

**AGREEMENT FOR
EMERGENCY DEBRIS REMOVAL SERVICES
Between
CITY OF DORAL
and
CTC DISASTER RESPONSE, INC.**

This Agreement for Debris Removal Services (“Agreement”) is made and entered into on this 24 day of July, 2023, by and between the CITY OF DORAL, Florida, a municipal corporation of the State of Florida (the “City”) and CTC DISASTER RESPONSE, INC. (the “Contractor”), whose Federal I.D. No. is 48-1245968 (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 lowest most responsive and responsible bidders, and was selected as the primary 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 primary 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 primary 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 Twenty-One Thousand Eight Hundred Eighty-Five Dollars (\$721,885.00) 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 CTC DISASTER RESPONSE, INC., shall be:

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

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

XVI. Governing Law & Venue

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

XVII. Public Records

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL,

FLORIDA 33166.

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

XVIII. Audit

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

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

and information shall be kept and maintained by Contractor and made available to the City during the terms of this Agreement and for a period of three (3) years from the date set forth in 2 CFR §200.333. All such materials shall be maintained by Contractor at a location in Miami-Dade City, Florida, provided that if any such material is located outside Miami-Dade City, then, at City's option Contractor shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Contractor's place of business.

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

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

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

XIX. Compliance with Other Federal Standards

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

19.1.1. 2 CFR Part 25.110

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

19.1.3. Executive Orders 12549 and 12689

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

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

19.2. Nondiscrimination Acts and Authorities. For all federally funded work issued under this Contract, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that

any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

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

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

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

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

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

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

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

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

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

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

19.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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

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

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

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

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

19.3.1. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of

equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

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

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

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

19.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work under this Contract, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

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

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

19.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work under this Contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary

of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.8. Minority/Women Business Enterprise. For all federally funded work under this Contract, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all 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
Connie Diaz, City Clerk

By: B.H.
Barbara Hernandez, City Manager

Date: 7/24/2023

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

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

CTC DISASTER RESPONSE, INC.

Attest:

Mourat Gathers
Name: Mourat Gathers
Its: VICE PRESIDENT

Greg Gathers
Name: GREG GATHERS
Its: PRESIDENT
Date: 7/5/2023

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 offerror 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 offerror 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 Rspndent 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: _____
 - (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

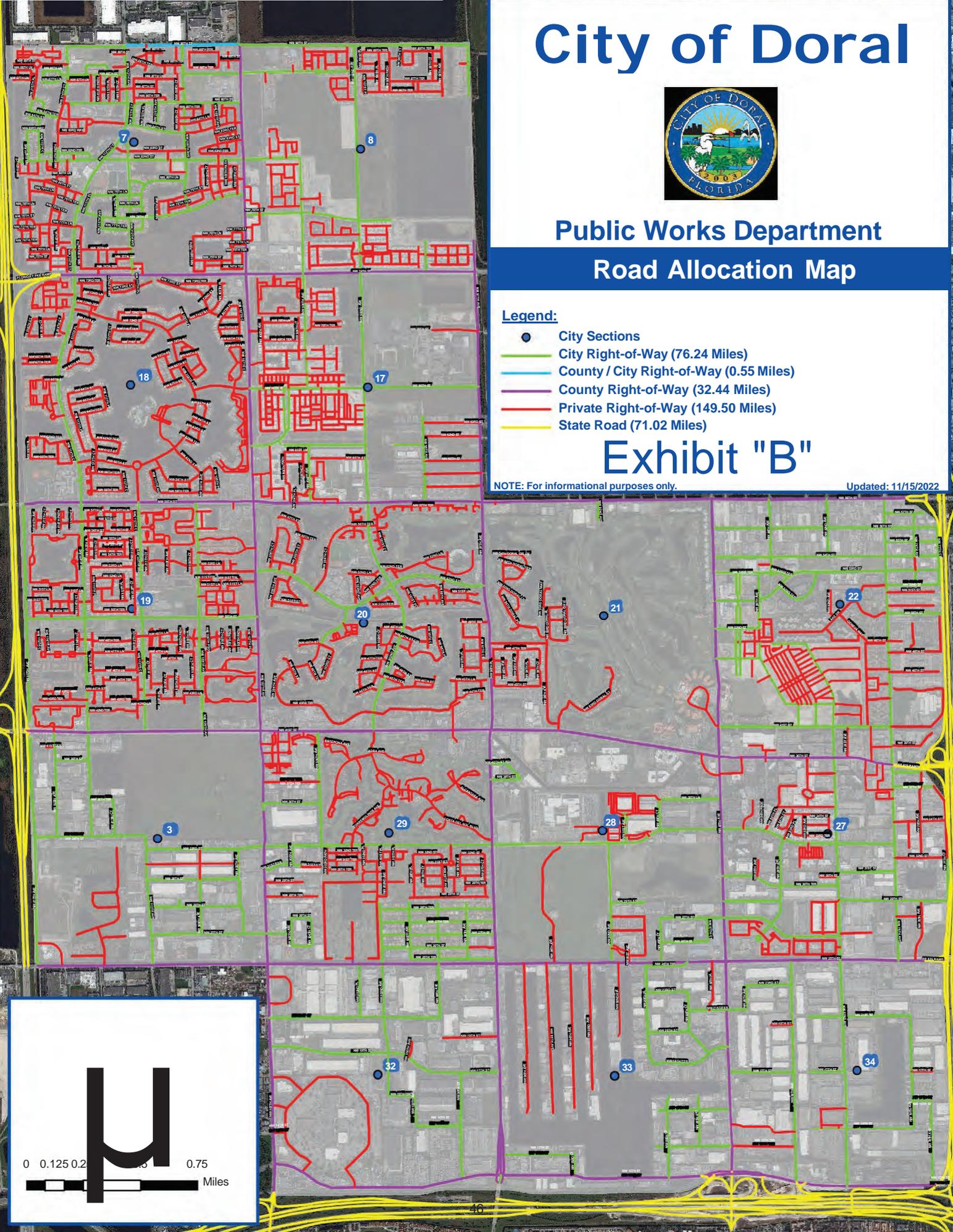
Legend:

-  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



0 0.125 0.25 0.75 Miles

City of Doral



Public Works Department Debris Staging Zone Map

Legend

 Debris Staging Site - Downtown Doral

Debris Zones

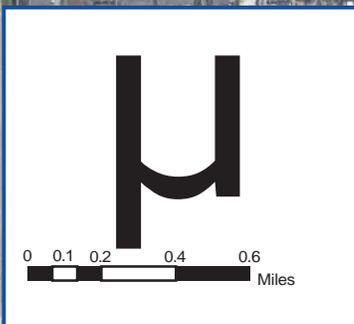
 North Zone

 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"



Original Disaster Debris Removal And Disposal Services

Proposal for: ITB 2023-05



City of Doral

8401 NW 53rd Terrace

Doral, FL 33166

Thursday June 15, 2023 10:00 A.M.

Contact Information:

Greg Gathers
6021 SW 29th St. PMB #130
Topeka, KS 66614
(785) 478-9805 – Office
(785) 478-4195 – Fax

ggathers@ctcdisaster.com

www.ctcdisaster.com

(Office locations in Kansas, Alabama, Florida
& Texas)



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INTRODUCTION

TRANSMITTAL LETTER

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

June 15, 2023

RE: ITB 2023-05 Disaster Debris Removal and Disposal Services

To Whom it may concern,

CTC Disaster Response, Inc. (CTC), formerly known as Custom Tree Care, Inc., is pleased to submit our proposal for the ITB 2023-05 Disaster Debris Removal and Disposal Services. CTC has been in business for over 24 years and has completed over \$200,000,000 in Debris Removal Operations, with a combined Executive and Management team experience of over 70 years. CTC has operated as prime contractor in the recovery of over 150 major catastrophic events in 27 states performing ROW Debris Removal, Tree Trimming and Removal, PPDR, Waterway and Marine Debris Removal, TDS Reduction and Management, and other specialty types of debris removal. We meet or exceed all requirements of this RFP.

With our experience, we can streamline the recovery process, while maintaining our 100% safety record. We have also been able to develop and streamline debris removal, reduction, and disposal to ensure that our teaming partners and the community receive the best benefits of our experience.

CTC has never failed to complete a project and has never defaulted on any contract. We hold ourselves to the highest standards of quality and professionalism. Our past performance is excellent, and we will strictly adhere to all requirements of this project including program standards as provided in FEMA's "Debris Management Guide." CTC is registered to do business in the State of Florida and has completed several contracts of this nature in the past for DOT's, School Districts, Municipalities (cities and towns), counties, states, and the federal government.

CTC has the resources to manage all disaster debris operations for all entities we are contracted with.

Our staff is trained in USACE, OSHA, ANSI and FEMA standards and all work practices will conform to these standards. We adhere to FEMA requirements for reimbursement documentation. If awarded, we will provide all additional documentation required. We look forward to the opportunity to serve your needs.



Respectfully,

Greg Gathers

Greg Gathers
President/CEO
MW-4172A

The following individuals have the authority to bind CTC Disaster Response, Inc. in all representations of this proposal.

Greg Gathers, President/CEO
(785)221-7550
ggathers@ctcdisaster.com

Jeremy Britton, Chief Operating Officer
(256)749-4886
jbritton@ctcdisaster.com



PROJECT APPROACH

PRE-EVENT PREPERATION

Through our years of experience in responding to disaster debris-generating events across the nation, we at CTC have developed and refined a strategy to include both pre-event planning and post-event operations. This strategy is founded on the concept that we, both the agency's staff and the CTC staff, can best do the majority of our critical thinking on a "blue sky day" when time is available to carefully and thoroughly research alternatives to various scenarios. In essence, we can develop a "Project Checklist" to guide us through those first days following the "black sky day."

Pre-Event Planning:

- Identify and introduce, in person, the CTC Project Team to your staff so that when we are required to work together, we have already established our professional relationship and rapport.
- Review with your staff, in detail, the most recent update of the Debris Management Plan to ensure that we understand completely your plan of attack and have those base maps first required in current order.
- Ride those roadways listed as having priority to conceptualize the volumes and types of debris that may be encountered during emergency clearance operations.
- Review with your staff the identified Temporary Debris Staging and Reduction Sites and the preliminary design established.
- Review both your and our Communications Plan to ensure they are compatible and afford interoperability.
- Conduct and/or participate in tabletop and functional exercises focused on managing the volumes of documentation required for reimbursement of eligible damage costs.
- Participate in all other training and exercises as you may direct.
- Conduct on-site classroom training utilizing the FEMA Emergency Management Institute Independent Study Programs for Debris Management, National Incident Management System/Incident Command System (NIMS/ICS), the Public Assistance Program and all updates/new policies and procedures.
- Applicants with a FEMA-accepted Debris Management Plan at the time of an event can increase the effectiveness of its debris management operations. Specifically, a Debris Management Plan should improve an Applicant's ability to complete debris removal within the timelines associated with the sliding scale. Applicants may request a one-time, 2% increased Federal cost share incentive.
- FEMA's requirements to receive this incentive are that the Applicant must:
 - Have a FEMA-accepted Debris Management Plan.
 - Have a pre-qualified debris removal contractor.
- Debris Management Plan should include the following:
 - Debris Management Overview
 - Incidents and Assumptions
 - Debris Collection and Removal Plan
 - Debris Removal from Private Property
 - Public Information
 - Health and Safety Requirements
 - Environmental Considerations and other Regulatory Requirements
 - Temporary Debris Management Sites and Disposal Locations



- Force Account or Contract Resources and Procurement
- Monitoring of Debris Operations

Alert Stage:

- As a potential debris-generating weather event approaches, CTC will be in communication with your staff to ensure that our Communication Plans are in current order, and we will begin to alert our Project Team, local area subcontractors, and out-of-area subcontractors that their services may be required in the near future.
- As the weather event track is established and the real potential for landfall in an area that may damage your area is established, and at your direction, CTC will mobilize our Project Manager and emergency road clearance crews and equipment to pre-stage at the Operations Base Camp. This will allow for and ensure an immediate damage assessment and mobilization of crews and equipment to those areas previously identified for emergency road clearance operations.

Post-Event Operations:

The Preliminary Damage Assessment and Emergency Road Clearance operations will begin as soon as wind speeds fall below gale force. Depending upon the severity of damage, additional crews and equipment will be pre-staged just beyond the anticipated damage zone and will be mobilized. It is expected that the majority of the emergency road clearance crews and equipment will be CTC's own and those available from local area subcontractors.

- Emergency Road Clearance will start along the primary transportation routes
- Temporary Debris Sites, crew and equipment check-in locations, and the availability of housing and camping areas will be inspected to ascertain their availability for immediate/near future use. This information will then be relayed to our Logistics Manager.
- During this phase, our crews will be available, at a minimum from sun-up to sun-down. If required, work will continue after dark if it can be performed safely.
- Documentation for work performed will be kept on a time and materials basis, utilizing the hourly rates schedules included in the contract. Each morning, a report of the previous days' work will be made to Your Project Manager and include: all labor hours broken down by category; all equipment hours broken down by type and category; and the road segments that have been opened to a minimum of one lane of traffic in each direction. Cumulative summary reports will be made as requested.
- As the volume of debris to be managed is estimated, mobilization will begin of additional crews and equipment required during the initial stages of removal. These crews and equipment will stage in close proximity to be ready for immediate deployment upon completion of the road clearance, and as directed by your POC.
- Estimated Time Frame: 70 Hours (maximum)

Post-Event Operations: Debris Removal, Reduction and Disposal:

- During the initial stages of debris removal operations, your staff and CTC will determine what zones and sectors are to be cleared in a prioritized order. This establishment of priorities is important in that it allows you, the Monitors, and our crews and equipment to arrive on-scene in a scheduled manner. This is the "ramp up" stage of operations.



- As crews, equipment and monitors are being assigned to debris removal work areas, the CTC Project Team members will continue to work with Your staff to inspect the damages areas for hazardous waste materials; critical drainage ways and navigable waterways that require immediate attention to mitigate further damages; the presence of abandoned automobiles and watercraft that may impede debris operations; In some instances, the of beach sand that has been washed onto private property and roads; and any other elements of destruction that will/may impact or disrupt debris removal operations.
- The CTC Project Team and your staff will also be reviewing the need for identification card badges for each crew member that will be working.
- The CTC Project Team will also be working closely with the local area landfills to construct additional entrances at the landfills to support the extremely high volume of traffic above that normally experienced. Without these additional infrastructure elements, long wait times will be encountered and severely disrupt the timeliness of debris removal operations.
- If a part of the contract language, **vehicles** and **vessels** that are abandoned or displaced will each be recovered, moved to a staging/salvage yard, the owner identified and notification made, inspected by their respective owners' insurance agent prior to final disposal methods being determined.
- **White goods** will be segregated from other debris and taken to a staging area at the TDS, where they will be first inspected for the presence of Freon or other coolants, gases, oils and putrefied foods. These potentially hazardous materials will be recovered by an appropriately licensed subcontractor prior to disposal at a recycling facility.
- **Household hazardous wastes (HHW)** will be segregated at the pick-up point prior to removal by a separate crew. This waste will then be disposed of at an appropriately licensed landfill. A separate, bermed, lined and covered temporary staging area will be constructed at each TDSRS for segregation of HHW that is inadvertently delivered. Removal and disposal will be on an as-needed basis.
- **Construction and Demolition (C&D) debris** will be segregated as much as practicable at the pick-up point, prior to loading for hauling to the appropriately licensed landfill for final disposal.
- **Hazardous limbs, hazardous trees and hazardous stumps** require proper identification and documentation. This information and documentation is required by FEMA for maximum reimbursement of eligible costs and will be accomplished by the Monitor. Once this data is gathered, and hazardous limbs, trees and stumps are authorized for removal, CTC crews will cut, remove, and load for hauling to the TDSRS for volume reduction.
- **Vegetative debris** will be loaded from the public rights-of-way, hauled to the TDS where volume reduction will be accomplished by mulching/grinding and/or burning/incineration. By-products from the reduction process may be used by the Your, gated communities, golf courses, or general recreation areas for landscape purposes, sold to an area paper products company or general manufacturing plant for use as boiler or "hog" fuel, or as the last resort sent to a lawfully permitted local landfill for use as daily cover.
- **Documentation** of debris removal, reduction, recycling, and disposal operations will be primarily by load tickets and based on the cubic yard method of measurement. Daily, cumulative, and summary reports will be made to you. Additional reports detailing completion of passes; numbers of vehicles and/or vessels removed; numbers of white goods managed; and numbers of leaning trees removed, hanging hazardous limbs cut, hazardous stumps removed; and volume of household hazardous waste removed will be generated and provided as you request.



Resources:

In the case of a major catastrophic event, CTC is on ready and standby for immediate call and can be mobilized within 24 hours following a Notice to Proceed. In addition, CTC maintains an active database of subcontractors from across the nation, the majority of whom have worked with our Project Teams on past debris removal operations. This database contains subcontractors who assist us with trucks and trailers of varying sizes, heavy equipment, CDL drivers, heavy equipment operators, mechanics, skilled and unskilled labor, administrative assistants, clerical staff, contract specialists, on-site fuel delivery, generators, temporary housing, laundry and catering services, hazardous waste specialists, water-borne debris removal specialists, and arborist services.



PRE-EVENT COORDINATION RESPONSE TIME

Due to our experience with rapid mobilization and the need for communication with our contracting partners, CTC has developed procedures to minimize the time necessary to respond to a disaster. We can mobilize the required number of crews and personnel within 24 hours of a Notice to Proceed. In the instance of hurricanes, especially for preposition contracts, response time is even faster.

