200.00
b. Keeled Vessels	Per Linear Foot	\$	300.00
Transfer/Tow and handling of Recreational vessels above 48' in length			
a. Flat & V-Hulled Vessels	Per Linear Foot	\$	300.00
b. Keeled Vessels	Per Linear Foot	\$	400.00
Operation of secure aggregation site for vehicles and vessels:			
	Per Day	\$	750.00
Travel Trailer Installation and Maintenance			
Price proposal for trailer installation			
Basic Trailer Installation	Per Trailer	\$	14,500.00
As needed services:			
Buried Sewer Line	Per Linear Foot	\$	150.00
Install Sewer Tap	Per Tap	\$	750.00
Buried Water Line	Per Linear Foot	\$	150.00
Municipal Water Tap	Per Tap	\$	750.00
Power Pole with Meter	Per Pole	\$	2,500.00
Water Line Winterization	Per Linear Foot	\$	25.00
Handicap Ramp	Each	\$	6,500.00
Direct Wiring to Well Pump Switch	Per Pump	\$	750.00
Above Ground Electrical Excess	Per Linear Foot	\$	100.00
Provide Additional Potable Water Hose	Per 25'	\$	50.00
Provide and Install Generator	Per 5kw Gen	\$	4,500.00
Handicap Platform Steps	Each	\$	5,000.00
Demolition of Structures			
Unit			
Unit Price			
Structure demolition with non RACM construction and demolition debris loaded at the designated work zone and hauled to an approved commercial landfill. Contractor shall disconnect and cap the sewer and water lines and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs.			
	0 - 5 miles, one-way haul	Per CY	\$ 36.50
	5.1 - 10 miles, one-way haul	Per CY	\$ 37.50
	10.1 - 15 miles, one-way haul	Per CY	\$ 38.50
Structure demolition with RACM construction and demolition debris loaded at the designated work zone and hauled to an approved Type I/II landfill. Contractor shall disconnect and cap the sewer and water lines and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs.			
	0 - 5 miles, one-way haul	Per CY	\$ 52.50
	5.1 - 10 miles, one-way haul	Per CY	\$ 53.50
	10.1 - 15 miles, one-way haul	Per CY	\$ 54.50

Base Camp (Turnkey Rental): Lodging, Feeding Service, Restrooms, Hand Wash, Shower Service, Laundry

Line Item	Base Camp Description	Unit of Measure	Mobilization Charge	Operations Charge: Per Person/ Per Day	Operations Charge: Weekly Rate	Demobilization Charge
4	NIMS Type I (1501 - 2000 Person) Base Camp	EA	\$ 1,859,730.00	\$ 615.00	\$ 8,610,000.00	\$ 984,500.00
5	NIMS Type II (1001 - 1500 Person) Base Camp	EA	\$ 1,069,475.00	\$ 625.00	\$ 6,562,500.00	\$ 563,475.00
6	NIMS Type III (501 - 1000 Person) Base Camp	EA	\$ 608,100.00	\$ 635.00	\$ 4,445,000.00	\$ 321,825.00
7	NIMS Type IV (251 - 500 Person) Base Camp	EA	\$ 339,600.00	\$ 660.00	\$ 2,310,000.00	\$ 178,800.00
8	NIMS Type V (1 - 250 Person) Base Camp	EA	\$ 195,780.00	\$ 700.00	\$ 1,225,000.00	\$ 124,450.00

Base Camp (Turnkey Rental): Optional Add-Ons

Line Item	Morale, Welfare & Recreation (MWR)	Unit of Measure	Mobilization Charge	Operations Charge: Daily Rate	Operations Charge: Weekly Rate	Demobilization Charge
9	NIMS Type I (1501 - 2000 Person) MWR	EA	\$ 181,830.00	\$ 60,000.00	\$ 420,000.00	\$ 154,560.00
10	NIMS Type II (1001 - 1500 Person) MWR	EA	\$ 146,400.00	\$ 45,000.00	\$ 315,000.00	\$ 124,500.00
11	NIMS Type III (501 - 1000 Person) MWR	EA	\$ 112,615.00	\$ 30,000.00	\$ 210,000.00	\$ 95,725.00
12	NIMS Type IV (251 - 500 Person) MWR	EA	\$ 86,625.00	\$ 15,000.00	\$ 105,000.00	\$ 73,650.00
13	NIMS Type V (1 - 250 Person) MWR	EA	\$ 57,750.00	\$ 8,500.00	\$ 59,500.00	\$ 49,150.00

