



CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
April 24, 2017

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Mayor Harry Dressler

1. TR12929 - Public Art Administration - Gadson & Ravitz Contract Renewal

Item No. 6 (f) on the Consent Agenda. (TR12929) A Resolution of the City Commission of the City of Tamarac, Florida, approving a first amendment to the Public Art Administrator agreement between the City of Tamarac and Gadson and Ravitz, LLC, attached hereto as Exhibit "1", to exercise the first of two (2), two (2) year renewal options, at a total contract amount not to exceed one hundred thousand (\$100,000.00) dollars; authorizing the appropriate City Officials to execute the first amendment to the agreement; authorizing an appropriation of \$100,000 from the Public Art Fund; adding additional funds in the amount of \$4,250 to the current Purchase Order encumbrance; providing for conflicts; providing for severability; and providing an effective date. - ***Community Development Director Maxine Calloway, Public Art Administrators George Gadson and Beth Ravitz and Purchasing/Contracts Manager Keith Glatz***

Commission District(s): Citywide

2. TR12936 - Award RFP No. 17-07R for Disaster Debris Removal and Disposal

Item No. 6 (c) on the Consent Agenda. (TR12936) A Resolution of the City Commission of the City of Tamarac, Florida, awarding RFP No. 17-07R to and approving Agreements with Ashbritt, Inc. and D & J Enterprises, Inc. for Disaster Debris Removal and Disposal Services; authorizing proper City Officials to execute Contract renewals; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain, Budget/Contracts Manager Troy Gies and Purchasing/Contracts Manager Keith Glatz***

Commission District(s): Citywide

3. TR12937 - Award RFP No. 17-08R for Disaster Debris Monitoring Services

Item No. 6 (b) on the Consent Agenda. (TR12937) A Resolution of the City Commission of the City of Tamarac, Florida, approving the Award of RFP No. 17-08R to and approving an Agreement with Tetrattech, Inc. for Disaster Debris Monitoring Services; authorizing proper City Officials to execute Contract renewals; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain, Budget/Contracts Manager Troy Gies and Purchasing/Contracts Manager Keith Glatz***

Commission District(s): Citywide

4. TR12923 - Execution of Agreement with VacVision Environmental LLC - FY17 Wastewater Manhole Rehabilitation Inflow & Infiltration Project UT17D

Item No. 6 (d) on the Consent Agenda. (TR12923) A Resolution of the City Commission of the City of Tamarac, Florida, awarding a contract to VacVision Environmental, LLC, utilizing pricing from an agreement obtained through a formal competitive process by the City of Pinellas Park, Contract Number 14/013 for the FY17 Wastewater Manhole Rehabilitation Inflow and Infiltration Project; authorizing the appropriate City Officials to execute a Purchase Order Agreement with VacVision Environmental, LLC for a project cost of \$1,603,062.80, with a contingency of 5% or \$80,153.14 for an amount not to exceed \$1,683,215.94; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date. - **Public Services Director Jack Strain and Purchasing/Contracts Manager Keith Glatz**

Commission District(s): Citywide

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.



Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

9:30 a.m.



Title - Mayor Harry Dressler

Mayor Harry Dressler



Title - TR12929 - Public Art Administration - Gadson & Ravitz Contract Renewal

Item No. 6 (f) on the Consent Agenda. (TR12929) A Resolution of the City Commission of the City of Tamarac, Florida, approving a first amendment to the Public Art Administrator agreement between the City of Tamarac and Gadson and Ravitz, LLC, attached hereto as Exhibit "1", to exercise the first of two (2), two (2) year renewal options, at a total contract amount not to exceed one hundred thousand (\$100,000.00) dollars; authorizing the appropriate City Officials to execute the first amendment to the agreement; authorizing an appropriation of \$100,000 from the Public Art Fund; adding additional funds in the amount of \$4,250 to the current Purchase Order encumbrance; providing for conflicts; providing for severability; and providing an effective date. - ***Community Development Director Maxine Calloway, Public Art Administrators George Gadson and Beth Ravitz and Purchasing/Contracts Manager Keith Glatz***