During hurricane season, CTC, Inc. closely watches the buildup of potential tropical storms or hurricanes. As a storm approaches a location for which we have a preposition contract, we will begin placing staff on alert and pre-positioning both staff and equipment. The Regional Manager nearest that location will be responsible for coordinating those efforts.

The pre-positioned resources will

:

- Be located as close to the potential impact area as possible without putting them in harm's way.
- Have recovery equipment immediately accessible to our contracting partners. We take into consideration that damaged by the storm obviously affects the timely response capability.
- Provide local experienced subcontractors who are on standby and alert and will provide details on their resources that can be deployed immediately upon request.

As the storm nears landfall, and the potential impact on the area becomes more refined, Our Management Team and specialists will:

- Make an initial assessment of the size of the potential debris issues.
- Decide what additional resources may be needed, based on that previous assessment.
- Determine how those resources will be deployed.
- Transmit information to potential subcontractors. In most catastrophic events, our prime subcontractors are familiar with the procedure and headed to the affected areas.
- Provide a buildup of resources over a short period of time as needed. Until the immediate response agencies (law enforcement, fire departments, etc.) provide approval, there will be a limitation on the amount of debris removal equipment that can be moved into an area and what operations can be initiated.

Immediate Debris Operations:

We have in-house resources to begin debris operations almost immediately, especially emergency debris clearance (moving debris to the sides of the roads and streets to allow access of emergency vehicles). As the information regarding the extent of the debris impact areas becomes more exact, the amount and type(s) of equipment required to conduct an efficient operation will become more refined.

This general procedure ensures that, in the event of a hurricane (or other disaster that provides some warning), we can have trained, experienced personnel with appropriate equipment on site and working in a minimum amount of time – regardless of the location of that disaster.



In the immediate aftermath of a disaster for which there was no warning (tornado, earthquake, bombing), the deployment procedures developed and used by us still minimize the time required to adequately respond. All equipment is maintained in a ready-to-deploy condition. Personnel are accustomed to short notice, and the internal communications system used by us ensures that key personnel are readily available. In most instances, we can be operational on-site within 24 hours, often before access is permitted to portions of the damaged area. Frequently, that time is much less than 24 hours after receipt of a Notice to Proceed.

We understand the necessity to begin debris operations quickly and conduct them efficiently.



TECHNICAL APPROACH POST DISASTER

Mobilization Plan:

This Mobilization Plan outlines the approach strategy that CTC, Inc. uses after a state of disaster. We fully recognize and comprehend that it is our pre-emptive duty to ensure sure that this plan is carried out in a time of emergency when you may have no way to communicate with us. Therefore, we assume the responsibility of being able to move into the impacted area and carry out our assigned mission, with full capability, no matter how severe the damage may be. Our years of experience tell us that when equipment is brought in from multiple different directions, including right here in your community, we can provide a more expedient mobilization. With a pre-event contract in place, we can plan in advance to call resources in from numerous different locations, and via numerous different routes of entry. Our subcontractors, who are local to your area, are experienced and aware of the needs of CTC, Inc. They become integral members of our advance planning team. Their input and area knowledge are called up during both advance planning, and post-event response operations.

For those events that impact is forecast (hurricanes, tropical storms, ice storms, and floods) there is advance warning and an ability to monitor and track the developing weather pattern. For these predictable events, sufficient time is allowed for confirmation of situation-specific pre-planning efforts and preparation which ultimately allows for a more rapid and coordinated mobilization. With these forecast events, CTC, Inc. will identify several staging areas within a 50 -100 mile radius of the forecast impact zone and mobilize the equipment and manpower needed for the immediate push. Through this advance planning, we can guarantee an immediate response to the emergency clearance of debris from the roadways phase of operations. CTC, Inc. will pre-position personnel and equipment in your community when directed. We will identify several points and paths of entry into your community/damage zone can be made. The number and use of these areas will depend largely on the size and destructive force of the event that is being responded to. In addition, multiple points-of-entry or paths into critical response zones will be identified.

The CTC, Inc. Project Manager will be in close contact with your designed POC, as the event impact draws closer. If required, we will arrive with our advance team and position ourselves in your Emergency Operations Center (EOC) or other suitable Debris Command Center prior to the landfall of a storm, regardless of anticipated storm category. Coordination can then be affected regarding the entry of response entry into the damage zone.

The Mobile Command Center will normally be in place within 24 hours, if required, after the Notice to Proceed and provide the communication link between all agencies and provide a field site for daily briefings and coordination. This Command Center enables CTC, Inc. to have unlimited access, via satellite, that will provide phone, fax and broadband internet connection regardless of damage to cable and local wireless infrastructure.

CTC, Inc. has established the following schedules of crew deployment for your community. The quantity and make-up of crews required will be made during the Initial Damage Assessment (IDA) stage, immediately following the event. Categories of hurricanes have been selected as representative indicators of the damage likely to occur. These only represent a baseline on which to illustrate our mobilization schedule for you.



- *Tropical Storms, Category 1-2 Hurricanes. Minor or Moderate Ice Storm, Flood or Wind Event.*
- *80% of crews within 24 hours of NTP*
- *100% of crews within 48 hours of NTP*
- *100% of crews within 72 hours of NTP*
- *Category 3,4 & 5 Hurricanes or Significant/Catastrophic Ice Storm, Flood or Wind Event*
- *25% of crews within 24 Hours of NTP*
- *40% of crews within 48 hours of NTP*
- *60% of crews within 72 hours of NTP*
- *100% of crews with 96 Hours of NTP*

CTC, Inc. is familiar with catastrophic events of all scope and sizes. CTC will also monitor its performance daily, and after consultation with you, will bring more resources as necessary to meet your developing schedule for work output.

Operations and Management Plan:

In general terms, following a written Notice to Proceed, CTC, Inc. debris management work will typically consist of the following, as listed in chronological (though often overlapping or concurrent) order. Each of these work tasks will be closely coordinated with and as directed by City or County staff.

- 1) Pushing and clearing debris from primary arterial highways that serve previously identified critical facilities. No attempt to remove debris is made at this time. The objective of this “cut and toss” effort is to open roadways to emergency response vehicular traffic. This work is conducted during the “emergency period” immediately following the event with FEMA guidelines limiting it to the first 70 work hours and may include working between sundown and sunup. A great emphasis is placed on safety during this time as downed power line present a true hazard to the health and safety of response crews. Close coordination with the local electrical company will be conducted throughout this period.
- 2) During this timeframe, debris removal equipment and personnel will begin to be “checked in” with all necessary documentation gathered, and trucks and trailers measured (CY) for maximum load carrying capacity and identification placards installed. Also, during this time, the Temporary Debris Sites (TDS) will be located, regulatory approval gained for, and construction for operations begun.
- 3) As soon as the TDS is ready to receive debris (interior haul roads established and traffic control patterns formulated; site does not need to be ready for reduction/recycling efforts at this time), debris removal crews will be dispatched to begin gathering, loading and hauling debris to its designated site (vegetative debris will be taken to the TDS and Construction and Demolition (C&D) debris will be taking to a local, lawfully permitted landfill or other site as may be specified.



- 4) As the number of crews and equipment increases (called the “ramp up” period), so does the need for qualified monitors to be assigned to each crew, or zone. These monitors will issue load tickets for each load of debris managed and certify to reimbursement agencies its “eligibility.” Our crews are generally kept in the same zone and sector throughout the clean-up. This helps to identify responsible parties when damage to private property is reported, investigated, and resolved.
- 5) Citizen drop-off points may be established in the community. This gives those citizens who wish to remove debris from their private property as place to bring it, and greatly reduces the number of illegal dumping complaints that will be received. CTC, Inc. will provide the necessary equipment and manpower to safely operate these sites and clean them of all debris at the end of each day.
- 6) As debris removal operations progress, and the TDS is made ready for reduction/recycling operations (including baseline environmental (soil and groundwater sampling when required), debris removal crews will continue on a daily, uninterrupted basis, to haul vegetative debris and recyclables to the TDS. C&D debris will continue to be hauled to a local, lawfully permitted landfill. Additional crews will be brought in to conduct all tree trimming and stump removal operations.
- 7) Debris removal crews will normally make three scheduled passes in each zone and sector. Approximately 60% of all debris managed is removed from the right-of-way during the first pass. Once the majority of vegetative and C&D debris have been removed, White Goods (washers, dryers, refrigerators, freezers, air conditioning units, stoves, water heaters, and dishwashers) will be loaded and hauled to either the TDS for recycling, or to a local, lawfully permitted landfill as directed.
- 8) Multiple scheduled passes will be made until debris removal operations are completed, as determined by the government contracting agency.
- 9) As debris operations begin to come to a close (the “ramp down” period), crews and equipment that are no longer required will be released from duty.
- 10) Once all activities are completed at the TDS, site closure will begin. This includes, but is not limited to the following:
 - Removal of all debris reduction by-products.
 - Removal of all equipment, office trailers, inspection towers, and portable toilets and wash stations.
 - Removal of all stone utilized to create points of ingress and egress, interior haul roads, and parking areas.
 - Removal of all site features (fencing and erosion control) that may have been constructed.
 - End-of-Job environmental samples are taken, tested, and compared to baseline samples.
 - CTC, Inc. will then request a final inspection from the appropriate government official. A “punch list” of items to be corrected is developed and final closure action taken. Only upon mutual, written agreement between the property owner, government official, and CTC, Inc. Project/Operations Manager is a site considered closed.

Debris removal, reduction and disposal work hours are generally defined as from sun-up to sundown, seven (7) days/week, including holidays. This schedule will be coordinated with, and approval gained from local officials.

This chronology of debris operations is defined in general terms only. Additional specific items of work may be directed by the local officials and work performed by CTC, Inc. All work will be performed so as to not interfere, to the greatest



extent possible, with all other emergency response agencies, including but not limited to: utility companies, government agencies, volunteers and local government forces.

Debris Volume Estimation:

Estimating the volume of debris generated following an event is not an exact science. At CTC, Inc. we utilize several different methodologies to make “an educated estimation.” These include utilization of the US Army Corps of Engineers Hurricane Debris Volume Estimation Model; a per household times the total number of households method; a per mile of roadway times the total miles of roadway method; and other data as may be available. Each of these methodologies and estimates is led by an experienced CTC, Inc. team member who has a significant history in making just these type estimates of material on the ground.

Billing/Invoices:

At the conclusion of each day’s work activities, daily reports and load tickets are collected from all CTC, Inc. supervisory personnel. Then are then reviewed for completeness and correctness and entered into our proprietary database. This data entry is normally accomplished at our headquarters office where will maintain workstations for this purpose. This data entry normally follows the work effort by just one day, meaning that the City will have nearly real-time data throughout the project. Invoices are normally generated on a bi-weekly or monthly basis, dependent upon the schedule mutually agreed upon. Our records are maintained for a minimum of ten (10) years to ensure that we can support whatever request the City may have, particularly during the audit that will be performed by DHS/FEMA.

Authorized Persons:

Greg Gathers

Jeremy Britton

Maura Gathers

Johnny Osborne

With office locations in Kansas, Alabama, Texas and Florida, Custom Tree Care can strategically and immediately respond to any event in any location in the continental United States.



TEMPORARY DEBRIS SITE (TDS) PLAN

In conjunction with your local government representative, CTC will develop a site-specific plan for each Temporary Debris Site (TDS) we are tasked with operating. The Plan will address the following items, as appropriate, with additional subjects as may be required:

1. Site Management Organization and Responsibilities

This will provide all involved parties a clear delineation of the organization at the site, and the responsibilities assigned to each. It also facilitates quality control at the site.

2. Startup Check List

This list is developed to ensure that all of the work tasks involved in the clearing and preparation of a site are addressed and can be “checked off” the list as they are completed.

3. Ingress/Egress

Initially, these stabilized roads will be constructed to bring in the equipment necessary to prepare the site for operations. They will then be used by haul trucks to bring debris into the site for proper handling. The roads will be maintained throughout the entire operation.

4. Site Preparation

This includes clearing, grading, establishment of erosion control and baseline testing for soil and groundwater. The site must be carefully cleared and graded to ensure proper drainage, while minimizing erosion. All environmental concerns related to buffer zones, runoff, and potential impacts to nearby streams, air, and groundwater will be addressed.

5. Traffic Control Procedures

Depending upon the extent of traffic control required this may require an appendix entitled “Maintenance of Traffic”. It will address the movement of vehicles into and out of the site and include provisions for keeping the streets or roads free of debris.

6. Safety

There are many activities within a TDS, including the diverse array of heavy equipment operating; large volumes of debris hauling trucks dumping their loads; potentially hazardous debris; maintenance activities; tub grinders and air curtain incinerators being operated; and large numbers of personnel. A diligent and concentrated focus on safety must be of paramount importance to everyone at the site. Safety is a part of every plan written by CTC personnel and is continually emphasized.

7. Segregation of Debris

In order to be properly managed throughout the reduction/recycling and disposal processes, all incoming debris must be segregated into various categories, including Household Hazardous Waste (HHW), Vegetative Debris, Construction and Demolition (C&D) Debris, White Goods, Small Engine Equipment and Electronic Waste.



8. Site Plan

A Site Plan will be drawn to identify the location of all activities, and include traffic control, Inspection Tower location, and dumping, grinding, burning, ash storage, HHW storage, temporary office, “Clear Zones” and portable toilet and hand wash station locations.

9. Reporting Requirements

CTC maintains an extensive record of the activities that occur at a Temporary Debris Site, including the number and identification of trucks, volume of debris entering the site, types of debris, etc. CTC, INC. can provide a wide range of reports. The types and schedules for preparing and submitting reports required by the COR will be contained in the plan.

10. Site Closure

A site closure plan will be developed and address the removal of all debris and debris reduction by-products, haul roads and dump pads, security fencing, office trailers, portable toilets and hand wash stations, Inspection Towers. Sampling of soil and groundwater will be taken as required and compared to the baseline data gathered. Each site will be returned to its original condition, or as may be desired, and approved by, the property owner and your local government representative.



VEHICLE INSPECTION TOWER INFO

Inspection towers are provided as per contract guidelines. The cost of these towers is a part of our proposal and costs to be absorbed by the company. Towers are built and provided at the various selected temporary debris sites/locations designated by the Site-Specific Management Plan (SSSP).

Tower construction is as follows:

- The frame and body of the inspection tower is constructed with pressure treated wood.
- The floor is an 8"x 8" area, elevated 10 feet above a leveled ground area.
- All towers are constructed of 2"x 8" joists, 16" O.C. with ¾ inch plywood supported by 6"x 6" posts. A 4-foot-high wall constructed of 2"x 4" studs, and ½ inch plywood protects the perimeter of the floor area.
- The floor shall be covered with a solid roof. The roof will provide 7 feet of headroom below the support beams. The tower will be adequately anchored and wooden steps with handrails will be constructed to provide access.
- A worktable, 4' x 2 ½' x ¾ inch plywood supported at all four corners will also be built.
- A temporary mechanical lift may be used until a fixed inspection tower is constructed.







DEBRIS REMOVAL GUIDELINES

Separating Your Debris

Debris should be placed curbside, without blocking the roadway or storm drains.

NO PICKUP ZONE
Any debris placed from the sidewalk toward your property will not be picked up.

DEBRIS SEPARATION

Separate debris into the six categories shown below.

DO NOT STACK OR LEAN

Placing debris near or on trees, poles, or other structures makes removal difficult. This includes fire hydrants and meters.

UNSURE WHERE TO PLACE DEBRIS?

If you don't have a sidewalk, ditch, or utility line in front of your house, place debris at the edge of your property before the curb.



Normal Household Trash
Normal household trash and bagged debris of any kind will not be picked up with disaster debris. You should continue to follow your normal garbage removal schedule.



VEGETATIVE DEBRIS

- Leaves (do not put in bags)
- Logs
- Plants
- Tree branches



CONSTRUCTION & DEMOLITION DEBRIS

- Building materials
- Carpet
- Drywall
- Furniture
- Lumber
- Mattresses
- Plumbing



APPLIANCES & WHITE GOODS

- Air conditioners
- Dishwashers
- Freezers
- Refrigerators
- Stoves
- Washers, dryers
- Water heaters



ELECTRONICS

- Computers
- Radios
- Stereos
- Televisions
- Other devices with a cord



HOUSEHOLD HAZARDOUS WASTE

- Cleaning supplies
- Batteries
- Lawn chemicals
- Oils
- Oil-based paints and stains
- Pesticides



Debris removal guidelines

In efforts to expedite the debris removal process, the city has asked that we follow these rules.

Placing debris **near or on trees, poles or other structures** makes removal difficult. This includes fire hydrants and meters.

Debris separation

The city has asked that debris be separated into the **six categories**, shown below.