Base Camp (Turnkey Rental): Kitchen Services, Stand Alone

Line Item	Kitchen and Food Services	Unit of Measure	Mobilization Charge	Operations Charge: Daily Rate	Operations Charge: Weekly Rate	Demobilization Charge
24	NIMS Type I (1501 - 2000 Person) Kitchen Services	EA	\$ 100,000.00	\$ 170,000.00	\$ 1,190,000.00	\$ 90,000.00
25	NIMS Type II (1001 - 1500 Person) Kitchen Services	EA	\$ 85,000.00	\$ 135,000.00	\$ 945,000.00	\$ 76,500.00
26	NIMS Type III (501 - 1000 Person) Kitchen Services	EA	\$ 55,000.00	\$ 100,000.00	\$ 700,000.00	\$ 49,500.00
27	NIMS Type IV (251 - 500 Person) Kitchen Services	EA	\$ 42,000.00	\$ 55,000.00	\$ 385,000.00	\$ 37,800.00
28	NIMS Type V (1 - 250 Person) Kitchen Services	EA	\$ 35,000.00	\$ 30,000.00	\$ 210,000.00	\$ 31,500.00

Base Camp (Turnkey Rental): Kitchen Services, Price Per Meal

Line Item	Description	Unit of Measure	Price Per UOM
29	Meal: Breakfast 250 per day minimum	EA	\$ 35.00
30	Meal: Lunch 250 per day minimum	EA	\$ 40.00
31	Meal: Dinner 250 per day minimum	EA	\$ 60.00
32	Meal: Midnight 250 per day minimum	EA	\$ 40.00

Base Camp (Turnkey Rental): Shower Services, Stand Alone

Line Item	Shower Facility Services	Unit of Measure	Mobilization Charge	Operations Charge: Daily Rate	Operations Charge: Weekly Rate	Demobilization Charge
33	NIMS Type I (1501 - 2000 Person) Showers	EA	\$ 160,275.00	\$ 160,800.00	\$ 1,125,600.00	\$ 128,150.00
34	NIMS Type II (1001 - 1500 Person) Showers	EA	\$ 114,480.00	\$ 126,000.00	\$ 882,000.00	\$ 91,590.00
35	NIMS Type III (501 - 1000 Person) Showers	EA	\$ 78,650.00	\$ 84,000.00	\$ 588,000.00	\$ 62,950.00
36	NIMS Type IV (251 - 500 Person) Showers	EA	\$ 54,450.00	\$ 45,000.00	\$ 315,000.00	\$ 43,560.00
37	NIMS Type V (1 - 250 Person) Showers	EA	\$ 33,000.00	\$ 22,500.00	\$ 157,500.00	\$ 26,400.00

Base Camp (Turnkey Rental): Laundry Services, Stand Alone

Line Item	Laundry Services	Unit of Measure	Mobilization Charge	Operations Charge: Daily Rate	Operations Charge: Weekly Rate	Demobilization Charge
38	NIMS Type I (1501 - 2000 Person) Laundries	EA	\$ 37,240.00	\$ 18,250.00	\$ 127,750.00	\$ 23,620.00
39	NIMS Type II (1001 - 1500 Person) Laundries	EA	\$ 29,500.00	\$ 13,750.00	\$ 96,250.00	\$ 19,750.00
40	NIMS Type III (501 - 1000 Person) Laundries	EA	\$ 23,800.00	\$ 9,250.00	\$ 64,750.00	\$ 18,900.00
41	NIMS Type IV (251 - 500 Person) Laundries	EA	\$ 20,200.00	\$ 5,000.00	\$ 35,000.00	\$ 15,100.00
42	NIMS Type V (1 - 250 Person) Laundries	EA	\$ 18,000.00	\$ 3,000.00	\$ 21,000.00	\$ 10,450.00

Base Camp (Turnkey Rental): Restroom Services, Stand Alone

Line Item	Hand Wash Station Services	Unit of Measure	Mobilization Charge	Operations Charge: Daily Rate	Operations Charge: Weekly Rate	Demobilization Charge
48	NIMS Type I (1501 - 2000 Person) Restroom Services	EA	\$ 160,275.00	\$ 160,800.00	\$ 1,125,600.00	\$ 128,150.00
49	NIMS Type II (1001 - 1500 Person) Restroom Services	EA	\$ 114,480.00	\$ 126,000.00	\$ 882,000.00	\$ 91,590.00
50	NIMS Type III (501 - 1000 Person) Restroom Services	EA	\$ 78,650.00	\$ 84,000.00	\$ 588,000.00	\$ 62,950.00
51	NIMS Type IV (251 - 500 Person) Restroom Services	EA	\$ 54,450.00	\$ 45,000.00	\$ 315,000.00	\$ 43,560.00
52	NIMS Type V (1 - 250 Person) Restroom Services	EA	\$ 33,000.00	\$ 22,500.00	\$ 157,500.00	\$ 26,400.00