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
❑ Memo	4/19/2017	Cover Memo
❑ Resolution	4/18/2017	Resolution
❑ Exhibit 1 - First Amendment to Agreement	4/5/2017	Exhibit
❑ R-2015-45	4/19/2017	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (17-04-001M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

DATE: April 12, 2017

FROM: Maxine Calloway,
Director of Community Development

RE: TR # 12929: First Amendment,
Public Art Program
Administrator Services

Recommendation: The Director of Community Development recommends that the Mayor and City Commission approve the First Amendment to the Agreement between the City of Tamarac and Gadson and Ravitz, LLC for continued Public Art Program Administrator Services at its April 26, 2017 meeting.

Issue: City Commission authorization and approval is required for the renewal of the Contract with Gadson and Ravitz, and for an increase in the contract sum.

Background: The City has had a public art program since 2004 funded by and through a public art fee generated from construction value of improvements to real property in the City. Over the past several years, the public art program has proven to be a tremendous success and is responsible for significant art sculptures and art pieces displayed throughout the City.

On May 27, 2015, the City Commission adopted Resolution R-2015-45, approving an agreement to provide Public Art Program Administrator Services ("Contract") for a contract term of two years to Gadson and Ravitz, LLC ("Public Art Administrators") in the amount of \$61,900. The Contract also provides for renewal options of up to two (2) additional two (2) year terms, as authorized by the City Manager. The current term expires on May 27, 2017 with the first renewal term commencing on May 27, 2017 through May 26, 2019. The Public Art Administrators and the City seek to exercise the right to renew the Contract for an additional two (2) year term, at an increased contract sum of One Hundred Thousand (\$100,000.00).

Since the inception of the Contract, the Public Art Administrators have brought significant best practices to the Public Art Committee, and have introduced and managed a greater level of projects and programs beyond the scope initially envisioned by staff.

In addition, the Public Art Administrators are very involved in project design and implement and essentially serve as a full extension of staff with the level of detail and coordination that is given to each project. As such, the Contract sum of \$61,900, based on an hourly rate of \$50.00 per hour, has proven to be insufficient, given the hours dedicated by the Public Art Administrators each month. Based on the last several itemized invoices, the Public Art Administrators have been averaging an estimated sixty five (65) hours per month, equating to approximately \$3,200 in monthly service delivery.

Based on the volume and scope of the services, the Public Art Administrators have requested an increase in the Contract sum, commensurate to the fee of \$50,000 per year, paid to our previous public art administrator, Glenn Weiss. Staff finds that the request is reasonable based on the average monthly hours and fees currently invoiced by the Public Art Administrators, and recommends an increase in the contract sum to include all expenses and travel, for a not to exceed contract sum of One Hundred Thousand (\$100,000.00) Dollars for a two year term.

This new contract sum would equate to approximately 80 service hours per month and would include any reimbursable expenses including travel.

To date, the Public Art Administrators have effectively delivered on all the items below with significant interface with staff, vendors and artists, with minimal reliance on the staff liaison to the Committee.

- Review the existing public art master plan and make recommendations as to additions and deletions to ensure a complete and updated Public Art Master Plan.
- Make recommendations for the maintenance and management of the City's public art pieces including but not limited to cataloguing, overseeing appraisals and ensuring proper conservation.
- Partner with the Public Information Office and the Public Art Committee to develop a program brochure that will not only increase the community's involvement in the program but also expand the current audience.
- Develop an internet page for the program on the City's website in order to increase awareness through the use of social media.
- Oversee and coordinate the installation of at least 3 public art projects from developing and advertising the initial Call to Artists to working with City staff and the artist(s) to the installation of the artwork. The work must be done in keeping with the Policies and Guidelines of the Public Art Master Plan.
- Act as staff liaison to both the Public Art and Selection Committee.