Electronics:
Television, computer, stereo, phone, DVD player

Large appliances:
Refrigerator, washer/dryer, air conditioner, stove, water heater, dishwasher

Do not leave doors **unsealed or unsecured**

Hazardous waste:
Oil, battery, pesticide, paint, cleaning supplies, compressed gas

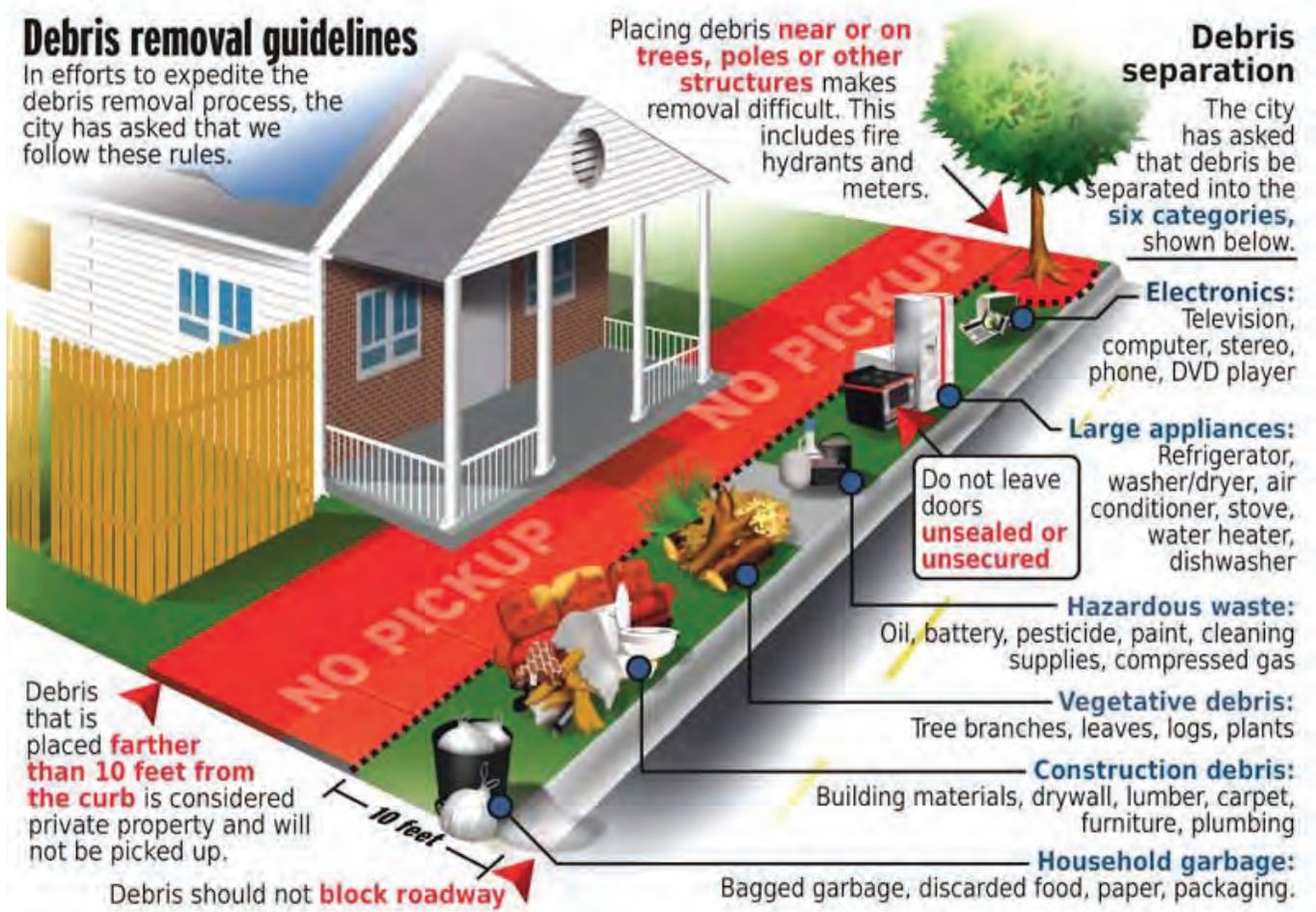
Vegetative debris:
Tree branches, leaves, logs, plants

Construction debris:
Building materials, drywall, lumber, carpet, furniture, plumbing

Household garbage:
Bagged garbage, discarded food, paper, packaging.

Debris that is placed **farther than 10 feet from the curb** is considered private property and will not be picked up.

Debris should not **block roadway**





FIRM OVERVIEW

SUMMARY

CTC Disaster Response, Inc. is experienced in all aspects of debris response, recovery, and management.

- Founded in 1999
- Incorporated in Kansas in 2001
- FEIN: 48-1245968
- DUNS: 141755772
- E-Verify: 588603
- Cage Code: 30CP1
- Within the last 5 years CTC has not been involved in any litigation as a defendant pertaining to debris removal.
- CTC has had no license sanctions.
- CTC has not ever filed for bankruptcy.
- CTC is not currently, nor has ever been disbarred from debris removal operations.
- CTC has never defaulted on a contract, been terminated, or failed to complete any work awarded.



REIMBURSEMENT KNOWLEDGE AND EXPERIENCE

CTC's team has worked with many states, counties, cities, and monitoring firms to ensure the maximum reimbursement possible. Guidelines for debris removal procedures are clearly defined in the FEMA 325 manual, and each member of our team has familiarized themselves with those guidelines. In most large disaster reimbursement related situations, the municipality will enter into a contract with a debris monitoring firm.

However, they have the option to monitor the project themselves, in which they will be assisted by our qualified FEMA specialists. If the City of Florida City chooses to monitor the project themselves, CTC will provide:

- Training in FEMA's Debris Management Guide
- Training in FEMA's Public Assistance Program and Policy Guide (PAPPG)
- Placards for Equipment
- Seven Piece Carbon Copy Load Tickets
- Truck Certification Forms
- Force Account and Equipment Forms
- Proper Personal Protective Equipment
- Global Positioning Systems
- Digital Cameras
- Daily Reports
- Adequate personnel for data entry/documentation

With CTC's experience on 150+ FEMA reimbursed projects our process and procedures are implemented in a way that the Applicant's federal reimbursement is maximized. CTC understands the rules, regulations and policies required to meet FEMA guidelines.



PAST PERFORMANCE & LIST OF AWARDED CONTRACTS

STATE	CLIENT	CONTRACT	DISASTER	CY/TONS	DATE	CONTRACT AMOUNT	CONTACT
IN	Board of Park Commissioners of City of Fort Wayne	152 Trees and Stump Removal	City Three Quadrant Tree and Stump Removal	NA	4/25/2023	161,922	Derek Veit 1900 N Clinton St. Fort Wayne, IN 46805 (260) 427-6400 Derek.veit@cityoffortwayne.org
TX	City of Taylor	Debris Removal	Ice Storm	765,717	3/25/2023	4,794,881	Jim Gray 1424 N Main St. Taylor, TX 76574 (512) 352-5818 Jim.gray@taylortx.gov
FL	Seminole County Public Schools	Vegetative Debris Removal and Disposal	Hurricane Ian		9/20/2022	\$2,944,410	Chris Breeze 400 E Lake Mary Blvd. Sanford, FL 32773 (407) 320-7453 breexecz@scps.k12.fl.us
FL	FLDOT	Initial Road Push	Hurricane Ian and Nicole DR-4673 / D-4630		9/2/2022 11/20/2022	\$341,715	Steven Kelly 801 N Broadway Ave. Bartow, FL 33803 (863)519-2762 stevenkelly@dot.st.fl.us
TN	Humphreys County	Flood Related Debris Removal	Flood	3,334 Tons	05/11/22	\$296,753	Jessie Wallace 102 Thompson St. Waverly, TN 37185 (931) 296-7795 jwallace@humphreystn.com
TN	City of Waverly	Storm Debris Removal	Flood	17,000 Tons	05/05/22	\$1,351,500	Corey Burket 210 Pearson Ave. Waverly, TN 66871 (931) 296-2101 csburket@yahoo.com
LA	New Orleans Park IMP. ASSN.	Debris Removal	Hurricane Ida DR-4611		09/19/21	\$775,774	Keith Hemel 1 Palm Dr. New Orleans, LA 70124 (504) 483-9492 khemel@nocp.org
MS	Warren County	Debris Removal and Disposal	Sever Winter Storm	19,777 CY	04/12/21	\$317,047	John Elfer 913 Jackson St. Vicksburg, MS 39183 (601) 636-1544 johne@co.warren.ms.us



MS	City of Waveland	Emergency Debris Disposal	Hurricane Zeta DR-4576	216,689 CY	03/20/21	\$1,864,747	Mickey Lagasse 301 Coleman Ave. Waveland, MS 39576 (228) 467-4134 mickey.lagasse1990@outlook.com
OK	City of Oklahoma City - Public Works	Emergency Street Access Tree & Debris Removal	Severe Winter Storm DR-4575	13,799 Tons	02/14/21	\$1,220,524	Derek Johnson 1621 S Portland Ave. Oklahoma City, OK 73108 (405)297-1517 derek.johnson@okc.gov
OK	City of Oklahoma City - Utilities	Debris Removal	Severe Winter Storm DR-4575	56,827 Tons	02/13/21	\$5,026,386	Don Maisch 420 W Main St. Ste. 5 Oklahoma City, OK 73102 (405)297-3140 don.maisch@okc.gov
OK	City of the Village	Debris Removal	Severe Winter Storm DR-4575	33,227 CY	12/15/20	\$262,511	Bruce Stone 2304 Manchester Dr. The Village, OK 73120 (405)529-0000, bruce_stone@thevillageok.org
CO	City of Boulder	Post Disaster Debris Collection	September Snowstorm Non declared	52,331 CY	11/25/20	\$752,659	Jeff Haley 1777 Broadway Boulder, CO 80302 (303) 413-7233 haleyj@bouldercolorado.gov
LA	New Orleans Park IMP. ASSN.	Debris Removal	Tropical Storm Zeta EM-3549		11/09/20	\$208,768	Keith Hemel 1 Palm Dr. New Orleans, LA 70124 (504) 483-9492 khemel@nocp.org
FL	University of West Florida	Disaster Debris Removal	Hurricane Sally DR-4564	8,245 CY	10/26/20	\$555,335	Phillip Etheridge 11000 University Pkwy. Pensacola, FL 32514 (850) 390-3935 petheridge@uwf.edu



IA	City of Bertram	Vegetative Debris Removal & Disposal	Derecho DR-4557	20,399 CY	10/20/20	\$222,274	Dave Hunt (563) 920-2870 Dhunt2003@gamil.com
IA	City of Madrid	Debris Removal & Disposal	Derecho DR-4557	1,785 CY	10/17/20	\$36,063	Tom Brown 304 S Water St. Madrid, IA 50156 (515) 795-3930, mayor@madridiowa.org
IA	Tama County Conservation Board	Debris Removal, Reduction & Disposal	Derecho DR-4557	2,565 CY	10/10/20	\$109,804	Stephen Mayne 2283 Park Rd. Toledo, IA 52342 (641) 484-2231 tccb@tamacounty.org
IA	City of Toledo	Debris Removal, Reduction & Disposal	Derecho DR-4557	45,312 CY	10/04/20	\$468,016	Brian Sokol 1007 S Prospect Dr. Toledo, IA 52342 (641) 484-2160 mayor@toledoia.gov
IA	City of Gladbrook	Debris Removal, Reduction & Disposal	Derecho DR-4557	15,521 CY	10/03/20	\$185,571	319 2 nd St. Gladbrook, IA 50635 (641) 473-2582
IA	City of Tama	Debris Removal, Reduction & Disposal	Derecho DR-4557	169,609 CY	09/29/20	\$1,447,556	Alyssa Hoskey 305 Siegel St. Tama, IA 52339 (641) 484-3822
TX	Willacy County	Debris Removal	Hurricane Hanna EM-3530	2,006 CY	09/15/20	\$13,641	Frank Tomes (956) 689-5456 willems@prontonet.net



TX	City of Raymondville	Debris Removal	Hurricane Hanna EM-3530	42,327 CY	09/15/20	\$262,831	Gilbert Gonzales 142 S 7 th St. Raymondville, TX 78580 (956) 689-2443 ext 1408 mayor@raymondvilletx.us
MS	City of Corinth	Storm Debris Removal & Disposal		181,461 CY	06/19/20	\$1,955,762	Clayton Mills (662) 415-0855 cm_@bellsouth.net
MS	Lee County	Debris Removal	Tropical Storm Olga	138,770 CY	06/01/20	\$2,850,608	Lee Bowdry P.O. Box 1785 Tupelo, MS 38802 (662) 432-2950, lbowdry@co.lee.ms.us
TN	Wilson County	Debris Clearance, Removal & Disposal	Tornado	35,400 CY	06/01/20	\$650,971	Aaron Maynard 228 E Main St. Lebanon, TN 37087 (615) 443-2630 maynarda@wilsoncountyttn.gov
TN	Putnam County	Debris Clearance, Removal & Disposal	Tornado	76,521 CY	05/01/20	\$728,690	Randy Porter 300 E Spring St. Cookeville, TN 38501 (931) 526-2161 randy.porter@putnamcountyttn.gov
TN	City of Cookeville	Debris Clearance, Removal & Disposal	Tornado	45,606 CY	05/01/20	\$446,716	James Mills 45 E Broad St. Cookeville, TN 38501 (931) 520-5241 jam@cookeville-tn.gov
TN	City of Waverly	Debris Removal	Tropical Storm Olga	22,558 CY	04/03/20	\$200,631	Corey Burket 210 Pearson Ave. Waverly, TN 66871 (931) 296-2101 csburket@yahoo.com



KS	Douglas County Public Works	Tornado Disaster Debris Removal			09/01/19	\$144,997	Chad Voigt 3755 E 25 th St. Lawrence, KS 66046 (785) 832-5293 cvoigt@douglascountyks.org
KS	City of Shawnee, KS	Tree Trimming & Emergency Tree Debris Removal			06/01/19	Varies	Michelle Distler / Steve Bialek 11110 Johnson Dr. Shawnee, KS 66203 (913) 634-5883 mdistle@cityofshawnee.org
NC	Carteret County	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	49,861 CY	03/13/19	\$353,340	Randy Cantor 3820 Bridges St. Ste. D Morehead City, NC 28557 (252) 728-8545 randy.cantor@carteretcountync.gov
NC	Pamlico County	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	98,278 CY	02/25/19	\$847,214	Tim Buck 302 Main St. Bayboro, NC 28515 (252) 745-3133 tim.buck@pamlicocounty.org
NC	Town of Hope Mills	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	8,479 CY	02/05/19	\$65,288	Don Sisko 5770 Rockfish Rd. Hope Mills, NC 28348 (910) 429-3384 dsisko@townofhopemills.com
NC	Town of Belville	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	47,735 CY	12/11/18	\$345,365	Athina Williams 63 River Rd. Belville, NC 28451 (910) 371-2456 townadministrator@townofbelville.com
FL	Broward County Schools	Debris Removal & Disposal			11/30/18	\$1,491,665	Mary C Coker 600 SE Third Ave. Ft. Lauderdale, FL 33301 (754) 321-0505 mary.coker@browardschools.com



NC	Town of Cape Carteret	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	87,698 CY	11/19/18	\$566,344	Zach Steffey 102 Dolphin St. Cape Carteret, NC 28584 (252) 393-8483 zsteffey@capecarteret.org
NC	Town of Carolina Beach	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	60,598 CY	11/15/18	\$339,387	Brian Stanberry 1121 N Lake Park Blvd. Carolina Beach, NC 28428 (910) 458-8291 brian.stanberry@carolinabeach.org
NC	Wayne County	Debris Removal	Hurricane Florence DR-4393	49 CY	11/13/18	\$3,624	Noelle Woods 224 E Walnut St. Goldsboro, NC 27530 (919) 705-1714 noelle.woods@waynegov.com
NC	Town of Beaufort	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	48,470 CY	11/05/18	\$372,332	Mark Eakes 701 Front St. Beaufort, NC 28516 (252) 904-6477 m.eakes@beaufortnc.org
NC	Town of Cedar Point	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	46,007 CY	11/01/18	\$287,926	Jayne Calhoun 427 Sherwood Ave. Cedar Point, NC 28584 (252) 393-7898 jcalhoun@cedarpointnc.org
NC	Town of Wrightsville Beach	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	9,895 CY	10/26/18	\$121,579	Tim Owens 321 Causeway Dr. Wrightsville Beach, NC 28480 (910) 239-1700 towens@towb.org
TN	City of Memphis	Emergency Storm Debris Removal			06/30/18	\$136,632	Barry Levine (901) 237-2805



FL	South Broward Drainage District	Debris Removal & Disposal	Hurricane Irma DR-4337	1,110 CY	03/15/18	\$193,442	Kevin Hart 6591 SW 160 Ave. Southwest Ranches, FL 33331 (954) 680-3337 x208 kevin@sbdd.org
FL	Town of Bay Harbor Islands	Debris Removal & Disposal	Hurricane Irma DR-4337	7,769 CY	10/19/17	\$167,467	Jordan Leonard 9665 Bay Harbor Islands Bay Harbor Islands, FL 33154 (305) 206-8497 jwlmiami@yahoo.com
FL	City of West Park	Debris Removal & Disposal	Hurricane Irma DR-4337	3,207 CY	09/16/17	\$30,000	Dan Millien 1965 S State Rd. 7 West Park, FL 33023 (954) 964-0824 dmillien@cityofwestpark.org
NC	Wayne County	Debris Removal & Disposal	Hurricane Matthew DR-4285		11/14/16	\$28,072	Noelle Woods 224 E Walnut St. Goldsboro, NC 27530 (919) 705-1714 noelle.woods@waynegov.com
KS	Shawnee County	Line Clearance, Tree Trimming, Stump Removal & Emergency Services			09/22/16	\$225,439	Tom Hammer 200 SE 7 th St. Topeka, KS 66603 (785) 251-2663
NC	City of Goldsboro	Vegetative Debris Removal	Hurricane Matthew DR-4285		08/04/16	\$112,576	Tracy Barber (919) 580-4393
CO	City of Boulder	Emergency Tree & Debris Removal			05/31/16	\$420,710	1777 Broadway Boulder, CO 80302 (303) 441-3230 purchasing@bouldercolorado.gov