***All services above 7 day minimum



ADDENDUM NO. 1
City of Doral
ITB No. 2023-05
Disaster Debris Removal and Disposal Services

June 1, 2023

This Addendum No. 1 to the above-referenced Invitation to Bid is issued in response to questions from prospective respondents, or other clarifications and revisions issued by the City of Doral. The following clarifications are provided.

1. **Question: Will the hazardous trees and limbs be cut and placed onto the ROW for collection under other items?**

Response: Yes. Under item "Debris Removal from Public Right-of-Way and Hauling to TDSRS".

2. **Question: Will the 1 2-year additional period be renewed at the consent of both parties?**

Response: Yes.

3. **Question: Will the tipping fees be a pass-through charge?**

Response: Yes.

4. **Are there any additional debris staging areas contemplated other than those show in the ITB? Location?**

Response: There are currently no other areas. City is looking into additional areas within the City or in adjacent areas.

Any questions regarding this Addendum should be submitted in writing to the Procurement at email: procurement@cityofdoral.com.

Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,
Donna Rockfeld, Procurement Manager

DRC is in receipt of Addendum 1.

Kristy Fuentes
Vice President/Secretary/Treasurer

**EXHIBIT “A”
MINIMUM INSURANCE REQUIREMENTS**

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per Project)	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$2,000,000

Coverage / Endorsements Required

- City of Doral included as an additional insured
- Primary Insurance Clause Endorsement
- Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

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

Coverage / Endorsement Required

- Employees are covered as insureds
- City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers’ Liability Limits:

- \$100,000 for bodily injury caused by an accident, each accident
- \$100,000 for bodily injury caused by disease, each employee
- \$500,000 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.

Waiver of Subrogation in favor of City.

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. Umbrella should include Employer’s Liability.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors

comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

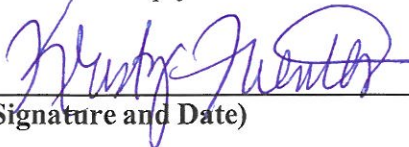
Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida and 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 AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.

ACKNOWLEDGED:

I hereby acknowledge and confirm that upon approval of award, will take the necessary action to comply with the minimum insurance requirements as set forth within this solicitation. I accept that failure to comply at the time of contract execution may result in award being defaulted.

 6/14/23
(Signature and Date)

Kristy Fuentes, Vice President/Secretary/Treasurer
Print Name:

This document must be completed and returned with your Submittal.

5.1 E-VERIFY PROGRAM

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-verify.gov/>.
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222- 54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

[48 CFR 52.222-54](#)

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

DRC Emergency Services, LLC
Company Name

Respondent Signature

Kristy Fuentes, Vice President/Secretary/Treasurer
Respondent Name (Printed)
6/14/23
Date Signed

5.2 BUSINESS ENTITY AFFIDAVIT

(VENDOR / PROPOSER DISCLOSURE)

RFQ No. 2023-05

I, Kristy 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>111 Veterans Boulevard</u>	<u>401</u>	<u>Metairie</u>	<u>LA</u>	<u>70005</u>
<small>STREET ADDRESS</small>	<small>SUITE</small>	<small>CITY</small>	<small>STATE</small>	<small>ZIP CODE</small>

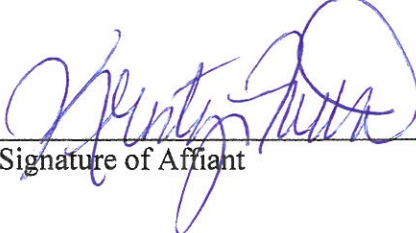
OWNERSHIP DISCLOSURE AFFIDAVIT

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>
John, William, & Todd Sullivan	6702 Broadway Street, Galveston, TX 77554	100 %
_____	_____	_____ %
_____	_____	_____ %

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:

None.