Due to the large volume of projects during FY17, it will be necessary to increase expenditures for the current fiscal year to cover anticipated expenses under the current Agreement for the months of April and May. An increase to the existing Purchase Order ("PO") encumbrance in the amount of Four Thousand Two Hundred and Fifty (4,250) Dollars is required to cover expected services for the months of April and May. This number (\$4,250) represents the additional funds needed to add to the existing unexpended balance of \$2,153.15 remaining on the PO, which will allow for a total of \$6,400 to cover April (\$3,200) and May's (\$3,200) invoices.

ANALYSIS: The Agreement Amendment #1 ("Agreement") is for a two year term commencing on May 27, 2017 through May 26, 2019, at a not to exceed cost of One Hundred Thousand (\$100,000) Dollars which includes travel and estimated reimbursable expenses. The Agreement further provides for an hourly rate of \$50.00 per hour, which requires the Public Art Administrators to present to the City, a quotation estimate, detailing tasks and commensurate hours worked on each project.

The Contract and the supporting Resolution authorizes the City Manager to renew the last remaining renewal beyond the second term which may be permitted at the option of the City subject to mutual agreement and subject to successful performance by the Public Art Administrators. Staff recommends that the City Manager be authorized to execute the subsequent renewal option for the period commencing after the expiration of the second term.

The Public Art Committee has considered the request of the Public Art Administrators and recommends approval of the renewal and the contract sum increase.

Fiscal Impact: The Public Art Program is funded by and through a public art fee generated from the construction value of improvements to real property in the City. As such, funds are generated on a continuous basis, and will be available in the Public Art Program to cover all costs associated with the administration of the program.

This item supports the City's Strategic Plan, Goal #5 providing for "A Vibrant Community" by awarding the contract to Gadson and Ravitz to provide for continuous administration of the public art program to ensure the ongoing installation and display of significant art pieces throughout the City, solidifying our brand as a community for the "arts".



Maxine Calloway,
Community Development Director

Attachments: Temporary Resolution No. 12929
 Exhibit "1" – Agreement Amendment #1
 R-2015-45: Executed Resolution and Contract

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017 - ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PUBLIC ART ADMINISTRATOR AGREEMENT BETWEEN THE CITY OF TAMARAC AND GADSON AND RAVITZ, LLC, ATTACHED HERETO AS EXHIBIT "1", TO EXERCISE THE FIRST OF TWO (2), TWO (2) YEAR RENEWAL OPTIONS, AT A TOTAL CONTRACT AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AUTHORIZING AN APPROPRIATION OF \$100,000 FROM THE PUBLIC ART FUND; ADDING ADDITIONAL FUNDS IN THE AMOUNT OF \$4,250 TO THE CURRENT PURCHASE ORDER ENCUMBRANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to encourage and promote public art within the City; and

WHEREAS, the City has had a public art program since 2004 funded by and, through a public art fee generated from construction value of improvements to real property in the City; and

WHEREAS, the public art program has proven to be a tremendous success and is responsible for significant art sculptures and art pieces displayed throughout the City; and

WHEREAS, the program continues to require the administration by an art professional with distinct experience, capable of facilitating and directing the public art committee and administering the public art program; and

WHEREAS, on May 27, 2015, the City Commission adopted Resolution R-2015-45, approving an agreement to provide Public Art Program Administrator Services ("Contract") for a contract term of two years to Gadson and Ravitz, LLC ("Public Art Administrators") in the amount of \$61,900; and

WHEREAS, the Contract provides for up to two (2) additional two (2) year renewal terms, as authorized by the City Manager; and

WHEREAS, the first term expires on May, 27th, 2017; and

WHEREAS, the Public Art Administrators and the City seek to exercise the right to renew the Contract for an additional 2 year term, commencing on May 27th, 2017 through May 26th, 2019; and

WHEREAS, City staff and Gadson Ravitz, LLC, have agreed upon a new not to exceed contract price of \$100,000 for a contract term of two years, subject to an hourly rate of \$50.00 per hour to include all travel and estimated reimbursable expenses associated with the performance of the Contract; and

WHEREAS, the increased Contract Sum of \$100,000 represents approximately eighty (80) service hours per month at the \$50.00 hourly rate, which is attributed to an increase in public art program activity and the various projects currently underway, commissioned by the Public Art Committee; and