IL	City of Quincy	Storm Damaged Tree Removal & Trimming			10/01/15	\$275,400	Jon Vrandenburg 730 Maine St. Quincy, IL 62301 (217) 257-9380
TN	City of Cookeville	Grinding & Disposal of Vegetative Debris	Winter Storm Pandora DR-4211	45,000 CY	7/2015	\$132,500	Greg Brown 1115 E. Spring St. Cookeville, TN 38501 (931) 520-5247
TN	White County	Load & Haul Vegetative Debris Reduction by Grinding TDSRS Management	Winter Storm Pandora DR-4211	135,000 CY	5/2015	\$1,500,000	Clay Parker 268 Medic Dr. Sparta, TN 38583 (931) 837-2110
TN	Fentress County	Load & Haul Vegetative Debris Reduction by Grinding TDSRS Management	Winter Storm Pandora DR-4211	85,000 CY	4/2015	\$2,300,000	Michael J. Cross P.O. Box 1128 Jamestown, TN 38556 (931) 879-7713
GA	Jenkins County	Load & Haul Vegetative Debris Reduction by Grinding TDSRS Management	Winter Storm Pax DR-4165	54,000 CY	7/2014	\$825,000	Grady Lane P.O. Box 797 Millen, GA 30442 (478) 982-2563
SC	DOT	Lean & Hanger Load & Haul Vegetative Debris Reduction by Grinding	Winter Storm Pax DR-4166	107,859 CY	2/2014	\$1,050,000	Henry Scharber Carolina Contracting Solutions 1318 SC-61 Ridgeville, SC 29472 (843) 821-4496
SC	Dorchester County	Lean & Hanger Load & Haul Vegetative Debris	Winter Storm Pax DR-4166	7,200 Trees	2/2014	\$275,000	Crowder Gulf 5436 Business Parkway Theodore, AL 36582 (800) 992-6207



SC	Barnwell County	Initial Push Road Clearance	Winter Storm Pax DR-4166	N/A	2/2014	\$18,000	Curtis Hogg Public Works 48 Ammie Ave. Barnwell, SC 29812 (803) 541-1110
SC	Aiken County	Initial Push Road Clearance	Winter Storm Pax DR-4166	N/A	2/2014	\$8,000	
OK	City of Moore	Load & Haul Vegetative & C&D Debris White Goods Segregation	Tornado DR-4117	14,059 Tons	5/2013		Steve Shaun Silverstar Construction 2401 S. Broadway St. Moore, OK 73160 (405) 793-1725
NJ	Township of Seaside US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris	Hurricane Sandy DR-4086	105,000 CY	10/2012	\$1,200,000	Jack Smith Eagle Environmental 18369 Petroleum Dr. Baton Rouge, LA 70809 (985) 518-7480
NJ	Township of Brick US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris	Hurricane Sandy DR-4086	75,000 CY	10/2012	\$900,000	Jack Smith Eagle Environmental 18369 Petroleum Dr. Baton Rouge, LA 70809 (985) 518-7480
NJ	Township of Lakewood US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris	Hurricane Sandy DR-4086	65,000 CY	10/2012	\$785,000	Jack Smith Eagle Environmental 18369 Petroleum Dr. Baton Rouge, LA 70809 (985) 518-7480
NJ	Township of Toms River US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris	Hurricane Sandy DR-4086	85,000 CY	10/2012	\$1,015,000	Jack Smith Eagle Environmental 18369 Petroleum Dr. Baton Rouge, LA 70809 (985) 518-7480



NY	Rockaway US Army Corp of Engineers	Long Haul Trucking	Hurricane Sandy DR-4085	42,000 Tons	10/2012	\$1,425,000	Louis Perez Environmental Chemical Corporation 1240 Bayshore Hwy. Burlingame, CA 94010 (650) 347-1555
NY	Long Island US Army Corp of Engineers	Long Haul Trucking	Hurricane Sandy DR-4085	33,000 Tons	10/2012	\$1,100,000	Louis Perez Environmental Chemical Corporation 1240 Bayshore Hwy. Burlingame, CA 94010 (650) 347-1555
LA	City of New Orleans East US Army Corp of Engineers	Removal of Vegetative Debris from L1011 Levee System	Hurricane Isaac DR-4080	120,000 CY	9/2012	\$1,600,000	Jeremiah Stockwell Environmental Chemical Corporation 1240 Bayshore Hwy. Burlingame, CA 94010 (650) 347-1555
AL	Tallapoosa County US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris White Goods HHW - Segregation Stump Extraction Reduction by Grinding	Tornado DR-1971	115,00 CY	4/2011	\$1,200,000	Phillips & Jordan



Area Pre-Positions Contracts (updated 6-7-2023)

ENTITY		STATE	EXPIRES
Bal Harbour Village		FL	7/17/2024
Broward County DCRS		FL	6/28/2025
Broward County	TDS	FL	6/28/2024
Broward County Schools		FL	11/30/2025
City of Cape Coral		FL	2/8/2025
City of Dania Beach		FL	5/31/2023
City of Doral		FL	5/23/2024
City of Hollywood		FL	7/22/2023
City of Lake Worth		FL	12/1/2023
City of Milton		FL	5/16/2026
City of Miramar		FL	10/2/2023
City of Newberry		FL	11/25/2024
City of South Miami		FL	6/11/2028
City of Springfield		FL	12/31/2023
City of Sweetwater		FL	12/15/2023
City of West Park		FL	6/1/2025
Escambia County		FL	8/3/2025
FDOT D1 x2 (Z1090 & Z1088)		FL	7/6/2023
FDOT D1 x3 (Z1086, Z1084 & Z1082)		FL	7/5/2023
FDOT D2 (Z2204)		FL	7/7/2023
FDOT D4 (Z4098)		FL	8/2/2023
FDOT D5 (Z5057)		FL	6/30/2023
FLDOT D7 (Z7078-R0)		FL	6/10/2024
Florida International University		FL	12/18/2023
Florida State College at Jacksonville		FL	8/31/2025
FSU Main Campus		FL	6/30/2026
FSU Panama City		FL	6/30/2026
FSU Mable Ringling Museum		FL	6/30/2026
Hernando County		FL	4/11/2024
Hernando School District		FL	4/8/2025
Indian Creek Village		FL	10/1/2024
Lake County		FL	6/1/2024
Memorial Healthcare System		FL	
Miami Dade County Public Schools		FL	6/31/23



Northwest Florida Water Management District		FL		6/30/2025
Osceola School District		FL		11/15/2023
Palm Beach County Schools		FL		5/18/2025
City of Plant City		FL		5/30/2026
Santa Rosa County Schools		FL		4/30/2028
Seminole Tribe of FL		FL		8/18/2025
School Board of Brevard County		FL		8/24/2024
South Broward Drainage Dist		FL		
South Florida Water Management Dist		FL		9/6/2027
St. Lucie County		FL		2/14/2024
Stonegate CDD		FL		Auto Renew
Town of Bay Harbor Islands		FL		3/16/2025
Town of Golden Beach		FL		7/5/2026
Town of Pembroke Park		FL		12/12/2024
Town of Sewall's Point		FL		4/23/2024
University of South Florida		FL		1/31/2024
University of West Florida		FL		5/11/2025
Village of Pincrest		FL		8/27/2024



REFERENCES

Client	Disaster Description	Contact
City of The Village	Ice Storm	Bruce Stone
2304 Manchester Dr.	Debris Removal	(405) 751-8861
The Villages, OK 73120		bruce_stone@thevillageok.org
Wilson County, TN	Tornado	Aaron Mayard
228 East Main St.	Debris Clearance, Removal &	(615) 443-2630
Lebanon, TN 37088	Disposal	maynarda@wilsoncountyttn.gov
City of Waverly, TN	Hurricane	Corey Burket
101 East Main St.	Debris Clearance & Removal	(931) 296-2101
Waverly, TN 37105		csburket@yahoo.com
Lee County, MS	Hurricane	Lee Bowdry
200 West Jefferson Street	Debris Removal	(662) 432-2950
Tupelo, MS 38802		lbowdry@co.lee.ms.us
Putnam County, TN	Tornado	Randy Porter
300 E Spring St.	Debris Clearance, Removal &	(931) 526-2161
Cookeville, TN 38501	Disposal	randy.porter@putnamcountyttn.gov
City of Cookeville, TN	Tornado	James Mills
1115 E Spring St.	Debris Clearance, Removal &	(931) 520-5241
Cookeville, TN 38501	Disposal	jam@cookeville-tn.gov
City Corinth, MS	Debris Removal & Disposal	Clayton Mills
300 Childs Street		(662) 415-0855
Corinth, MS 38834		cm_@bellsouth.net
Douglas County, KS	Debris Removal	Keith Browning
3755 E 25th St.		(785) 832-5293
Lawrence, KS 66046		kbrowning@douglascountyks.org
Town of Cape Carteret, NC	Hurricane	Zach Steffey
102 Dolphin St.	Debris Clearing & Removal	(252) 393-8483
Cape Carteret, NC 28584		zsteffey@capecarteret.org



Client	Disaster Description	Contact
Town of Cedar Point, NC	Hurricane	Jayne Calhoun
427 Sherwood Avenue	Debris Clearing & Removal	(252) 393-7898
Cedar Point, NC 28584		jcalhoun@cedarpointnc.org
Client	Disaster Description	Contact
Carteret County, NC	Hurricane	Randy Carter
302 Courthouse Square	Debris Clearing & Removal	(252) 728-8545
Beaufort, NC 28516		randy.cantor@carteretcountync.gov
Pamlico County, NC	Hurricane	Tim Buck
302 Main St.	Debris Clearing & Removal	(252) 745-3133
Bayboro, NC 28515		tim.buck@pamlicocounty.org
South Broward Fl Drainage District	Hurricane	Kevin Hart
6591 SW 160th Avenue	Debris Clearing & Removal	(954) 680-3337 x206
Southwest Ranches, FL 33331		kevin@sbdd.org
City of West Park, FL	Hurricane	Dan Millien
1965 S. State Rd 7	Debris Clearing & Removal	(954) 889-4162
West Park, FL 33023		dmillien@cityofwestpark.org
Town of Bay Harbor Island, FL	Hurricane	Jordan Leonard
9665 Bay Harbor Terrace	Debris Clearing & Removal	(305) 206-8497
Bay Harbor Islands, FL 33154		jleonard@bayharborislands-fl.gov
School Board of Broward County, FL	Hurricane	Ron Eggenberger
7720 West Oakland Park Blvd	Debris Clearing & Removal	(754) 321-4317
Sunrise, FL 33351		ronald.eggerberger@browardschools.com
City of Lawrence, KS	Tree Trimming, Tree & Debris	Crystal Miles
6 East 6th Street	Removal	(785) 832-7970
Lawrence, KS 66044		cmiles@lawrenceks.org
City of Shawnee, KS	Tree Trimming, Tree & Debris	Kevin Taylor
1110 Johnson Drive	Removal	(913) 631-2500
Shawnee, KS 66203		ktaylor@cityofshawnee.org
City of North Kansas City, MO	Tree Trimming, Tree & Debris	Chris Cooper
2010 Howell St.	Removal	(816) 274-6004
North Kansas City, MO 64116		ccooper@nkc.org



MANAGEMENT OVERVIEW

TRAINING AND CERTIFICATIONS

- ISA Certified Arborist – Greg Gathers, Shannon Adler
- FDOT Intermediate Maintenance of Traffic Control Certificate – Greg Gathers, Jeremy Britton
- OSHA 30 Hour Safety – Greg Gathers, Jeremy Britton, Shannon Adler
- CPR & First Aid Certified – Greg Gathers, Jeremy Britton, Maura Gathers, Shannon Adler, Johnny Osborne
- Debris Management Training at NHC – Greg Gathers, Jeremy Britton
- EMI Debris Management Course – Greg Gathers, Jeremy Britton
- USACE Certificate, Construction Quality Management for Contractors – Johnny Osborne
- US Homeland Security TWIC Certificate – Johnny Osborne
- TEEEX, Disaster Preparedness & Management, Operations and Planning for all-Hazard Events Cert. – Johnny Osborne
- IS-100 – Maura Gathers, Johnny Osborne
- IS-125 – Greg Gathers, Jeremy Britton,
- IS-200 – Greg Gathers, Jeremy Britton, Maura Gathers,
- IS-253 – Greg Gathers, Jeremy Britton, Maura Gathers,
- IS-632 – Intro to Debris Operations – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne, Jack Cohagen
- IS-633 – Johnny Osborne
- IS-634 – Intro into FEMA’s Public Assistance – Greg Gathers, Jeremy Britton, Maura Gathers, Jack Cohagen
- IS-700 – NIMS – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne
- IS-800 – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne

Greg Gathers

- President/Chief Executive Officer since 1999
- BS in Agriculture Technology Management, Kansas State University
- 21 years’ experience as an arborist
- Supervised crews on over 100 government contracts

Jeremy Britton

- Chief Operating Officer
- Supervised crews on over 100 government contracts

Sean Kennedy, CPA

- Chief Financial Officer
- Certified Public Accountant
- Financial Statement Preparation, Compilation & Review
- Payroll Processing & Payroll Tax Return
- Tax Return Preparation
- Internal Controls



Maura Gathers

- Vice President of Business Development
- Public Relations
- Marketing & Branding
- Community Outreach and Volunteer Coordinator
- 10+ years' managerial experience
- 13+ years' experience in sales and client relations
- Directions in Organizational Leadership Certification (Washburn University School of Business)

Johnny Osborne

- Project Manager
- 15 years' experience in the debris management industry
- Business Administration, University of South Alabama
- SC Law Enforcement Division SLED Level 1, 2 & 3

Shannon Adler

- Project Manager
- Associate of Business, Lone Star College
- 15 years' experience in debris management / monitoring industry
- 20+ years managerial experience



RESUMES

GREG GATHERS

President/Owner

PROFILE

- 24 Years' experience Tree Care and Disaster Response
- Managed over 150 disaster events in 27 states as a prime contractor.
- Committed to providing debris management services following FEMA regulations to ensure client reimbursement is to the maximum allowed.
- Knowledgeable in all aspects of debris response and recovery operations

CONTACT

PHONE:
785-221-7550

ADDRESS:
3722 SW Spring Creek Ln.
Topeka, KS 66610

EMAIL:
ggathers@ctcdiaster.com

EDUCATION

Kansas State University – Bachelor of Science in Agriculture

International Society of Arboriculture – Certified Arborist

EMI Debris Management Certification

NIMS Certification

OSHA Certification

WORK EXPERIENCE

CTC Disaster Response, Inc. - President/Owner

1999–Present

- Oversees all company operations.
- Provides strategic direction to the business.
- Manage senior staff.
- Debris management planning and training
- Client liaison before, during and after disaster events

SKILLS

Project Manager
Skilled Communicator
Organization Skills



JEREMY BRITTON

Chief Operating Officer

PROFILE

- 20 Years' experience as COO
- Managed over 150 disaster events in 27 states as a prime contractor.
- Committed to providing debris management services following FEMA regulations to ensure client reimbursement is to the maximum allowed.
- Knowledgeable in all aspects of debris response and recovery operations
- Extensive experience in project management with emphasis on Temporary Debris Site (TDS) operations

CONTACT

PHONE:
256-749-4886

ADDRESS:
1880 Radio Road
Alexander City, AL 35010

EMAIL:
jbritton@ctcdiaster.com

EDUCATION

Central Alabama Community College – Associate Degree in Business

EMI Debris Management Certification

NIMS Certification

OSHA Certification

WORK EXPERIENCE

CTC Disaster Response, Inc. Chief Operating Officer (COO)
2018–Present

- Responsible for day-to-day operations
- Debris management planning and training
- Client liaison before, during and after disaster events
- Manages subcontractors during disaster events.

AAA General Contractors, Inc. Owner
1992–Present

- Oversee company operations.
- Resource management
- Quality Control

SKILLS

Project Manager
Skilled Communicator
Strong Managerial Skills
Heavy Equipment Operator
Licensed General Contractor in Alabama



JOHNNY OSBORNE

Project Manager

PROFILE

- 15 Years' experience in debris management & disaster response
- Committed to providing debris management services following FEMA regulations to ensure client reimbursement is to the maximum allowed.
- Knowledgeable in all aspects of debris response and recovery operations

CONTACT

PHONE:
785-221-7550

ADDRESS:
3722 SW Spring Creek Ln.
Topeka, KS 66610

EMAIL:
josborne@ctcdiaster.com

EDUCATION

University of South Alabama – Criminal Justice

NIMS Certification

OSHA Certification

FEMA Certification

U.S. Homeland Security TWIC

WORK EXPERIENCE

CTC Disaster Response, Inc. – Project Manager
2022-Present

- Oversees project operations.
- Debris site management
- Assigns operational personnel, including subcontractors
- Debris management planning and training
- Client relations

Rostan Solutions, LLC. – Project Manager / Client Service Manager
2019-2022

- Oversees project operations.
- Debris site management
- Assigns operational personnel, including subcontractors
- Debris management planning and training
- New business development

Ashbritt Inc. – Project Manager
2013-2019

- Oversees project operations.
- Debris site management
- Assigns operational personnel, including subcontractors
- Debris management planning and training

SKILLS

Quality Control
CPR, First Aid & AED certified



SHANNON ADLER

Project Manager

PROFILE

- 15 Years' experience in debris management, debris monitoring & disaster response.
- Committed to providing debris management services following FEMA regulations to ensure client reimbursement is to the maximum allowed.
- Knowledgeable in all aspects of debris response and recovery operations

CONTACT

PHONE:
210-305-2790

ADDRESS:
7007 Genesis Cove Ct
Spring, TX 77379

EMAIL:
sadler@ctcdiaster.com

EDUCATION

Lonestar College – Associate Business Degree

Certified Arborist

NIMS Certification

OSHA Certification

WORK EXPERIENCE

CTC Disaster Response, Inc. – Project Manager

2022-Present

- Oversees project operations.
- Debris site management
- Assigns operational personnel, including subcontractors
- Debris management planning and training
- Client relations

Arbor Masters – Project Manager

2019-2022

- Oversee project operations.
- Debris site management
- Assign operational personnel, including subcontractors.
- Debris management planning and training

Tetra Tech, Inc. – Project Manager

2008-2018

- Oversee project operations.
- Client relations
- Debris monitoring management.
- Assigns operational personnel.
- Debris management planning and training

SKILLS

Quality Control
CPR, First Aid & AED certified



PROJECT RESOURCES

SUBCONTRACTING PLAN

INTRODUCTION:

CTC maintains an extensive database of subcontractors with specialty equipment and varied resources which are fully committed to CTC. Many of these subcontractors have partnered with CTC in a variety of different projects over the past 17 years. CTC prides itself on its relationship with these hardworking companies and mutual trust exists between us.