Signature of Affiant

5/24/2023
Date

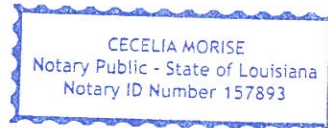
Kristy Fuentes, Vice President/Secretary/Treasurer
Printed Name of Affiant

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 24 day of May, 2023 (year), by Kristy Fuentes who is personally known to me or who has produced a Florida driver's license as identification.

Personally known X
OR
Produced identification _____

Notary Public-State of Louisiana

Id My commission expires: at death
Type of Identification



Cecelia Morise
Printed, typed, or stamped commissioned name of Notary Public

5.3 NON-COLLUSION AFFIDAVIT

RFQ No. 2023-05

State of Louisiana)
 Jefferson) SS
County of Parish)

BEFORE ME, the undersigned authority, personally appeared Kristy Fuentes, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the Vice President/Secretary/Treasurer
(Owner, Partner, Officer, Representative or Agent) of DRC Emergency Services, LLC, the PROPOSER 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 PROPOSER 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 PROPOSER, 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 PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (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 PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

FURTHER AFFIANT SAYETH NOT

Kristy Fuentes

By:

Print Name:

Kristy Fuentes, Vice President/Secretary/Treasurer

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 24th day of May, 2023 (year), by Kristy Fuentes

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known X

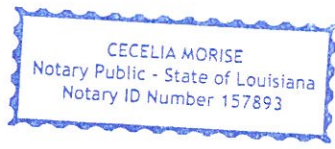
OR

Produced identification _____

Notary Public-State of Louisiana

Type of Identification

My commission expires: at death



Cecelia Morise
Printed, typed, or stamped commissioned name of Notary Public

5.4 NO CONTINGENCY AFFIDAVIT
RFQ No. 2023-05

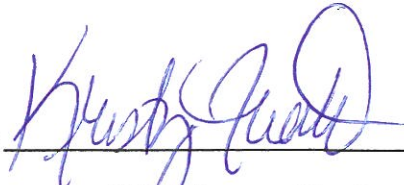
State of Louisiana)

Jefferson SS)
County of Parish)

BEFORE ME, the undersigned authority, personally appeared Kristy Fuentes, who, after being duly sworn, deposes and states that all of the facts herein are true:

- DRC Emergency
Services, LLC
- (1) He/She/They is/are Vice President/Secretary/Treasurer Owner, Partner, Officer, Representative or Agent) of the PROPOSER that has submitted the attached Bid;
- (2) Proposer warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT


By: 
Print Name: Kristy Fuentes, Vice President/Secretary/Treasurer

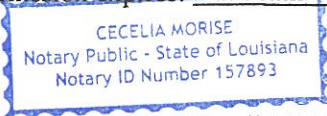
The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 24th day of May, 2023 (year), by Kristy Fuentes who is personally known to me or who has produced a Florida driver's license as identification. Personally known X

OR
Produced identification _____
Notary Public-State of Louisiana

Type of Identification

My commission expires: at death


Printed, typed, or stamped commissioned name of Notary Public



5.5 AMERICANS WITH DISABILITIES ACT (ADA)

**DISABILITY NONDISCRIMINATION STATEMENT
RFQ No. 2023-05**

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: 111 Veterans Boulevard, Suite 401, 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:

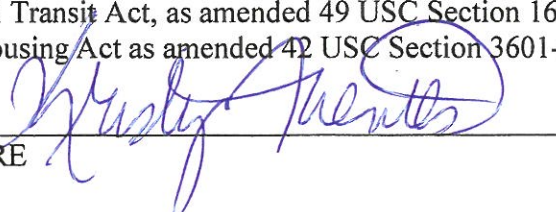
That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions 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



The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 24th day of May, 2023 (year), by Kristy Fuentes

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

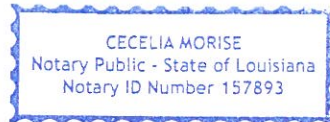
Produced identification _____

Notary Public-State of Louisiana

_____ My commission expires: at death

_____ Type of Identification

Cecilia Morise



Printed, typed, or stamped commissioned name of Notary Public

**5.6 SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFQ No. 2023-05**

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, FL
by Kristy Fuentes
for DRC Emergency Services, LLC
whose business address
is 111 Veterans Boulevard, Suite 401, 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.)

X 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: Kristy Fuentes

(Printed Name) Kristy Fuentes

(Title) Vice President/Secretary/Treasurer

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 24th day of May , 2023 (year), by Kristy Fuentes who is personally known to me or who has produced a Florida driver's license as identification.