WHEREAS, an appropriation of \$100,000 will be required to fund this Contract and will be paid for entirely from the Public Art Fund; and

WHEREAS, it is anticipated that additional expenditures in the amount of \$4,250 will be required to pay invoices for the remaining months of the Agreement, covering anticipated expenditures for April and May; and

WHEREAS, the additional \$4,250 will provide sufficient funding in the current Purchase Order (“PO”) encumbrance to pay invoices for April and May; and

WHEREAS, it is the recommendation of the Public Art Committee to renew the Contract with Gadson & Ravitz, LLC to serve as the City’s Public Art Program Administrators for an increased contract price of \$100,000 for a contract term of two years; and

WHEREAS, the Director of Community Development recommends that the City Commission authorize the renewal, the Contract increase and the additional funds to complete the existing term of the Agreement for April and May, 2017; and

WHEREAS, it is recommended that the City Manager be authorized to exercise the right to renew the contract for one (1) additional two (2) year period and to add additional funds in the amount of \$4,250 to the existing PO encumbrance to pay invoices for April and May 2017; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to renew the Contract with Gadson & Ravitz, LLC to serve as the City’s Public Art Program Administrators for an increased contract price of \$100,000; a copy of said Agreement Amendment #1 (“Agreement”) is included herein as Exhibit “1” (attached hereto, incorporated herein, and made a specific part thereof); and

WHEREAS, the City Commission of the City of Tamarac, Florida furthermore deems it to be in the best interest of the citizens and residents of the City to Tamarac to add additional funds in the amount of \$4,250 to the existing PO encumbrance to pay invoices for April and May 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof; all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: the Agreement Amendment #1 between the City of Tamarac and Gadson and Ravitz, LLC is hereby approved.

SECTION 3: The appropriate City officials are hereby authorized to execute an Agreement with Gadson & Ravitz, LLC. to continue to serve as the City's Public Art Program Administrators for a not to exceed contract price of \$100,000 for a term of two years and authorizing the City Manager to exercise the current renewal option for one additional two year period, as well any additional renewal options available under the Agreement, a copy of said Agreement is attached hereto as Exhibit "1".

SECTION 4: An appropriation from the Public Art Fund in the amount of one hundred thousand (\$100,000) dollars is hereby authorized.

SECTION 5: The appropriate City officials are hereby authorized to add additional funds in the amount of \$4,250 to the existing PO encumbrance to pay invoices for April and May 2017.

SECTION 6: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this day of , 2017.

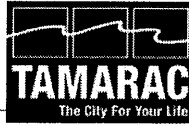
HARRY DRESSLER,
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
approved this RESOLUTION as to
form.

SAMUEL S. GOREN,
CITY ATTORNEY



**AGREEMENT AMENDMENT #1
BETWEEN THE CITY OF TAMARAC
AND
GADSON & RAVITZ, LLC**

THIS AGREEMENT AMENDMENT is made and entered into this ____ day of ____ by and between the City of Tamarac, a municipal corporation, with principal offices located at 7525 NW 88th Avenue, Tamarac FL 33321 (CITY), and Gadson and Ravitz, LLC, a Florida Limited Liability corporation with principal offices located at 11831 Highland Place, Coral Springs, Florida 33071 (the "Consultant") who agree to amend the original Agreement dated May 27, 2015 to provide for Public Art Program Administration of the City of Tamarac Public Art Program.

1. The City and Consultant hereby agree to exercise the first two (2) year renewal option as provided under Section 4 "Term of Agreement" of the original Agreement dated May 27, 2015 to extend the Term of the Agreement through May 26, 2019.

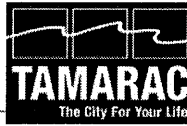
* * *

2. Amend Section 5 "Contract Sum" to now read as follows:

- 5) Contract Sum & Hourly Rates

The Consultant agrees to provide services at an hourly rate of \$50.00 for a not to exceed Contract Sum of One Hundred Thousand Dollars and No cents (\$100,000.00), which shall include all travel and estimated reimbursable expenses associated with the performance of the Contract. Consultant shall present to City a quotation estimate detailing tasks and commensurate hours worked on each project.