CTC is an Equal Opportunity Employer. We strive to meet or exceed all subcontracting goals identified in your Request for Proposal. We identify all subcontractors regarding certifications as MWBE, SBE, 8A, or Hub zone. We have extensive databases for all areas throughout the U.S., so that we can actively identify the qualified ones for your proposal.

Additionally, CTC appreciates the input from our contracting partners on recommendations and referrals of qualified, licensed, insured contractors with the required experience for your event. The knowledge of the area, their relationship with your citizens is a plus to CTC and its mission.

SUBCONTRACTING PLAN AND UTILIZATION:

CTC will utilize a workforce comprised of in-house personnel and subcontractors specializing in various phases of debris management, disposal, and recycling. As stated previously, we will identify local subcontractors already in our network as well as hire as many contractors and laborers as available in an effort to allow members of disaster struck communities to take part in the reconstruction process, and to assist the community financially and economically. The majority of these subcontracts will fill positions for hauling of debris to TDS, hauling of debris to final disposal sites, hauling debris for recycling purposes.

Subcontractors will provide trucks and trailers that meet all USACE requirements for safety, licensing, permitting and registrations. Subcontractors will provide copies of all licenses upon request, and will stay with their assigned areas, completing the assigned task. These crews will work in a methodical manner until they have fulfilled their area's cleanup requirements.

CTC will seek local, qualified individuals for employment during the disaster cleanup and reconstruction phase, including placing advertisements in the local newspapers and visiting the local employment office. Positions for laborers, data entry, flaggers, monitors, and other personnel will assist CTC in our task. Temporary employment agencies may be used to provide manpower to complete the task, but only after the proper screening and submission of drug tests.

Unless otherwise stipulated in your contract, twenty-five percent (25%) of the total amount of work to be performed will be by CTC personnel and equipment. CTC will operate with our specialized and trained reduction personnel. CTC has commitment letters from contractors across all the continental United States.

SUBCONTRACTORS AGREEMENTS AND RESPONSIBILITY:

Subcontractors for CTC are committed contractually to complete their assignments as instructed, and must attend all safety meetings, follow the chain of command, and report to the CTC COR daily to keep projects moving forward. CTC is known for its open line of communications, and for the respect we have for our subcontractors.



All subcontractors are required to attend weekly tailgate meetings, sign CTC's drug-free workplace statement and to conform to all operating policies as set forth our project management team.

All CTC subcontractors are familiar with the proper use of ADMS electronic reporting procedures, the latest technologies in recording and monitoring procedures, and are trained in the proper documentation for the benefit of all concerned.

CTC subcontractors are aware of all charge back procedures for damages, provide daily reports to CTC site supervisors, and act as good-will diplomats to citizens, making the cleanup efforts as stress free as possible in an emergency situation.

A copy of our Subcontractor's agreement is either included in this proposal or may be accessed by contacting the corporate office. These agreements have been reviewed by attorneys for various states so that they meet the contracting laws of the particular state in which we are working.

PROPRIETARY INFORMATION:

A list of qualified, experienced, insured, prequalified subcontractors for your area is included in this proposal (If required in the proposal), or may be accessed at our corporate office upon request. This list is proprietary information and not to be shared with the public.



LOCAL AND MINORITY PARTICIPATION

CTC fully complies with guidelines regarding Local and Minority Participation. We have an established corporate policy regarding minority participation, which can be referenced in our Affirmative Action and M/WBE Policy at our offices unless otherwise requested.

One of the major strengths of CTC is our ability to recognize the importance of utilizing local, qualified contractors. Depending on the time frame, and whether this is a standby, pre-disaster contract or an emergency situation, CTC uses procedures necessary to ensure the use of local contractors and personnel. In a non-emergency situation, we can place ads in the local newspapers, check with temporary services or state employment services. We also rely heavily on recommendations from the County commissioners or City officials in all situations.

Emergency situations have prompted us to pull together with contracting agencies to recognize the strengths in their own communities. We appreciate the input provided by local officials in screening potential subcontractors and personnel. The ability of the commissioners or other local community officials to suggest or recommend those that meet all requirements for experience, equipment and insurance qualifications is a benefit in the successful operation and completion of projects of any size or scope.

Based upon the availability of qualified minority personnel in the area we strive to meet or exceed the normal requirements for this event. As an integral part of the contract, we establish contacts with several local, 8A and minority companies. We intend to use the services of qualified, local personnel to fill positions as needed and upon recommendation of the contracting agency.

All local and minority personnel will be screened to meet the requirements, including licensing and insurance requirements of CTC, Inc. We also include listings of Certified M/WBE Contractors as are available and which provides updated information for this project.

CTC has committed minority contractors who have performed on CTC contracts over the past several years. We use the recommended channels to further investigate the availability, the experience, and the reputation of each local and/or minority contractor to serve the best interest of the contracting agency.

Due to the nature of the business, CTC relies heavily on the utilization of state personnel agencies, local private placement agencies and temporary services. We also use the services of the local Small Business Administration (SBA) office when available and local trade organizations. Our goals as stated in our Affirmative Action Policy are traditionally greater than those of most contract requirements. Additionally, the types of personnel required and their interest in the project varies from location to location.



OWNED AND LEASED EQUIPMENT

Description	Quantity
30' Barge Flat Deck	2
30,000# Track Excavator	6
35,000# Bulldozer	18
40' + Barge with Crane	4
45,000# Track Excavator	12
50,000# Bulldozer	10
55 Ft Bucket Truck	63
65,000# Track Excavator	18
AG Tractor with Attachment	9
Air Curtain Destructor	1
Bandit 4680 Horizontal Grinder	2
Beach Sand Screen	1
Chipper	1
Command Center	1
Debris Trailer	2
Dump Trucks	51
Fecon Mulcher	1
Feller Bunchers	9
Flatbed Trailer	6
GN Trailer	1
Grapple Attachment	2
Grinder	1
Horizontal Grinder	6
Jarraf Tree Trimmer	5
Loader Tractor	1
Log Skidder	13
Lowboy Trailer	1
Merlo Tree Removal Machine	1
Mini Skid Loader	1
Mixer Truck	5
Mulching Head	1
Off Road Truck	2
Pallet Forks	1
Pickup	8
Pumper Truck	1
RGN Lowboys	14



Description	Quantity
Road Grader	1
Road Tractor	40
Rollout Bucket	1
Rotary Mower	1
Self-Loading Truck	204
Semi-Truck	2
Skid Steer	36
Step Deck Trailer	3
Stump Grinder	6
Support Boat	4
Support Vehicle	37
Trailer Mount Loader with Saw Bucks	3
Travel Trailer	1
Tub Grinder	2
UTV	2
Versa Handler	6
Walking Floor Trailer	31
Water Truck	6
Wheel Loader	19
Whole Tree Chipper	2
Wood Screw	1



SAFETY INFORMATION

SAFETY AND QUALITY CONTROL PLAN

Accident Prevention:

For the protection and safety of all employees, CTC has established the following rules designed to prevent accident and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

- Proper footwear and clothing will be worn at all times.
- Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.
- Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.
- Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing (s).
- Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.
- Do not operate any machine you are not familiar with or have not been trained on and authorized to use.
- Machines must never be cleaned, adjusted or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.
- Any defects in materials, machinery, tools and equipment must be reported immediately to a supervisor, safety personnel, or management.
- Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.
- Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electrical panels or traffic lanes.
- Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.
- Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.
- Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.
- Do not allow oil, water or any other material to remain on the floor for long periods of time where you or others may slip. Report any slip and fall problems to your supervisor.
- When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know your Material Data Safety Sheets (MSDS) and where they are located. Review them often.
- Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.
- Do not attempt to operate machinery for which you are not trained.
- Unnecessary and excessive haste is the cause for many accidents. Exercise caution at all times.



- All work-related injuries and accidents, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.
- Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

Quality Control Plan:

If required, CTC can have a Certified Arborist on site to ensure the quality of work performed by all CTC employees. All employees have been trained in Arboriculture practices upon employment. Certifications include and are not limited to:

I.S.A. – International Society of Arboriculture

K.A.A. – Kansas Arborists Association

T.C.I.A. – Tree Care Industry Association

Constant monitoring of all crews will be provided daily to ensure safety and the quality of work performed is attained. CTC will meet with the client's representative for a quality check on completed work to ensure client satisfaction. If there is an issue that needs corrected, it will be done so in a timely manner.

Safety & Protection Plans & Submittals:

The following policies of CTC are not inflexible rules or requirements. They may be changed by the company at any time without notice or modified as individual circumstances may require in the best interests of efficient management of the Company. Nothing in the policies as they now exist, or may in the future be revised, is intended or should be construed as a contract of employment, express or implied, nor as a promise of employment for a specific period of time, nor as a requirement that any specific procedure be followed in handling personnel issues.

Company management will provide safe and healthy working conditions. All employees must follow safe practices at all times. All employees must accept and follow all rules of safety.

Whenever an employee finds an unsafe condition, they must report it immediately to their supervisor, safety personnel, or management. Any injury that occurs on the job, even a slight cut or strain, is to be reported to management as soon as possible. In no circumstance except an emergency, should an employee leave a shift without reporting an injury that occurred.

All employees including office personnel will be trained in safe practices. The training will be done by video or by training from the employees' supervisor.

If any unsafe practices are observed, the employee will receive a written violation warning. Once the employee receives three (3) written warnings, he or she will be automatically suspended for one (1) workday without pay.

CTC will make every effort to maintain safe working conditions. However, the principal responsibility for safety falls upon you, the employee. All employees are asked to inform their supervisor, safety committee personnel, or management of any



work hazards of which they might be aware. CTC will arrange for you to supply information anonymously if you do not wish to be identified. No employee should fear reprisal for notifying management of any safety hazards. In fact, we encourage all employees to inform us immediately of any hazard, no matter how small it may seem.

All safety and health suggestions that we receive will be reviewed. We will then determine what action is necessary. All suggestions shall receive a response.

The injured employee's supervisor or a member of management will investigate all occupational injuries and illnesses that are job-related. Particular attention will be given to methods that prevent future situations that caused the injury or illness.

All employees will receive prompt and timely safety training. Safety rules and safe practices will be emphasized at these training sessions.

All new employees will receive a copy of the summary, to be signed and put in their file, indicating that they have been trained at the beginning of employment. Any employee given a new job assignment, for which training has not previously been received, will be trained in that particular job immediately.

Records will be kept of all training provided. These records will indicate the type of training given, date, the name of the training provider and the employee's signature.

Basic Safety Accident & Protection Plans:

All Employees of CTC will adhere to the following safety and accident protection plans while working.

Employee responsibilities for safety include the following:

- Adhere to all safety rules and regulations.
- Wear appropriate safety equipment as required.
- Maintain equipment in good condition, with all safety guards in place and in operation.
- Report all injuries and near misses, no matter how minor, immediately to their supervisor, safety personnel or management.
- Encourage coworkers to work safely.
- Report unsafe acts and conditions to their supervisor, safety personnel, or management.

Safety Coordinators:

Greg Gathers (785) 221-7550

Jeremy Britton (256) 749-4886

Others TBD

One or all the Safety Coordinators listed above will be on site at all times and will be responsible for overseeing safety on site throughout the duration of the contract. The numbers listed above are cell phone numbers and all employees will have cell phones and/or two-way radios for communication.



ANSI Z133 Standard & Employee Understanding:

As an employee of CTC, you need to review and understand the requirements of the ANSI Z133.1-2000 Standard.

You need to understand that the Z133 Standard was developed by arborists, for arborists under the standards-developing procedures created by the American National Standards Institute, creating what these industry's safety experts feel are the minimum acceptable standards of practice for safety in arboriculture. It represents the collective wisdom and experience of countless arborists.

You need to understand the difference between "Should" and "Shall" as they are used in the standard. The word "Should" indicates an advisory statement where it is feasible that the actions you take might be different from the prescribed practice. A "Shall" indicates a mandatory requirement, where it is inconceivable that your actions would have to deviate from the prescribed practice, except where exceptions are noted in the Standard.

Finally, you need to understand that the Z133 Standard does not take precedence over, or take the place of, the safe work policies of CTC.

Safety Rules – Accident Prevention:

For the protection and safety of all employees, CTC has established the following rules designed to prevent accidents and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

- Proper footwear and clothing will be worn at all times.
- Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.
- Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.
- Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing(s).
- While on duty, the use of or being under the influence of alcohol, narcotics, intoxicants or similar mind-altering substances is strictly prohibited. Individuals found to be in violation of this policy will be subject to disciplinary action up to and including possible termination of employment, even for a first offense.
- Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.
- Do not operate any machine you are not familiar with or have not been trained on and authorized to use.
- Machines must never be cleaned, adjusted or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.
- Any defects in materials, machinery, tools and equipment must be reported immediately to a supervisor, safety personnel, or management.
- Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.
- Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electric panels or traffic lanes.
- Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.



- Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.
- Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.
- Do not allow oil, water or any other material to remain on the floor for long periods of time where you or others may slip. Report any slip and fall problems to your supervisor.
- When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know the Material Data Safety Sheets (MSDS) and where they are located. Review them often.
- Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.
- Do not attempt to operate machinery for which you are not trained.
- Unnecessary and excessive haste is the cause for many accidents. Exercise caution at all times.
- All work-related injuries and accidents, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.
- Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

Personal Protective Equipment:

Hazard Assessment for Person Protective Equipment

The following table contains descriptions of the PPE required for typical tasks encountered in tree care and some of the potential hazards associated with them. Always ensure that your PPE fits properly as outlined in the training provided at the time of employment at CTC.

Tasks	Potential Hazards	Information Sources	PPE Required
Aerial lift operations	Conductors, equipment failure, falls, hydraulic leaks, steep/uneven slopes	Tailgate Session #24; ANSI Z133.1 5, 6.2	Hard hat, safety glasses, hearing protection, gloves, full body harness & shock absorbing lanyard or body belt and lanyard



Brush removal & chipping	Awkward movements and postures, flying debris, carrying heavy weights, moving parts, noise, slips, trips, and falls	Tailgate Session #39; Tailgate Session #18; ANSI Z133.1 9.6	Hardhat, safety glasses, face shield, hearing protection, gloves
Chain saw maintenance	Hot exhausts, cuts	Tailgate Session #28	Hardhat, safety glasses, gloves
Chain saw Operation	Awkward postures, hot exhausts, cuts improper stance, kickback, noise, slips, trips, and falls; vibrations	Tailgate Session #29; ANSI Z133.1 7.2	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps (when working on the ground)
Chipper Maintenance	Amputation, cuts, pinch points	Tailgate Session #60, ANSI Z133.1 6.3	Hard hat, safety glasses, hearing protection, gloves
Climbing	Cutting climbing line, falls, conductors, rope failure, tree decay, worn equipment, insects/animals	Tailgate Sessions #19, 20, 31, 32; ANSI Z133.a 5,9.1	Hard hat, safety glasses, hearing protection, gloves, fall protection
Driving	Other drivers, road and weather conditions	Tailgate Sessions #41, 42, 43, 44	Seatbelts
Hand Tool Use	Awkward postures, conductors, cuts, splinters	Tailgate Session #30; ANSI Z133.1 5, 8.1-8.10	Hard hat, safety glasses, gloves
Ladder Use	Conductors, falls, ladder failure	Tailgate Session #22; ANSI Z133.1 8.11	Hard hat, safety glasses



Limb Removal for Take-Down	Breaking ropes and/or crotches, conductors, falling and/or splitting limbs	Tailgate Session #37; ANSI Z133.1 5, 9.4	Hard hat, safety glasses, gloves
Limbing and Bucking	Awkward posture, limbs; snapping, slips, trips, and falls, tree rolling	Tailgate Session #37; ANSI Z133.1 9.7	Hard hat, safety glasses, gloves
Use of mower, brush cutter, string trimmer	Hidden objects, terrain, traffic		Hard hat, safety glasses; hearing protection
Pesticide Handling & Application/Spraying & Spill cleanup	Equipment failure, excessive drift, poor personal hygiene, spills, vehicle collision	Tailgate Session #45, %54, ANSI Z133.1 6.4	Hard hat, goggles or face shield, long sleeved shirt, rubber boots (if walking) chemical resistant gloves
Pruning and Trimming	Barber chairs, falling branches, conductors	Tailgate Session #33; ANSI Z133.1 5, 9.2	Hard hat, safety glasses
Storm Work	Hidden/dislodged conductors, damaged trees, wood under tension, fatigue, working at night, working on unfamiliar system, unannounced re-energized of lines	Tailgate Session #10; ANSI Z133.1 5, 9.2	Hard hat, safety glasses, foul weather gear
Stump Grinding	Flying debris, moving parts, noise	Tailgate Session #40; ANSI Z133.1 6.5	Hard hat, safety glasses, face shield, hearing protection



Traffic Control	Topography, volume and speed of traffic, time of day, weather conditions	Tailgate Session 3; ANSI Z133.1 4.4	Hard hat, safety glasses, reflective vest, flag or signs
Trailer Towing & Setup	Hitch failure, jack failures, vehicular traffic	Tailgate Session #38	Hard hat, safety glasses, traffic cones and signs, gloves
Tree Take-Down	Barber chairs, conductors, cuts, struck-bys	Tailgate Session #36; ANSI Z133.1 5, 9.5	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps

NOTE: the hazards in bold represent Musculo-skeletal disorder (MSD) risk factors that should be minimized (duration, frequency and/or magnitude) to the extent possible or eliminated. MSD signs are decreased range of motion, deformity, decreased grip strength and loss of function. MSD symptoms are numbness, burning, pain, tingling, cramping and stiffness. Other hazards that apply to some/all of the above tasks: Drug Use and/or Alcohol Abuse; Fatigue; Fire; Lyme Disease; Poisonous Plants; Violent Workers/Customers; Weather.