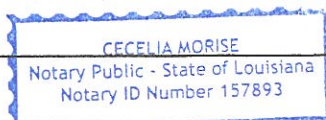
Personally known X

Or Produced Identification

Notary Public - State of Louisiana

My Commission Expires at death

Cecilia Morise



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

5.7 DRUG-FREE WORKPLACE PROGRAM
RFQ No. 2023-05

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

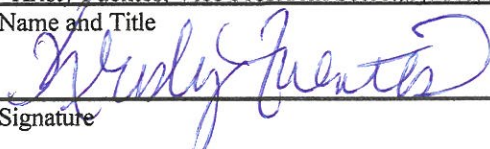
DRC Emergency Services, LLC does:
(Name of Firm)

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' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after 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 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.

Kristy Fuentes, Vice President/Secretary/Treasurer
Name and Title

6/14/23
Date


Signature

DRC Emergency Services, LLC
Firm

111 Veterans Boulevard, Suite 401
Street address

Metairie, LA 70005
City, State, Zip code

5.8 CONTRACTOR COPELAND ACT ANTI-KICKBACK AFFIDAVIT

RFQ No. 2023-05

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 CONTRACTORS, 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*
Kristy Fuentes

Title: Vice President/Secretary/Treasurer

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 24th day of May, 2023 (year), by Kristy Fuentes

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known X

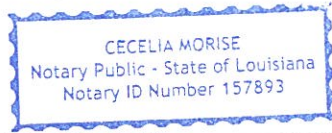
OR

Produced identification _____

Notary Public-State of Louisiana

_____ My commission expires: at death
Type of Identification

Cecelia Morise



Printed, typed, or stamped commissioned name of Notary Public

~5.9 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFQ No. 2023-05

I, Kristy Fuentes, Vice President/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 2.15.3 of this document.

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



Individual's Signature

6/14/23

Date



5.10 CONFLICT OF INTEREST DISCLOSURE FORM

All business entities (“Vendor”) interested in or conducting business with the City of Doral, must complete and return the Conflict-of-Interest Disclosure Form.

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral’s conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor’s Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*	
Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: _____ _____	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe below): _____ _____ <input checked="" type="checkbox"/> No Conflict of Interest

**Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.*

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
DRC Emergency Services, LLC	(888) 721-4372	
Vendor Name	Vendor Phone Number	
	6/14/23	Kristy Fuentes Vice President/Secretary/Treasurer
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

**5.11(A) CERTIFICATE OF AUTHORITY
(IF LIMITED LIABILITY CORPORATION)**

STATE OF Louisiana)

) SS:

COUNTY OF Jefferson)
Parish)

I HEREBY CERTIFY that a meeting of the Principals of the
DRC Emergency Services, LLC

organized and existing under the laws of the State of Alabama, held on
January 20, 2016, the following resolution was duly passed and
adopted:

"RESOLVED, that, Kristy Fuentes as Vice President/Secretary/Treasurer of
the Limited Liability Corporation be and is hereby authorized to execute the Proposal dated,
January 20 2016, to the City of Doral and that their execution thereof shall be the
official act and deed of this Limited Liability Corporation." I further certify that said resolution
is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of
June, 2023.

Secretary:  _____

Print Name: Kristy Fuentes

(SEAL)

**5.11 (C) 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)

5.12 CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Kristy Fuentes, certify that I am the Secretary of the Corporation named as Principal in the foregoing bid; that Kristy Fuentes, who signed the Bid on behalf of the Principal, was then VP/Secretary of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bid was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

DRC Emergency Services, LLC
(Name of Corporation)

END OF SECTION

**5.13 ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We DRC Emergency Services, LLC, hereby acknowledge and
Prime Contractor

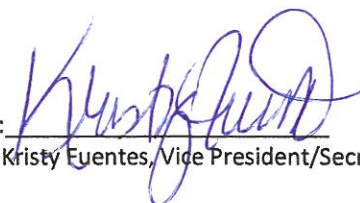
agree that we, as the Prime Contractor for City of Doral, **Emergency Debris Removal Services, ITB #2023-05**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, 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:

R&F Emergency Services, LLC, T&S Trucking Service, LLC, Acosta Tractor, Inc., Signature Tree and Palms, DeepSouth Tree Care, Bobmar, Big Rons Tree Care, Golden Palm Tree, Franks Lawn Service, True Tree, J.A Roman Tree Experts, Sunshine Tree Trimming, Arbor Tree Care, Affordable Tree service, Jireh Tree, Just Right Tree services, Tree Pros,
(Subcontractor's Names) Paul Simas