Remainder of Page Intentionally Blank



CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
COUNTY OF BROWARD :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Beth Ravitz, Manager, of Gadson & Ravitz, LLC, a Florida Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of 3RD APRIL, 2017.



Signature of Notary Public
State of Florida at Large

RICHARD FLUSBERG

Print, Type or Stamp
Name of Notary Public

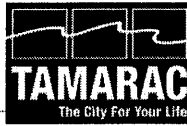


Personally known to me or
Produced Identification

Type of I.D. Produced



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



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, signing by and through its Owner duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
Interim City Clerk

Date:

Date

Approved as to form and legal sufficiency:

Sam Goren

ATTEST:

N/A

(Corporate Secretary)**GADSON & RAVITZ, LLC**

Company Name

Signature of Manager**Beth Ravitz**

Manager

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Date

4-3-17

CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R-2015 - 45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSAL #15-14R, AND EXECUTION OF AN AGREEMENT TO PROVIDE PUBLIC ART PROGRAM ADMINISTRATOR SERVICES FOR A CONTRACT TERM OF TWO YEARS TO GADSON AND RAVITZ, LLC IN THE AMOUNT OF \$61,900, AUTHORIZING AN APPROPRIATION OF \$61,900 FROM THE PUBLIC ART FUND; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to encourage and promote public art within the City; and

WHEREAS, the City has had a public art program since 2004 funded by and through a public art fee generated from construction value of improvements to real property in the City; and

WHEREAS, the public art program has proven to be a tremendous success and is responsible for significant art sculptures and art pieces displayed throughout the City; and

WHEREAS, the program continues to require the administration by an art professional with distinct experience, capable of facilitating and directing the public art committee and administering the public art program; and

WHEREAS, in an effort to solicit a public art professional, City staff developed a Request for Proposal (RFP) #15-14R that was formally advertised on the City's web-site and in the South Florida Sun Sentinel on March 8, 2015, a copy of which is included herein as Exhibit "1" (attached hereto, incorporated herein, and made a specific part thereof); and

WHEREAS, the City received responses from two (2) firms who responded to RFP #15-1R which closed on April 1, 2015 who are as follows:

- Gadson & Ravitz, LLC
- Laura Atria, Independent Contractor; and

WHEREAS, the Evaluation Committee facilitated by the Purchasing and Contracts Manager, and comprised of the Director of Community Development, the Assistant Director of Parks and Recreation Department, the Operations Manager of the Public Services Department Public Works Division, and the Grants Administrator of the Financial Services Department reviewed both proposals and invited both firms to provide oral presentations to the Committee on April 21, 2015; and

WHEREAS, the Evaluation Committee ranked the proposal submitted by Gadson Ravitz, LLC as the highest ranked response, a copy of said response is included herein as Exhibit "2" (attached hereto, incorporated herein, and made a specific part thereof), with a synopsis of all rankings included herein as Exhibit "3" (attached hereto, incorporated herein, and made a specific part thereof); and

WHEREAS, negotiations have been completed with Gadson Ravitz, LLC; and

WHEREAS, City staff and Gadson Ravitz, LLC. have agreed upon a contract price of \$61,900 for a contract term of two years for the project with pricing provided for additional optional services if required in the future; and

WHEREAS, an appropriation of \$61,900 will be required to fund this agreement and will be paid for entirely from the Public Art Fund; and

WHEREAS, it is the recommendation of the Evaluation Committee and the Purchasing and Contracts Manager to award RFP #15-14R to Gadson & Ravitz, LLC to serve as the City's Public Art Program Administrator for a contract price of \$61,900 for a contract term of two years; and

WHEREAS, it is recommended that the appropriate City Officials execute an Agreement with Gadson & Ravitz, LLC for a contract term of two years; and

WHEREAS, it is recommended that the City Manager be authorized to exercise the right to renew the contract for up to two (2) additional two (2) year periods; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to award RFP #15-14R to Gadson & Ravitz, LLC to serve as the City's Public Art Program Administrator for a contract price of \$61,900; a copy of said Agreement is included herein as Exhibit "4" (attached hereto, incorporated herein, and made a specific part thereof).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof; all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: the award of RFP #15-14R to Gadson & Ravitz, LLC is hereby approved.