Back Injury Prevention:

Causes of Back Injury

Pulling, twisting, and slipping are the most common causes of back injuries. Lifting objects improperly can also hurt the back. Lifting with the back and not the legs, lifting from an awkward position, or trying to move material too large for one person can lead to injury.

Even simple movements can cause back injury. Stepping from a truck, bending over for a small tool, or over-reaching can strain back muscles.

Table 1 below ranks the most frequent causes of back injury in tree care in descending order.

Table 1-How Back Injuries Happen

Lifting...

Large objects

Irregularly shaped objects



Over the shoulder

Twisting...

While feeding brush into the chipper

While positioning in a bucket or a tree

While dragging brush, reaching, using long poles

From sudden slips due to poor ground conditions

On slippery equipment in snow or rain

Jumping...

Off truck bed or out of truck cab

Over fences

Off ladders

Out of trees

Pulling...

Ropes hangers

Trees, on removals

Muscle strains and sprains-soft tissue injuries-cause most arborists' back problems. These are temporary injuries. More important, strains and sprains usually precede more serious, chronic and debilitating injuries to the ligaments, discs and vertebrae. In a sense, soft tissue injuries are warning signals that more serious, permanent injury could occur. Therefore, your back-injury prevention program should focus on preventing strains and sprains.

Preventive measures

Arborists can keep their backs healthy with stretching and exercise, by knowing how the back works, and by using simple lifting techniques.

Here are attainable objectives for your company's back injury prevention program:

Provide continuous training for all employees to raise their awareness of how the back can be injured.

Develop action steps employees can use to detect and eliminate conditions likely to cause back injury- see this program's sections on hazard reporting (16), safety committees (23), job hazard assessment (15) and job briefings (17).

Motivate employees to take responsibility for back safety at work and at home.



The following procedures are taken from Annex C of the ANSI Z133 Standard:

Before lifting any weight:

Be sure clear the travel path available if the weight is to be carried from one place to another.

Decide exactly how the object should be grasped to avoid sharp edges, splinters, or other things that might cause injury.

- Make a preliminary lift to be sure the load can be safely handled.
- Place feet solidly on the walking surface.
- Crouch as close to the load as possible with legs bent at an angle of about 90 degrees.
- Keep back as straight as possible. It may be far from vertical but should not be arched.
- Lift with the legs, not the back, keeping the weight as close to the body as possible.
- Use a second worker when necessary.

Stretching and exercises

The professional athlete must maintain a high level of production and effort to win. The same is true for an arborist, who must perform at peak efficiency.

Strains of the lower back muscles, the most common back injury, usually occur because the muscles are cold and tight. If the athlete warms up and stretches to avoid injury, then why not the tree worker?

CTC will provide you with information on simple, quick warm-up/stretchers that you can perform prior to heavy exertion.

Early Return to Work

CTC participates in an Early Return to Work Program with local providers closest to job site for the treatment of all work-related injuries.

If you are injured at work, you must report the injury to your supervisor immediately. If medical treatment is necessary and you haven't designated a treating physician, you must go to the nearest medical facility.

You must also complete an Employee Claim for Workers' Compensation Benefits form as soon after an accident as possible.

If you are unable to return to the regular position due to a workplace injury, you should discuss with the doctor the possibility of working in a light duty job until the doctor releases you for full duty. If the doctor releases you for light duty, your supervisor will be notified the same day.

Modified jobs will be identified after obtaining your physical restrictions. "Modified" might be your regular job, modified by removing heavier tasks and reassigning these to other employees; a different regular job currently existing at the workplace; or a job which is specifically designed around your restrictions. A modified job offer will be made only when the work is available and of benefit to the company. Part-time work will be considered as modified work, if medically indicated. Each case will be assessed individually based on need. Modified work may not be implemented every time there is a loss claim. Wages will not necessarily be the same as that of the regular job.

If you take off work completely, or if light duty work is unavailable, you must report your medical condition and progress to the supervisor at least once a week.



Disciplinary Procedures

Employees who fail to comply with safety rules will be subject to disciplinary action up to and including termination. Supervisors will follow the normal disciplinary procedures as follows:

- 1) Verbal counseling must be documented in the employee's personnel file.
- 2) Written warning-outlining nature of offense and necessary corrective action.
- 3) Suspension without pay-once (1) working day without pay-the third step or a separate disciplinary action resulting from a serious violation.
- 4) Termination-if an employee is to be terminated, specific and documented communication between the supervisor and the employee must occur.

Supervisors will be subject to disciplinary action for the following reasons:

- Repeated safety rule violation by their department employees.
- Failure to provide adequate training prior to job assignment.
- Failure to report accidents and provide medical attention to employees injured at work.
- Failure to control unsafe conditions or work practices.
- Failure to maintain good housekeeping standards and cleanliness in their departments.

Supervisors who fail to maintain high standards of safety within their departments will be demoted or terminated after three documented warnings have been levied during any calendar year.

Accident Reporting & Investigation

It is the policy of CTC to carry out a thorough program of accident reporting and investigation. Supervisory personnel will be primarily responsible for conducting an investigation of all accidents in their area. Accidents involving fire, death, serious injury, or extensive property damage will be investigated jointly by the supervisor and upper management.

The primary goal of the accident investigation program is the prevention of future accidents through the use of knowledge derived from the investigation. Additionally, the investigation will be used to prepare reports required by Federal and State law as well as the Workers Compensation insurance carrier. These reports are critical in establishing the company's and the supervisor's liability under the law.

When an employee is injured at work the supervisor is responsible for taking emergency action to have first aid administered, to obtain professional medical attention as soon as possible, and to protect other employees and equipment. The supervisor must then begin to investigate the circumstances of the accident. The following procedures have been found to be effective when investigating accidents.

Go to the scene of the accident at once.

Talk with the injured person if possible. Talk to witnesses. Stress getting the facts-not placing blame or responsibility. Ask open-ended questions.

Listen for clues in the conversations around you.



Encourage people to give their ideas for preventing a similar accident.

Study possible causes-unsafe conditions, unsafe practices.

Confer with interested persons about possible solutions

Write your accident report giving a complete accurate account of the accident.

Follow up to make sure conditions are corrected. If they cannot be corrected immediately, report this to your supervisor.

Publicize corrective action taken so that all may benefit from the experience.

Notify the Safety Coordinator(s) as well as the Project Officer (PO) and immediately with information regarding with whom, how, where, when, seriousness of accident and medical treatment received of the injured person or persons whenever an accident occurs. Accident scenes shall not be disturbed until released by investigating personnel with the exception of emergency rescue and emergency measures.

Vehicle Accidents-What to do:

Make sure your vehicle has a fully stocked accident kit. The kit should contain:

- Current vehicle registration
- Current proof of vehicle insurance
- Several business cards from the owner or manager
- Pen, and or pencil
- Accident reporting form from your office and insurance company
- Trailer registration if applicable
- Several witness cards

Attend to all injured victims. Assess the situation and attend to the most seriously injured first. Do not move any victim unless there is danger from other vehicles and traffic, or danger of fire or explosion. Do not move vehicles. The police need to see the accident prior to moving any vehicle (s). Protect the scene of the accident by placing flares, flags, or reflectors where they can be seen by approaching traffic. Physically direct traffic around the accident scene if necessary; do not expose yourself to danger in traffic. If your vehicle is moved, get the name of the person or company that moved it. If it is removed from the scene, find out where it is taken. Conduct your own investigation.

Get the names, addresses, phone numbers, driver's license number, vehicle license numbers, and insurance companies of all persons involved, year, make, and model of all vehicles involved. Offer the same information about yourself and your vehicle to others involved. Contact the office to let them know what has happened, and whether anyone was injured and/or taken to a hospital for emergency treatment. Do not admit fault or discuss the accident with anyone except the office of police.

Non-Emergency Injuries

If necessary, any employee(s) requiring treatment for all non-emergency injuries, or post emergency medical treatment has been provided by local hospital, will be transferred to: TBD.



Emergency Action Plan

The following details the organizational structure of our plan and outlines emergency measures to be taken in the event of fire or other emergency.

Remember, your conduct and actions during the first few minutes of any emergency may not only save your life, but the lives of your fellow workers and other members of the community as well. Each truck will have emergency numbers available for ambulance, physician, hospital, fire and local police. Use most effective means of communication based on your location (cellular phone – if adequate service), two-way radio, hard line telephone or other acceptable means.

General Information

Two important telephone calls need to be made if the facility is to be evacuated because of a fire or disaster within the facility, or an external hazardous condition threatening the facility. If either of these two situations occurs; notify 911 (Emergency Medical Services and Police).

Upon order of management if you are working near a building and a fire breaks out, call emergency numbers if you cannot contain. Going into a building to let someone know of a fire outside the building is acceptable, however, the occupants will have their own safety officer and should have already been briefed in evacuation procedures.

Materials and supplies to be evacuated include, but may not be limited to, first aid kits, the MSDS binder and the personnel roster.

Responsibilities

The Safety Director will:

- Coordinate the Emergency Evacuation Plan throughout the facility.
- Make certain the Program is familiar to all personnel and that all new employees are promptly oriented.
- Schedule education as necessary.

The Safety Director will be aided by the Supervisors who will:

- Facilitate the Emergency Evacuation Plan.
- Keep contact check on all personnel to be sure that they are completely familiar with all phases of the Plan that they are required to know.
- See that personnel participate in awareness training, fire classes, and other practice sessions as necessary.
- Be certain that all personnel are familiar with fire extinguishers and make thorough fire prevention inspections when they are assigned to do so.
- Take the necessary steps required to correct any fire hazards discovered.

It is the duty of every employee to:

- Be completely familiar with the Emergency Evacuation Plan and their duties of responsibilities in the program.
- Participate in all fire drills and practice sessions.
- Attend all fire training classes when assigned.



- Learn the location of, and how to operate all fire extinguishing equipment.
- Report any fire and/or safety hazard.

Fire Emergency Plan

Keep Calm...Report all fires and smoke

Personnel have been assigned to:

Notify the fire department

- 1) For Emergency situation call 911.
- 2) For Non-Emergency situation call the COO.

The person reporting the fire to the fire department will provide them with the following information.

- Custom Tree Care, Inc.
- Address of incident
- What is burning (machines, paper, etc.)
- Location of fire (roof, plant, office, etc.)
- Type of fire (electrical, liquid, etc.)

Additional assignments have been made to attempt to extinguish fire with the use of on-premises equipment (extinguishers, hoses, etc.). A minimum of two persons is required to fight a fire. To ensure employee safety, this is to be done only during the early stages of the fire. If the fire cannot be extinguished by the time your fire extinguisher runs out (roughly five (5) minutes) then you must notify emergency immediately.

Working away from the involved area, personnel will be assigned to:

- Check the driveways to see that they are clear for entry of fire fighting equipment
- Wait at the front entrance for the arrival of fire fighting equipment. Direct the firemen to the fire if necessary.

Re-entry onto the property will not be permitted until it is declared safe to do so by management, or by the local fire/law enforcement officials.

Hazard Communication

Name of Contact Person: Greg Gathers

Title: President – CTC Disaster Response, Inc.

Hazard Evaluation

Chemical manufacturers and importers are required to review the available scientific evidence concerning the hazards of the chemicals they produce, and then report that information to employees who purchase their product. In most cases CTC will choose to rely on the evaluation performed by our suppliers. If for some reason we do not trust the evaluation of the manufacturer, we will arrange for additional testing.



We will consider the following chemicals used in our business to be hazardous:

- Diesel Fuel
- Gasoline

Label & Other Forms of Warning

We will make certain that containers are adequately labeled to identify the hazardous chemicals they contain and will show hazard warnings appropriate for your protection. The warnings will use a combination of words, pictures and symbols that will communicate the hazards of the chemical (s) in the container. The labels will be legible and prominently displayed. Our training program will include instruction on how to read and interpret label information.

Exceptions to this rule are as follows:

- We are permitted to post signs that convey the hazard information if there are a number of stationary containers in a given area, which have similar contents and hazards.
- We are not required to label portable containers, as long as the transferred chemical is for immediate use by the employee who made the transfer.
- We are not required to label pipes or piping systems.

Employee Training

It is the goal of CTC to provide hazard communication training during the first 30 days of employment and whenever a new chemical is introduced to a given work area. Training will be done in a meeting setting and will be conducted by the Program Coordinator or another who has been properly trained.

The training program will consist of:

- How the hazard communication program is implemented, how to read and interpret information on labels and MSDS, and how employees can obtain and use the available hazard information.
- The hazards of chemicals to which employees are exposed in the work area.
- Measures employees can take to protect themselves from the hazards.
- Specific procedures put into effect by the company to provide protection, such as personal protective equipment, mechanical guards, or protective processes.
- Methods that you can use, such as visual appearance or smell, to detect presence of hazardous chemicals to which you or your co-workers may be exposed.
- Name and/or job title of who you can go to if you have questions.

Quality & Warranty of Work

CTC will provide service that meets and exceeds standards of excellence. The work done on all of our projects is guaranteed to be done in a timely, professional manner with expertise in all aspects of arboriculture. Upon completion of work assigned, a Certified Arborist will be available to go through with the project coordinator to ensure the work performed meets and exceeds his or her expectations. Letters of recommendation are available upon request. A listing of past performance is also available noting work done both as a Prime Contractor and a Sub-Contractor.



Quality Control

Greg Gathers – President – CTC Disaster Response, Inc. shall be responsible for overseeing all aspects of quality control throughout the duration of the project. Greg is a Certified Arborist with the KAA and ISA and has authority to make recommendations and implement plans of action for all tree care operations. Proof of certification including Membership and Certification Numbers will be provided to the current Contract Administrator of this agreement.



FORMS & ADDITIONAL INFORMATION

BONDING LETTER



FINANCIAL SURETY UNDERWRITERS, LLC

January 3, 2023

To Whom It May Concern

RE: CTC Disaster Response, Inc..

CTC Disaster Response, Inc. (CTC) has current potential bonding capacity with surety Atlantic Specialty Insurance Company (Atlantic Specialty) of up to \$20,000,000. Atlantic Specialty strongly recommends CTC for any project based on its knowledge of and experience with the company. This surety is rated A+ by A.M. Best. Bonding support for all Atlantic Specialty clients is conditioned on acceptable terms and conditions of contracts and bond forms and those clients continuing to meet annual underwriting parameters. Any arrangement for bonding is ultimately a matter between the Atlantic Specialty and CTC and we assume no liability to third parties if for any reason any bonds are not executed.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Gardner".

Mike Gardner
Account Executive/Licensed Agent

4956 SUGAR PIKE ROAD
CANTON, GA 30115
678-297-5566 FAX 678-297-0179



CERTIFICATES, INSURANCE & W-9

USACE CERTIFICATE

U.S. ARMY CORPS OF ENGINEERS

**USACE LEARNING CENTER
HUNTSVILLE, ALABAMA**




CERTIFICATE

Greg L. Gathers
NAWK-06-18-0026

has completed the Corps of Engineers and Naval Facility Engineering Command Training Course

CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784

Location <u>Kansas City</u>	Training Date(s) <u>26 April 2018</u>	Instructional District/ NAVFAC <u>USACE</u>
Facilitator/Instructor <u>Brian Cates</u>	Email <u>Brian.E.Cates@usace.army.mil</u>	Telephone <u>816-389-3487</u>

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE
COM-C Recertification online course: <https://www.mynuln.net>

BESTGENDALEA, Bestgen Dale E. A.
1231257302 1231257302

COM-C Manager
CATES.BRIAN@USACE.ARMY.MIL
ESR: 141556130

Facilitator/Instructor Signature
Jeffrey D. Dziedzic
Chief, USACE Learning Center
Jeffrey D. Dziedzic

Bestgen Dale E. A. is a member of the U.S. Army Reserve and is assigned to the U.S. Army Corps of Engineers, Huntsville, Alabama. He is currently serving as the COM-C Manager for the USACE Learning Center. He has a Bachelor's degree in Business Administration from the University of Alabama at Huntsville and a Master's degree in Business Administration from the University of Alabama. He is currently serving as the COM-C Manager for the USACE Learning Center.



CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2023

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 Best Insurance Group Inc. P.O. Box 67 Trussville AL 35173		CONTACT NAME: Deborah Connell PHONE (A/C No. Ext): 205-655-2128 FAX (A/C No.): 205-655-4895 E-MAIL ADDRESS: dconnell@bestinsgrp.com	
INSURED CTC Disaster Response, Inc. 3722 Southwest Spring Creek Lane Topeka KS 66810-1221		INSURER(S) AFFORDING COVERAGE INSURER A : American Interstate Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
CUSTTRF:01		NAIC # 31895	

COVERAGES CERTIFICATE NUMBER: 305039415 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	AWWCK3157822023 AWWCK3157822023	2/12/2023 2/12/2023	2/12/2024 2/12/2024	X PER STATUTE 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Officer/Members excluded from Work Comp: Maura Gathers
 Work Comp - Florida, Mississippi, Oklahoma, Oregon, Kansas, Georgia, North Carolina, Texas, Indiana.