_____ to comply with such act or regulation.

DRC Emergency Services, LLC
CONTRACTOR

Rae Bruno Rae Bruno
ATTEST

BY: 
Kristy Fuentes, Vice President/Secretary/Treasurer

END OF SECTION



5.14 DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

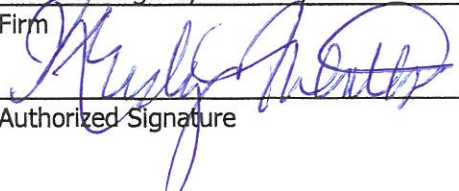
Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES X NO _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Doral.

DRC Emergency Services, LLC
Firm

Authorized Signature

6/14/23
Date

Kristy Fuentes, Vice President/Secretary/Treasurer
Print or Type Name and Title

DISPUTE DISCLOSURE FORM

CONTINUED

FIVE YEAR LITIGATION AND REGULATORY LIST

(Updated and Revised: May 22, 2023)

The following is a list of any litigation involving DRC Emergency Services, LLC (“DRC”) pending, settled, dismissed or abandoned during the five-year period commencing May 22, 2018 and ending May 22, 2023.

ACTIVE PENDING CASES:

Nelson v. RPF Emer. Servs., et al, No. 20-900353, Cir. Ct. Baldwin County, AL. Terminated sub-subcontractor sued DRC and its President seeking damages for termination from the project. Claim unquantified. No liability for DRC or its President; no contract privity.

Fucich v. Great Divide Ins. Co., et al, No. 136124, 16th JDC, Iberia Parish, LA. Automobile accident personal injury claim. Unquantified Claims being handled through insurers.

Fuxench, et al v. Puerto Rico Dept. of Recreation & Sports, No. 20-3148, Puerto Rico Bayomon High Court. Claim against the Puerto Rico Dept. of Recreation & Sports to enjoin it from performing post-hurricane tree and limb removal in a park.

Lambert v. DRC Emergency Services, LLC, et al, 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 702311. BP Oil Spill personal injury claim. DRC is being indemnified by BP.

Fitzgerald v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-650. BP Oil Spill personal injury claim. DRC is being indemnified by BP.

Brown v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2333. BP Oil Spill personal injury claim. DRC entitled to indemnity from BP.

Payton v. Progressive Ins., et al, No. C-92655, 10th JDC, Natchitoches Parish, LA. Automobile accident involving lower-tier subcontractor. Insured claim

White v. Florida Dept. of Env'l Protection, et al, #20-1558, 2nd Cir. Leon County. Personal injury action arising from debris management site operations. Insured claim.

Goldman v. DRC Emer. Servs, LLC, et al, #22-900011, Washington County, AL Cir. Ct., Personal injury claim arising from automobile accident. Plaintiff rear-ended debris truck.

DRC, Inc. v. DRC Emer. Srvs., LLC, #22-901120, Mobile County, AL Cir. Ct. Tradename dispute. Matter pending.

Dansby v. First Call Storm Removal, LLC, #22-900074, Marengo Co., AL Circuit Court. Personal injury arising from an automobile accident during debris removal operations.

ABANDONED CASES:

Gulf State Construction v. DRC Emergency Services, LLC, Civil Action No. 2012-10783, Orleans Parish Civil District Court. Pro se lawsuit by a subcontractor seeking \$180,000 payment for site work and demolition work on the Orleans Parish Sheriff's Office construction project. DRCES disputes plaintiff's claims on several procedural and substantive grounds: (1) Gulf States had no Louisiana contractor's license and, therefore, the subcontract is unenforceable as a matter of law; (2) Gulf States performed only minimal site work for which it was paid; (3) Gulf States was paid for mobilization but only mobilized three pieces of equipment to the job site and, therefore, could not execute the site work. No action has been taken in this matter for over four years.

Down South Services, LLC v. DRC Emergency Services, LLC, Case No. 59-035, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim by equipment supplier in connection with the BP oil spill project. DRCES disputed plaintiff's claim and tendered 68% of plaintiff's demand pending further backup detail from plaintiff. No backup detail was provided. The lawsuit is open but plaintiff has abandoned the claim under Louisiana law having taken no step in the litigation since 2011.