SECTION 3: The appropriate City officials are hereby authorized to execute an Agreement with Gadson & Ravitz, LLC. to serve as the City's Public Art Program Administrator for a contract price of \$61,900 for a term of two years and authorizing the City Manager to exercise renewal options for up to two additional two year periods, a copy of said Agreement is attached hereto as Exhibit "4".

SECTION 4: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 27 day of May, 2015.



HARRY DRESSLER, MAYOR

ATTEST:



PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER

DIST 1: VICE MAYOR BUSHNELL

DIST 2: COMM. GOMEZ

DIST 3: COMM. GLASSER

DIST 4: COMM. PLACKO

yes
yes
yes
yes
yes

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM



SAMUEL S. GOREN
CITY ATTORNEY

**PURCHASING AND
CONTRACTS DIVISION**

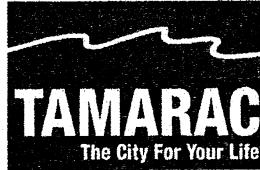


Exhibit 1

March 8, 2015

RFP NO. 15-14R

**REQUEST FOR PROPOSALS
RFP 15-14R**

ALL QUALIFIED PROPOSERS:

Sealed Proposals, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **2:00 PM local time, Wednesday, April 1, 2015.**

PUBLIC ART PROGRAM ADMINISTRATOR

The City of Tamarac seeks to identify a firm with proven experience Administering Public Art programs to perform these services on behalf of the City Community Development Department.

Sealed Proposals must be received and time stamped in the Purchasing Office, either by mail or hand delivery, **on or before the date and time referenced above.** Any Proposals received **after** 3:00 p.m. on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer. Official time will be measured by the time stamp in the Purchasing Office.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City.

Proposal documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org>. For inquiries, contact the Purchasing Office at (954) 597-3570.

Keith K. Glatz, CPPO
Purchasing and Contracts Manager

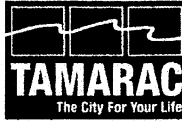
Publish Sun-Sentinel: Sunday, March 8, 2015

"Committed to Excellence...Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER

**REQUEST FOR PROPOSALS****RFP 15-14R****PUBLIC ART PROGRAM ADMINISTRATOR**

Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

I. INTRODUCTION

The City of Tamarac seeks to identify a firm with proven experience Administering Public Art programs to perform these services on behalf of the City Community Development Department.

II. INFORMATION

For information pertaining to this Request for Proposals (RFP), contact Purchasing at (954) 597-3570. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

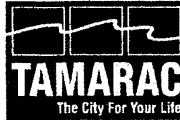
It is preferred that all questions be submitted in writing, either via fax or email. Fax questions to (954) 597-3565 or email to purchasing@tamarac.org.

III. SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued	March 8, 2015
Deadline for Written Questions	March 18, 2015
Deadline for Receipt of Proposals	April 1, 2015
Evaluation of Proposals	April 2 – 20, 2015
Presentations by Short-listed Proposers (if applicable)	April 20, 2015
Final Ranking of Firms	April 21, 2015
Anticipated Award by Commission	May 27, 2015

All dates are tentative. City reserves the right to change scheduled dates.



IV. INSTRUCTIONS TO OFFERORS & STANDARD TERMS AND CONDITIONS

RFP 15-14R

INTRODUCTION

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

1. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or

irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

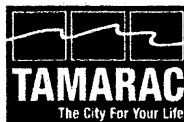
2. DEFINED TERMS

Terms used in these Instructions to Offerors are defined as follows:

- 2.1 "Offeror" - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.
- 2.2 "Proposer" - one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.
- 2.3 "Successful Offeror" - the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.
- 2.4 "City" - the City of Tamarac, a municipal corporation of the State of Florida.
- 2.5 "Proposal Documents" - the Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- 2.6 "Contractor" - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