CERTIFICATE HOLDER EVIDENCE OF INSURANCE FOR BIDDING PURPOSES ONLY. CTC DISASTER RESPONSE INC.	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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CERTIFICATE OF LIABILITY INSURANCE

CUSTTRE-03

DROWE

DATE (MM/DD/YYYY)
2/15/2023

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 Peoples Insurance Group 1415 SW Topeka Blvd Topeka, KS 66612	CONTACT NAME Derek Rowe	
	PHONE (A/C, No, Ext): (785) 271-8097	FAX (A/C, No):
E-MAIL ADDRESS: drowe@peoplesinsure.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Specialty Underwriters Ins Co		13037
INSURER B: Cincinnati Insurance Company		10677
INSURER C: Evanston Insurance Company		35378
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	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:		CSU 0203789	2/14/2023	2/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<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		EBA 0677479	2/14/2023	2/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	ENP 0677479	2/14/2023	2/14/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Excess Liability-GL		CSU 0203791	2/14/2023	2/14/2024	Limit 5,000,000
C	Pollution Liability		CPLMOL115336	2/14/2023	2/14/2024	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
L/R Equipment Coverage - \$420,000

CERTIFICATE HOLDER Insured Copy For Informational Purposes Only	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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ACORD 25 (2016/03)

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W-9 FORM

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
 Custom Tree Care, Inc.

2 Business name/disregarded entity name, if different from above
 CTC Disaster Response, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
 6021 SW 29th St. PMB#130

6 City, state, and ZIP code
 Topeka, KS 66614

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
 _____ - _____ - _____

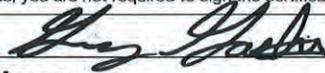
OR
 Employer identification number
 4 8 - 1 2 4 5 9 6 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 1/20/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AFFIRMATIVE ACTION PLAN

Policy Statement

It is the policy of CTC that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors. Suppliers and other required personnel on all contracts awarded by our Contracting Partners

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the contracting agency and CTC, Inc. unless otherwise designed in the signed contract. Subcontractors and/or suppliers to CTC, Inc. will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

CTC, Inc. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted.

CTC, Inc. and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex or in the administration of contracts.

CTC, Inc. has designated and appointed a Liaison Officer to develop, maintain and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout CTC, Inc. and to disadvantaged controlled businesses. The statement is posted on notice boards of the company.

Greg Gathers, President

CTC Disaster Response, Inc.

6021 SW 29th St. PMB #130

Topeka, KS 66614

(785) 478-9805



I. DESIGNATION OF LIAISON OFFICER

CTC, Inc. will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. A Liaison Officer has been appointed to develop and maintain this Affirmative Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring CTC, Inc. the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- 1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all governmental contracts.
- 2) The Liaison Officer will submit all records, reports, and documents required by the governmental agencies, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the individual governmental agencies.
- 3) The following individual has been designated Liaison Officer with responsibility for implementing CTC, Inc. affirmative action program in accordance with the requirements of local, state and Federal government agency contracts.

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, CTC, Inc. has first identified the following known barriers to participation by disadvantaged subcontractors. These barriers are:

- 1) Lack of qualified disadvantaged subcontractors in our specific geographical areas of work.
- 2) Lack of certified disadvantage subcontractors who seek to perform under specified contracts.
- 3) Lack of interest in performing under specified contracts.
- 4) Lack of response when requested to bid.
- 5) Limited knowledge of the specified governmental contracts plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of CTC, Inc. to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the various and individual governmental contracts. CTC, Inc. will:

- 1) Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted;
- 2) Advertise in minority focused media concerning subcontract opportunities with the Company;
- 3) Select portions of the work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- 4) Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;



- 5) Waive requirements of performance bonds where it is practical to do so;
- 6) Attend pre-bid meetings held by the governmental contracting agency to apprise disadvantaged subcontractors of opportunities with the Company;
- 7) Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the company is interested in the subcontract opportunity.

CTC, Inc. understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

On contracts with specific DBE goals, CTC, Inc. will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, CTC will as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

IV. REPORTING

- 1) CTC, Inc. shall keep and maintain such records as are necessary to illustrate and demonstrate compliance with its' DBE Affirmative Action Plan.
- 2) CTC, Inc. will design its record keeping system to indicate:
- 3) The number of DBE subcontractors and suppliers used, including items of work, materials and services provided;
- 4) The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
- 5) Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all governmental agencies' projects;
- 6) CTC, Inc. shall comply with any governmental agencies requirements regarding payments to subcontractors including DBE's for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORIES

CTC, Inc. will utilize the DBE Directory published by each governmental agency for that specific city, state, county and/or region, including agencies such as Natural Resources Conservation Service, State Departments of Transportation, and other required agencies.

CTC, Inc. will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.



INDUSTRY ASSOCIATION MEMBERSHIPS

Current Industry Association Memberships

Arkansas Emergency Management Association

<http://www.arkansas-ema.org>

Better Business Bureau

<http://www.bbb.org>

Emergency Management Association of Texas

<http://www.emat-tx.org>

Florida Emergency Preparedness Association

<http://www.fepabeta.org>

International Association of Emergency Managers

<http://iaem.com>

International Society of Arboriculture

<http://www.isa-arbor.com>

Iowa Emergency Management Association

<http://iowaema.com>

Kansas Emergency Management Association

<http://www.kema.org>

Louisiana Emergency Preparedness Association

<http://lepa.org>

Missouri Emergency Management Association

<http://www.mo-ema.org>

National Emergency Management Association

<http://www.nemaweb.org>

North Carolina Emergency Management Association

<http://www.ncema.net>

Oklahoma Emergency Management Association

<http://www.oema.us>

South Carolina Emergency Management Association

<http://www.scemaonline.org>

Tree Care Industry Association

<http://tcia.org>

Virginia Emergency Management Association

<http://www.vemaweb.org>



LETTERS OF RECOMMENDATION



CITY OF THE VILLAGE

2304 MANCHESTER DR.
THE VILLAGE, OK 73120-3729
PHONE (405) 751-8861 V/TDD
FAX 748-7352 - EMAIL city_hall@thevillageok.org

OFFICE OF THE CITY MANAGER
BRUCE K. STONE

March 18, 2021

Lisa Johnson
Custom Tree Care, Inc.
6021 SW 29th Street, PMB 130
Topeka, KS 66614

Re: Letter of Recommendation

Dear Ms. Johnson:

It is my pleasure to offer this letter of recommendation for your company. Custom Tree Care performed storm debris removal services for the City of The Village after a devastating ice storm in October 2020. Your crews were extremely knowledgeable of FEMA requirements, had excellent equipment and did a professional job. Although we certainly would not be excited about cleaning up after another disaster, we would not hesitate to hire your company to get the job done.

Sincerely,

Bruce K. Stone,
City Manager



TOWN OF CEDAR POINT



Mayor
Scott Hatsell

Mayor Pro-Tem
Pam Castellano

Board of Commissioners
John M. Nash
Pam Castellano
David Winberry
Frankie Winberry

Town Administrator
Christopher D. Seaberg

Mailing Address
PO Box 1687
427 Sherwood Avenue
Swansboro, NC 28584
Phone: 252-393-7898

www.cedarpointnc.org

December 3, 2018

Mr. Greg Gathers
Custom Tree Care, Inc.
3722 SW Spring Creek Lane
Topeka, KS 66610

Dear Mr. Gathers

Hurricane Florence left the Town of Cedar Point considerably damaged, with significant amounts of debris, both vegetative and construction. Custom Tree Care, Inc. did a great job not only getting the debris cleaned up and hauled off, but in an orderly fashion.

We appreciate the dedication and professional service that the staff of Custom Tree Care provided to the Town of Cedar Point.

Sincerely,

Jayne Calhoun
Town Clerk



Mayor David Fowler
Commissioner Steve Martin
Commissioner Mike King
Commissioner Charlie Evans



Mayor Pro Tem Minnie Truax
Commissioner Don Miller
Town Manager Zachary Steffey
Attorney Brett DeSelms

102 Dolphin Street
Cape Carteret, NC 28584

February 18, 2019

To Whom It May Concern:

Custom Tree Care was mobilized to the Town of Cape Carteret following Hurricane Florence to provide vegetative and C&D debris removal. We were pleased with the speed at which Custom Tree Care mobilized and their willingness to work with the Town to get the debris removed in an expeditious manner. Custom Tree Care demonstrated a commitment to making sure that the Town and our citizens were pleased with the debris removal process and they addressed all issues in a timely manner. We would recommend Custom Tree Care to any client looking for prompt and professional debris removal services.


Zachary Steffey
Town Manager



William Blair, III
Mayor

Elizabeth King
Alderman

Ken Dull
Alderman



Daryl Mills
Mayor Pro Tem

Hank Miller
Alderman

Tim Owens
Town Manager

TOWN OF WRIGHTSVILLE BEACH
Post Office Box 626
321 Causeway Drive
Wrightsville Beach, North Carolina 28480
(910)239-1700
FAX (910)256-7910

January 30, 2019

Greg Gathers
Custom Tree Care
6021 SW 29th Street, PMB 130
Topeka, Kansas PMB 130

Dear Mr. Gathers,

Custom Tree Care, Inc. did an outstanding job of clearing the Town of debris associated with Hurricane Florence. The response time was extremely fast and the work was completed quickly. Custom Tree Care Staff were accessible and easy to work with even during the busiest of times. All of the sub-contractors that worked on the job did a remarkable job given the limited space allowed to get the work done.

In addition, the Town originally thought that the services of Custom Tree Care, Inc. would be needed for assistance with the initial clearing of debris from roads. When called, Custom Tree Care, Inc. was prepared to respond quickly. I appreciate all of the hard work by Custom Tree Care, Inc. that allowed us to begin the recovery process. If needed, I would recommend Custom Tree Care, Inc. to other governmental entities for disaster recovery work.

Sincerely,

Timothy W. Owens
Town Manager



TOWN of BELVILLE

Incorporated 1977

63 River Road
Belville, NC 28451

Telephone (910) 371-2456
Fax (910) 371-2474

FEBRUARY 20, 2019

TO WHOM IT MAY CONCERN:

THE TOWN OF BELVILLE RECOMMENDS CUSTOM TREE CARE AS A REPUTABLE COMPANY THAT PERFORMS WITH EXCELLENCE. CUSTOM TREE CARE HAS CONDUCTED DEBRIS REMOVAL OPERATIONS FOR THE TOWN AFTER STORM EVENTS AND THEIR CREWS CONTINUE TO IMPRESS OUR STAFF WITH THEIR HIGH REGARD FOR SAFETY AND ACCOUNTABILITY WHILE COMPLETING THE TASKS THAT ARE ASSIGNED.

WE LOOK FORWARD TO A CONTINUED PARTNERSHIP WITH THEIR COMPANY TO ASSIST THE TOWN WITH THE RESPONSE AND RECOVERY PHASE OF NATURAL DISASTERS.

SINCERELY,

A handwritten signature in black ink, appearing to be 'Athina Williams', written over a horizontal line.

ATHINA WILLIAMS, TOWN ADMINISTRATOR

AW



March 14, 2019

To Whom It May Concern:

It is my privilege to write this letter of reference for Custom Tree Care. We starting doing business with Custom Tree Care in 2016 and have been working with them ever since. I learned very quickly that the employees with Custom Tree Care are thoughtful, highly regarded and very good at what they do. They have earned the admiration of people that were fortunate enough to work with them.

I would recommend them for any debris removal project.

Sincerely,

A handwritten signature in black ink that reads 'Noelle Woods'.

Noelle Woods
Purchasing Manager
County of Wayne

THE GOOD LIFE. GROWN HERE.

WAYNE COUNTY FINANCE OFFICE
PO BOX 227
GOLDSBORO, NC 27533



City of Goldsboro
1601 Clingman Street
Goldsboro, NC 27533
919.734.8674
www.goldsboronc.gov

"Getting DIRTY so the City Can Shine!"



Letter of Reference

Greg,

I just wanted to pass on our thanks and appreciation for working with us and the citizens of Goldsboro during our recovery efforts after hurricane Matthew. Your staff was extremely accommodating and willing to work with us at every level to ensure debris was collected and removed as expediently as possible from within our City.

Your flexibility and willingness to continue to haul vegetative debris, even weeks after being awarded a separate contract to haul C & D debris, allowed us time to ensure all vegetative debris was collected and hauled away.

It was a pleasure doing business with you I would definitely recommend Custom Tree Care for future services.

Respectfully,

A handwritten signature in black ink, appearing to read "Richard E.A. Fletcher III", written over a large, stylized, circular scribble.

Richard E.A. Fletcher III
Interim Public Works Director
City of Goldsboro, NC



November 28, 2017

RE: Recommendation Letter for Custom Tree Care, Inc.

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

To whom it may concern:

It is with great pleasure that I write this letter of recommendation for Custom Tree Care, Inc. (CTC).

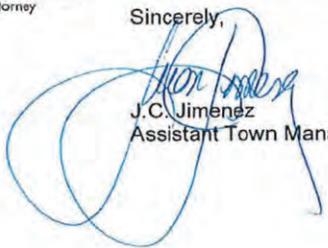
The Town contracted with CTC for Disaster Debris Management Services in June of this year at the beginning of Hurricane Season. Three months later, Hurricane Irma came through South Florida and the Town quickly called upon CTC for help. CTC arrived on site prior to the hurricane and remained on site until the cleanup was complete. Their crews began cutting up and cleaning up debris immediately following the storm and did not stop until the cleanup efforts were completed in less than 3 weeks. The debris was then grinded down and hauled off to the landfill, with the final load being hauled on October 17, 2017. Needless to say, CTC was remarkably responsive and thorough in completing post hurricane cleanup operations.

In addition to their incredible cleanup efforts, CTC and their staff are extremely knowledgeable with the FEMA guidelines and required documentation. They provided the Town with all of the documents required for federal assistance in a neat and orderly manner. During their first field visit, the FEMA representative received all of the information required and our request for reimbursement is currently being processed.

Greg and his crew at CTC are extremely professional, competent, courteous and are truly a pleasure to work with. Hiring CTC is, without question, the best decision that I have ever made.

If you need any additional information, please do not hesitate to contact me at 305-866-6241 or at jcjimenez@bayharborislands-fl.gov.

Sincerely,



J.C. Jimenez
Assistant Town Manager

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

9665 Bay Harbor Terrace • Bay Harbor Islands, FL 33154 • Tel: (305) 866-6241 • Fax: (305) 866-4863 • www.bayharborislands-fl.gov



SOUTH BROWARD DRAINAGE DISTRICT

March 19, 2018

To Whom It May Concern

RE: LETTER OF REFERENCE FOR CUSTOM TREE CARE, INC.

To Whom It May Concern:

Please be advised that Custom Tree Care, Inc. provided contract services to South Broward Drainage District (SBDD) for Hurricane Irma debris removal and disposal.

Custom Tree Care, Inc. assisted SBDD in the removal of Hurricane Irma debris (trees and vegetation) from within water bodies at approximately 100 locations throughout SBDD's jurisdictional boundaries. In addition, Custom Tree Care, Inc. loaded and hauled 1,110 Cubic Yards (CY) of stockpiled debris from SBDD's Disaster Debris Management Site (DDMS) to the Broward County landfill approximately 30 miles away.

Custom Tree Care, Inc. performed all of its work in accordance with the terms and conditions of the contract with SBDD.

If you have any questions or require any additional information regarding this letter of reference, please call.

Sincerely,

SOUTH BROWARD DRAINAGE DISTRICT

A handwritten signature in blue ink that reads "Kevin M. Hart".

Kevin M. Hart, P.E., CFM
District Director



City of West Park
1965 South State Road 7
West Park, FL 33023
Phone: 954-989-2688
Fax: 954-989-2684

www.cityofwestpark.org

Eric H. Jones, Jr.
Mayor

...

Brian C. Johnson
Vice-Mayor

...

Felicia M. Brunson
Commissioner

...

Thomas W. Dorsett
Commissioner

...

Kristine Judeikis
Commissioner

...

W. Ajibola Balogun
Administrator

...

Alexandra Grant
Clerk

March 27, 2018

Subject: Custom Tree Care, Letter of Reference

To whom it may concern:

The subject vendor is currently one (1) of our contracted emergency debris collectors/haulers and played an instrumental part with our recovery during the Hurricane Irma event, here in Broward County, during fall of 2017. Their staff is responsive to our needs and professional while performing contracted duties. We hold no reservation as to recommending C.T.C. to fellow colleagues and plan to utilize their expertise in the near future.

If you have any question and/or concerns please contact me at 954-964-0284.

Sincerely,

Daniel Millien
Public Works Operations Manager



WITT|O'BRIEN'S
a SEACOR company

TO WHOM IT MAY CONCERN:

Please accept this letter of recommendation for Custom Tree Care, Inc.

Witt O'Briens had the pleasure of working alongside Custom Tree Care, Inc. during between (date) to (date). During that time, our prime responsibility was to monitor, document and validate all debris activities performed by the contractors.

We found Custom Tree Care, Inc to be the most professional, and safety- minded contractor we have ever worked with.

They performed all required duties in a timely manner, utilizing the best maintained equipment for the purpose.

The required documentation provided to us exceeded what we have experienced in the past. Thereby, allowing the contracting agency to receiving federal, state and other compensation in a most expedient manner.

We feel that, although Custom Tree Care, Inc. may not be the largest or the oldest in the emergency recovery business they are by far one of the best in the business.

Therefore, we are happy to give a full recommendation on their services.

Please contact Ryan Booth at 251-509-6923 or rbooth@wittobriens.com for further information.