American Amphibious Equipment and Rental, Inc. v. Brookhaven Maintenance South Contract Corp., et al, Case No. 55-252, 25th Judicial District Court for Plaquemines Parish, Louisiana. Collection claim by an equipment supplier to a lower-tier subcontractor on the Hurricane Katrina project. On April 13, 2009, one of the lower-tier subcontractors filed for Chapter 11 bankruptcy relief (USDC SD Miss. Case No. 09-50745) and the instant lawsuit was stayed. The Chapter 11 reorganization proceeding was converted to a Chapter 7 liquidation on July 23, 2009. The plaintiff in the instant case did not seek to lift the bankruptcy stay and did not otherwise take any steps in the instant litigation since 2009. The instant matter, therefore, has been abandoned under Louisiana law.

Baudier v. DRC Emergency Services, LLC, et al., 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 703-286. BP Oil spill personal injury claim. Abandoned.

Turlich v. DRC Emergency Services, LLC, et al., 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-076. BP Oil spill personal injury claim. Abandoned.

Frelich v. DRC Emergency Services, LLC, et al., 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-616. BP Oil spill personal injury claim. Abandoned.

DISMISSED, SETTLED OR CLOSED CASES:

Contreras v. Terrence, et al, No. 18-3519, 134th Dist. Court, Dallas County, TX. Claim by a fourth tier subcontractor for payment. The lawsuit states damages are between \$50,000 and \$200,000. DRC dismissed from lawsuit on summary judgment on August 12, 2022.

Lewis v. Ft. Lauderdale, #19-2090, 17th JC Broward Co. Personal injury. Resident tripped on defect in sidewalk. DRC proved defect existed prior to work performed by DRC in the area. Plaintiff agreed to voluntarily dismiss DRC.

Hershewe v. DRC Emer. Services, LLC, Case NO. 17-181, Jasper County, MO. Suit for an accounting and claim for payment by an attorney arising out of the Joplin, MO tornado project. Suit dismissed for lack of prosecution.

B&S Equipment v. DRC Emergency Services, LLC, et al, Case No. 708-443, 24th Judicial District Court for Jefferson Parish, Louisiana. Claim by lower-tier sub-subcontractor for unpaid work. Hurricane Katrina project. Case settled on July 3, 2014.

Ultra Lane, Ltd. v. DRC, et al, No. 17-430, USDC MDLA Suit by Ultra Lane against lower-tier sub-subcontractor for payment. Plaintiff voluntarily dismissed DRC from litigation.

Infinity Trucking v. Cahaba Disaster Recovery, et al, USDC EDLA, Case 18-1700. \$94,000 claim by lower tier subcontractor on a demolition project. Claim is disputed by DRC based on no contract privity. Settled and dismissed December 10, 2018.

IceX Systems Management, LLC v. DRC Emer. Servs., No. C-201885406, 15th JDC, Lafayette Parish, LA. Claim by equipment lessor for rental. DRC contended that equipment was removed from project by plaintiff. Investigation confirmed that the equipment was removed by plaintiff and that DRC overpaid plaintiff. Plaintiff voluntarily dismissed the lawsuit July 22, 2020.

Yester Avila, et al. vs. SLSCO, Ltd., et al., No.18-cv-00426, USDC SDTX. Class action wage underpayment claim on a project in which DRC had no involvement. Plaintiffs voluntarily dismissed DRC from the lawsuit on July 1, 2019.

Dermansky v. DRC Emer. Servs., No. 20-1803, USDC SDTX. Copyright claim. Photograph use. Settled and dismissed November 19, 2020.

Luke Boudreaux v. The DRC Group, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-03179. BP Oil Spill injury claim. Dismissed June 19, 2020.

Matherne Business Associates v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-449. BP Oil Spill injury claim. Dismissed June 18, 2020.

Rodrigue Business Associates v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-445. BP Oil Spill injury claim. Dismissed June 18, 2020.

Pearson and Black v. DRC Emergency Services, LLC, 24th Judicial District Court for Jefferson Parish Louisiana, removed to USDC EDLA, Civil Action No. 11-778. BP Oil Spill injury claim. Dismissed June 19, 2020.

Chad Rogers v. DRC Emergency Services, LLC, et al., 19th Judicial District Court for East Baton Rouge Parish Louisiana, Civil Action No. 601084 removed to USDC MDLA Civil Action No. 11-331, transferred to USDC EDLA Civil Action No. 11-1295. BP Oil Spill injury claim. Dismissed September 6, 2018.

Foussell, et al, v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1195. BP Oil Spill injury claim. Dismissed September 6, 2018.