Sincerely,

Ryan Booth
Debris Operations Specialist
Witt O'Briens

818 Town & Country, Suite 200, Houston, TX 77024 20005 | t. +1 (281) 320-9796 f. +1 (281) 320-9700 | www.wittobriens.com

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	0.00	0.00
2	Debris removal from Public Right-of-Way & hauling to TDSRS within the City limits	CY	20,000	7.40	148,000
3	Debris removal from Public Right-of-Way & hauling to TDSRS outside of City limits	CY	10,000	7.90	79,000
4	Debris removal from TDSRS, hauling and disposal at FDEP approved site within Miami-Dade County	CY	10,000	4.95	49,500
5	Debris removal from Public Right-of-Way, hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CY	5,000	11.95	59,750
6	Processing (grinding/mulching) of vegetative debris at TDSRS	CY	25,000	3.65	91,250
7	Processing (grinding/mulching) of construction & demolition (C&D) debris at TDSRS	CY	3,000	1.95	5,850
8	Pick-up and haul of white goods	EA	100	30	3,000
9	Pick-up and disposal of hazardous material	LB	1,000	5	5,000
10	Dead animal collection, transportation and disposal	LB	1,500	.50	750
11	Process stump based on FEMA conversion table, July 2007 publication DAP9523.11, or latest version	CY	1,000	7.90	7,900
12	Hazardous stump removal, hauling and disposal 6" diameter to 11.99" diameter	EA	100	1	100
13	Hazardous stump removal, hauling and disposal 12" diameter to 23.99" diameter	EA	100	1	100
14	Hazardous stump removal, hauling and disposal 24" diameter to 47.99" diameter	EA	30	285	8,550
15	Hazardous stump removal, hauling and disposal 48" diameter or greater	EA	10	385	3,850
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	7.90	7,900
18	Material, fill dirt for stump holes, purchased, placed & compacted	CY	1,000	18	18,000
19	Leaning trees/hanging limbs	T&M	Rates below		
20	Demolition of structures	T&M	Rates below		

Sub Total 488,500

Equipment with Operator:

Item	Description	Unit	Qty	Unit Price	Total
1	JD544 or equal, wheel loader w/debris grapple	HR	72	145	10,440
2	JD644 or equal, wheel loader w/debris grapple	HR	72	145	10,440
3	JD544 or equal, wheel loader w/bucket	HR	72	140	10,080
4	JD644 or equal, wheel loader w/bucket	HR	72	140	10,080
5	Extend-a-boom forklift w/debris grapple	HR	12	90	1,080
6	753 Skid Steer w/debris grapple	HR	72	135	9,720
7	753 Skid Steer Loader w/bucket	HR	72	95	6,840
8	753 Skid Steer w/Broom	HR	12	110	1,320
9	Tractor w/box blade or rake	HR	12	65	780
10	JD648 E or equal Log Skidder	HR	12	100	1,200
11	CAT D4 or equal dozer	HR	24	145	3,480
12	CAT D6 or equal dozer	HR	18	155	2,790
13	CAT D8 or equal dozer	HR	12	160	1,920
14	CAT or equal 125/140 HP Motor Grader	HR	24	100	2,400
15	JD690 or equal hoe w/grapple	HR	10	145	1,450
16	JD690 or equal hoe w/bucker & Thumb	HR	36	145	5,220
17	Excavator type hoe on rubber w/grapple	HR	24	125	3,000
18	JD310 or equal TLB	HR	24	90	2,160
19	210 Prentiss or equal knuckle-boom w/grapple	HR	36	125	4,500
20	CAT 623 or equal self-loading scraper	HR	12	100	1,200
21	Hand fed debris chipper	HR	36	70	2,520
22	300/400 Tub Grinder	HR	36	305	10,980
23	Diamond Z or equal 800/1,000 tub grinder	HR	24	425	10,200
24	30 TN Crane	HR	12	225	2,700
25	50 TN Crane	HR	8	350	2,800
26	100 TN Crane	HR	4	475	1,900
27	40'/60' Bucket Truck	HR	36	195	7,020
28	Service Truck	HR	36	65	2,340
29	Water Truck	HR	24	65	1,560
30	Portable Light Tower	HR	18	25	450
31	Pick-up (w/o driver)	HR	36	25	900
32	Knuckle-boom w/grapple self-loading Dump type truck	HR	72	210	15,120
33	Single axle dump type truck, 5 - 12 CY	HR	36	100	3,600
34	Tandem axle dump type truck, 16 - 20 CY	HR	36	110	3,960
35	Trailer type truck/tractor 24 - 40 CY	HR	30	120	3,600
36	Trailer type truck/tractor 41 - 60 CY	HR	30	120	3,600
37	Trailer type truck/tractor 61 - 80 CY	HR	24	120	2,880
38	Power Screen	HR	36	125	4,500
39	Stacking conveyor	HR	18	25	450
40	Off Road Truck	HR	24	100	2,400

Sub Total 173,580

Labor & Material:

Item	Description	Unit	Qty	Unit Price	Total
1	Operating Manager	HR	36	80	2,880
2	Superintendent w/truck, phone & radio	HR	72	65	4,680
3	Foreman w/truck, phone & radio	HR	72	65	4,680
4	Safety/quality control inspector w/vehicle, phone & radio	HR	36	60	2,160
5	Inspector w/vehicle, phone & radio	HR	60	60	3,600
6	Climber w/gear	HR	36	70	2,520
7	Chain & Hand Saw Operator	HR	72	55	3,960
8	Laborer & Flagman	HR	72	50	3,600
9	Haz-Mat Professional	HR	60	60	3,600
10	Certified Arborist	HR	24	70	1,680
11	Project Manager/Haz-Mat Professional	HR	36	60	2,160

Sub Total 35,520

Emergency Power Generators & Support Equipment:

Item	Description	Unit	Qty	Unit Price	Total
1	5 kw Generator	Day	10	250	2,500
2	10 kw Generator	Day	10	325	3,250
3	20 kw Generator	Day	8	395	3,160
4	40 kw Generator	Day	8	450	3,600
5	60 kw Generator	Day	5	650	3,250
6	80 kw Generator	Day	5	825	4,125
7	100 kw Generator	Day	2	950	1,900
8	120 kw Generator	Day	2	1100	2,200
9	Satellite Phone for use by the City to coordinate operations during failure of other communication systems	Day	10	30	300

Sub Total 24,285

BID TOTAL 721,855

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): Greg Gathers _____
Title: President _____
Firm: CTC Disaster Response, 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

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

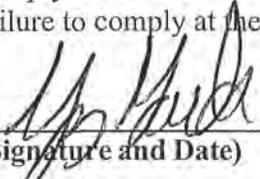
Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

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)

Greg Gathers

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](#)

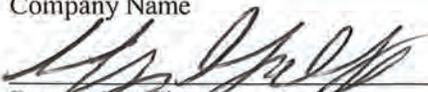
I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

CTC Disaster Response, Inc.

Greg Gathers

Company Name

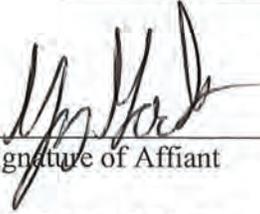
Respondent Name (Printed)


Respondent Signature

6/13/2023

Date Signed

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



Signature of Affiant

6/13/2023

Date

Greg Gathers

Printed Name of Affiant

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 13 day of June, 2023 (year), by Greg Gathers who is personally known to me or who has produced a Florida driver's license as identification.

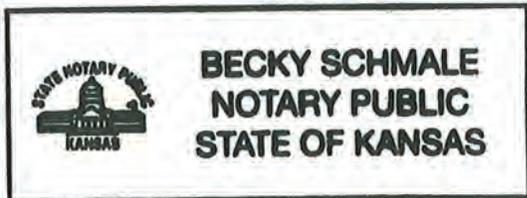
Personally known X
OR
Produced identification _____

Notary Public-State of Kansas

Type of Identification My commission expires: 03/25/2026

Becky Schmale

Printed, typed, or stamped commissioned name of Notary Public



FURTHER AFFIANT SAYETH NOT


Greg Gathers

By:

Print Name:

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 13th day of June, 2023 (year), by Greg Gathers

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

Personally known X

OR

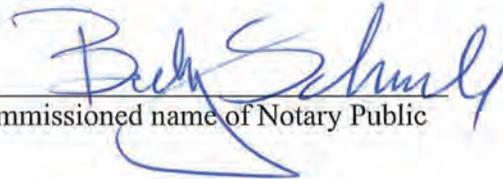
Produced identification _____

Notary Public-State of Kansas

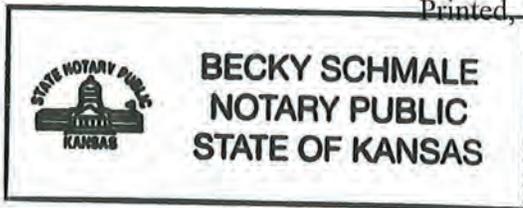
Type of Identification

My commission expires: 03/25/2026

Becky Schmale



Printed, typed, or stamped commissioned name of Notary Public



5.3 NON-COLLUSION AFFIDAVIT

RFQ No. 2023-05

State of Kansas)
) SS
County of Shawnee)

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

- (1) He/She/They is/are the President
CTC Disaster Response, 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


Greg Gathers

By:

Print Name:

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 13th day of June, 2023 (year), by Greg Gathers

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

Personally known X

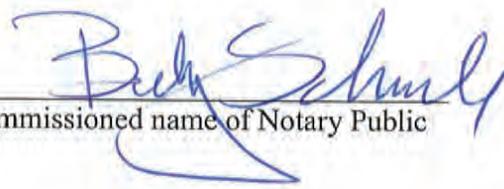
OR

Produced identification _____

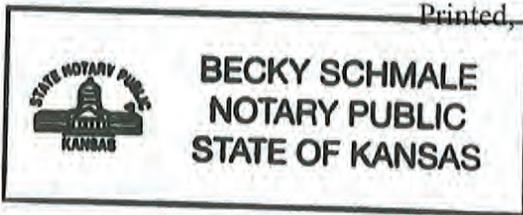
Notary Public-State of Kansas

_____ My commission expires: 03/25/2026
Type of Identification

Becky Schmale



Printed, typed, or stamped commissioned name of Notary Public



5.4 NO CONTINGENCY AFFIDAVIT
RFQ No. 2023-05

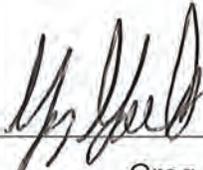
State of Kansas)

County of Shawnee ^{SS})

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

- (1) He/She/They is/are President ^{CTC Disaster Response,} Owner, Partner, Officer, Representative or Agent) of Inc. 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

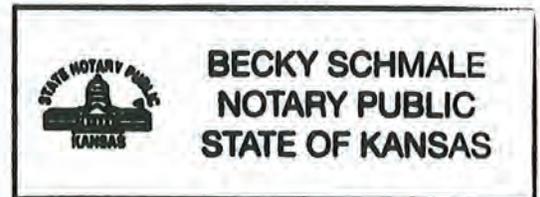
By: 
Print Name: Greg Gathers

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 13 day of June, 2023 (year), by Greg Gathers who is personally known to me or who has produced a Florida driver's license as identification.

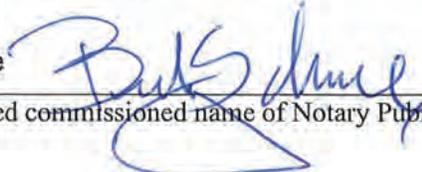
Personally known X

OR
Produced identification _____

Notary Public-State of Kansas



My commission expires: 03/25/2026
Type of Identification _____

Becky Schmale 
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: Greg Gathers / President
(print individual's name and title)
CTC Disaster Response, Inc.

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

whose business address is: 6021 SW 29th St. PMB #130, Topeka, KS 66614

and (if applicable) its Federal Employer Number (FEIN) is: 48-1245968
(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 13 day of June, 2023 (year), by Greg Gathers

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 Kansas

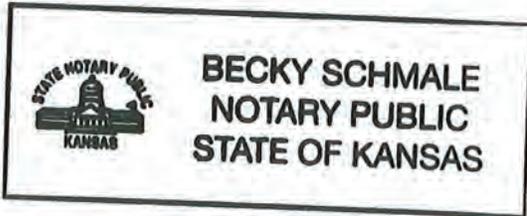
Becky Schmale

My commission expires: 03/25/2026

Type of Identification

Becky Schmale

Printed, typed, or stamped commissioned name of Notary Public



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.

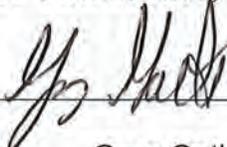
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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: 

(Printed Name) Greg Gathers

(Title) President

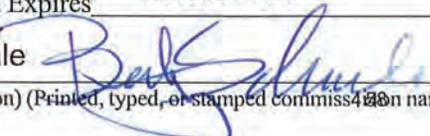
The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 13th day of June , 2023 (year), by Greg Gathers who is personally known to me or who has produced a Florida driver's license as identification.

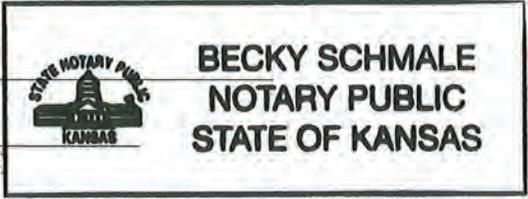
Personally known X

Or Produced Identification

Notary Public - State of Kansas

My Commission Expires 03/25/2026

Becky Schmale 
(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

CTC Disaster Response, 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.

Greg Gathers / President
Name and Title

6/13/2023
Date


Signature

CTC Disaster Response, Inc.
Firm

6021 SW 29th St. PMB #130, Topeka, KS 66614
Street address City, State, Zip code

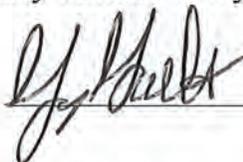
5.8 CONTRACTOR COPELAND ACT ANTI-KICKBACK AFFIDAVIT
RFQ No. 2023-05

STATE OF Kansas }

}SS:

COUNTY OF Shawnee }

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 CTC Disaster Response, Inc. 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: 

Title: President

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this 13th day of June, 2023 (year), by Greg Gathers

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

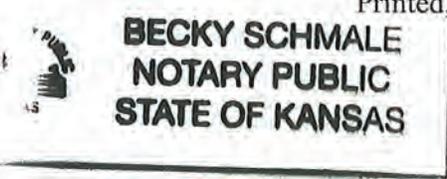
Personally known X

OR
Produced identification _____

Notary Public-State of Kansas

_____ My commission expires: 03/25/2026
Type of Identification

Becky Schmale 
Printed, typed, or stamped commissioned name of Notary Public



~5.9 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFQ No. 2023-05

I, Greg Gathers, President
(Individual's Name) (Title)

of the CTC Disaster Response, 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

6/13/2023

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: <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;">NONE</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"></div>	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe below): <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;"></div> <input 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:		
CTC Disaster Response, Inc.	785-478-9805	
Vendor Name	Vendor Phone Number	
	6/13/2023	Greg Gathers
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

STATE OF Kansas)
) SS:
COUNTY OF Shawnee)

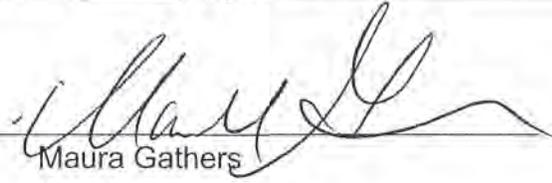
I HEREBY CERTIFY that a meeting of the Board of Directors
of CTC Disaster Response, Inc. the
Corporation

a Corporation existing under the laws of the State of Kansas, held
on June 13, 20 23, 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, June 14, 20 23, 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 13th, day of June, 2023.

Secretary: 
Maura Gathers

(SEAL) NONE

5.12 CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Maura Gathers, certify that I am the Secretary of the Corporation named as Principal in the foregoing bid; that Greg Gathers, who signed the Bid on behalf of the Principal, was then President 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)

None

CTC Disaster Response, Inc.
(Name of Corporation)

END OF SECTION

**5.13 ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We CTC Disaster Reponse, 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:

SUNDERLAND TRUCKING AND ADDITIONAL
(Subcontractor's Names)

TO BE DETERMINED BASED ON EVENT.
to comply with such act or regulation.

CTC Disaster Response, Inc.

CONTRACTOR


ATTEST

BY: 

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 _____ NO X 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 of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Doral.

CTC Disaster Response, Inc.

Firm


Authorized Signature

6/13/2023

Date

Greg Gathers / President

Print or Type Name and Title



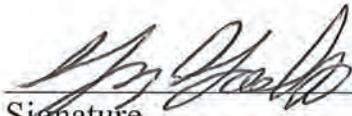
5.15 CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, Greg Gathers, on behalf of CTC Disaster Response, Inc.
Print Name Company Name

certifies that CTC Disaster Response, 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.



Signature

President

Title

6/13/2023

Date



5.16 BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

The undersigned, [Company] CTC Disaster Response, Inc. certifies, to the best of his or her knowledge, that:

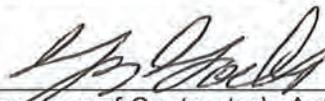
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

Greg Gathers / President

Name and Title of Contractor's Authorized Official

6/13/2023

Date



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)

<p>1. Type of Federal Action: a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance _____</p>	<p>2. Status of Federal Action: a. offer/application _____ b. initial award _____ c. post-award _____</p>	<p>3. Report Type: a. initial filing _____ b. material change _____</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>	
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known:</p> <p>NONE</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>		
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>		
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>		
<p>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.</p>	<p>Signature: </p> <p>Print Name: <u>Greg Gathers</u></p> <p>Title: <u>President</u></p> <p>Telephone No.: <u>785-478-9805</u> Date: <u>6/13/2023</u></p>		
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>		

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:

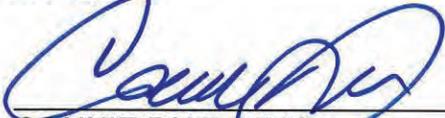
Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

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