Truong v. Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2766. BP Oil Spill injury claim. Dismissed September 6, 2018.

Duong, et al v. Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-814. BP Oil Spill injury claim. Dismissed September 6, 2018.

Duong, et al v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-605. BP Oil Spill injury claim. Dismissed July 11, 2019.

Dinwiddie v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-426. BP Oil Spill injury claim. Dismissed September 6, 2019.

Elmer Rogers v. DRC Emergency Services, LLC, Orleans Parish Civil District Court, Civil Action No. 14-8304, Div. "J" removed to USDC EDLA Civil Action No. 14-2285. BP Oil Spill injury claim. Dismissed June 19, 2020.

In re Triton Asset Leasing GmbH, U.S. Dist. Court for Eastern District of Louisiana, Case No. 10-2771. Statutory limitation of liability proceeding invoked by a vessel owner which was consolidated with MDL 2179. BP Oil Spill injury claim. Dismissed June 11, 2020.

Alexander v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-951. DRCES is named as a defendant but was never served with legal process. Lawsuit was consolidated in MDL 2179. BP Oil Spill injury claim. Dismissed September 6, 2018.

Strike Zone Charters v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5960. BP Oil Spill injury claim. Dismissed July 11, 2019.

Reefkeeper, LLC v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5955. BP Oil Spill injury claim. Dismissed March 4, 2020.

Terry v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4137. BP Oil Spill injury claim. Dismissed March 4, 2020.

Lim v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3950. BP Oil Spill injury claim. Dismissed July 10, 2018.

Duong v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3953. BP Oil Spill injury claim. Dismissed January 3, 2019.

Ly v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3957. BP Oil Spill injury claim. Dismissed February 5, 2020.

Ly v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4027. BP Oil Spill injury claim. Dismissed July 18, 2017.

Nguyen v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3952. BP Oil Spill injury claim. Dismissed February 5, 2019.

Nguyen v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3955. BP Oil Spill injury claim. Dismissed February 5, 2019.

DeWitt County, et al v. DRC Logistics, Inc. (in rem only), #20-11-9945, DeWitt County, TX. County sent property tax bill to incorrect address for 2 years. Taxpayer address was corrected in County system; tax bill was paid; case was dismissed.

Golladay v. DRC Emer. Servs., et al, #20-23-CA, 14th JC Calhoun County, FL. Personal injury claim. Claim being handled through insurers. Plaintiff voluntarily dismissed DRC June 23, 2021.

Otano v. Desaugust, No. 18-16273, 11th Cir. Miami-Dade County, FL. Payment demand for by lower tier subcontractor on Hurricane Irma project in Miami-Dade County. Dismissed.

Hills v. Tap Out, et al, No. 18-627, 16th JDC Monroe County, Florida. Claim by a pro se plaintiff for alleged failure of tenants to pay rent following home repairs under a public assisted house repair program not involving DRC. The lawsuit is frivolous and was filed by a plaintiff with a history of such pro se filings. Case dismissed March 6, 2019.

Commans v. State Farm, et al, No. 653413, 19th JDC, E. Baton Rouge Parish, LA. Automobile collision case involving truck driver of a lower-tier subcontractor. DRC was dismissed on summary judgment.

Kessler Smith v. BKS Construction, LLC, et al, Case No. 2021-9256, Orleans Parish CDC Louisiana. Automobile accident case. Insured claim. Dismissed on summary judgment.



5.15 CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, Kristy Fuentes, on behalf of DRC Emergency Services, LLC
Print Name Company Name

certifies that DRC Emergency Services, LLC does not:
Company Name

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



Signature Kristy Fuentes

Vice President/Secretary/Treasurer
Title

6/14/23
Date



5.16 BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] DRC Emergency Services, LLC certifies, to the best of his or her knowledge, that:

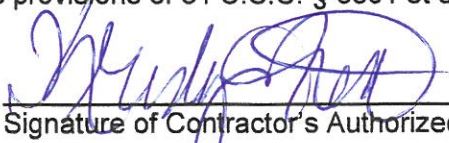
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

2. 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.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] DRC Emergency Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Kristy Fuentes, Vice President/Secretary/Treasurer

Name and Title of Contractor's Authorized Official

6/14/23

Date




N/A

Approved by OMB
0348-0046

5.17 Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Kristy Fuentes</u> Title: <u>Vice President/Secretary/Treasurer</u> Telephone No.: <u>(888) 721-4372</u> Date: <u>6/14/23</u>	
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