3. SPECIAL CONDITIONS

Where there appears to be variances or



conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this proposal, the Special Conditions and/or the Scope of Work shall prevail.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work; must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Purchasing and Contracts Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

4.2. The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

5. OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS

5.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

5.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

6. INTERPRETATIONS AND ADDENDA

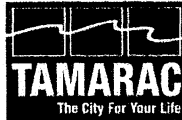
If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications contain errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request to the Purchasing Office for interpretation or clarification. Such request must reference RFP name and number, and should be received by the Purchasing Office at least ten (10) calendar days prior to the Proposal opening date. Questions received less than ten (10) calendar days prior to the Proposal opening may not be answered. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum transmitted via either fax or email to all parties recorded by the Purchasing Office as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

7. COSTS AND COMPENSATION

7.1. Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.

7.2. All costs and compensation shall remain firm and fixed for acceptance for 60 calendar days after the day of the Proposal opening.

7.3. The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the



solicitation.

8. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Offeror to submit this document may be cause for rejection of the Proposal.

9. PUBLIC ENTITY CRIMES

In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

10. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

11. PERFORMANCE BONDS AND INSURANCE

Upon award of a contract, the Successful Offeror, as required within the scope of the solicitation, may be required to submit performance bonds and/or payment bonds. Offeror shall provide certificates of insurance in the manner, form and amount(s) specified.

12. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

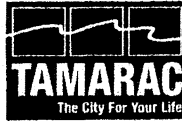
The following is a summary of documents required to be submitted for this proposal. Failure to include a technical proposal, cost proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may

result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business **should** accompany the Proposal; but **must** be provided within three (3) business days of the City's request to be considered responsive.

- 12.1 Technical Proposal & Work Plan
- 12.2 Cost Proposal (See "Proposal Form" herein)
- 12.3 Project schedule which includes a breakdown of estimated hours to be worked by each of your project team members
- 12.4 Certification Forms
- 12.5 Certified Resolution Form (or firm's own Corporate Resolution)
- 12.6 Offeror's Qualifications Statement Form & References
- 12.7 Vendor Drug Free Workplace Form
- 12.8 Non-Collusive Affidavit Form
- 12.9 Proof of applicable insurance.
- 12.10 Listing of any Sub-consultants or Subcontractors to be utilized.
- 12.11 The City reserves the right to request the most recently completed **audited financial statement, or other approved documentation** to verify financial viability.

13. SUBMISSION OF PROPOSALS

- 13.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror should be initialed.
- 13.2 All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 13.3 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the firm in matters of this nature. The address and telephone number for any communications regarding the Proposal must be included.
- 13.4 Proposals shall contain an acknowledgment of receipt of all addenda
- 13.5 Proposals by corporations must be



executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.

- 13.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 13.7 Proposals shall be submitted to the Purchasing Office on or before the time indicated in the Request for Proposals. Proposals shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope should be clearly marked on the exterior with the applicable solicitation name and number. The envelope should state the name and address of the Offeror and should include all documents as specified in the Request for Proposals. Purchasing and Contracts Division staff is not responsible for the premature opening of a Proposal that is not properly addressed and identified.
- 13.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).
- 13.9 All Proposals received from Offerors in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
- 13.10 The Proposer preparing a submittal

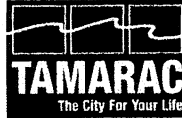
in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

14. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 14.1 Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing Office at any time **prior** to the deadline for submitting Proposals. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. No Proposal may be withdrawn or modified after the date of proposal opening has passed.
- 14.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

15. REJECTION OF PROPOSALS

- 15.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving



price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

- 15.2 City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest of to make an award to that Offeror, whether because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

16. QUALIFICATIONS OF PROPOSERS

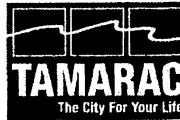
- 16.1 Each Offeror shall complete the Offeror's Qualifications Statement and submit the form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.
- 16.2 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.
- 16.3 No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible for unreliable by City. City will be the sole judge of said determination.
- 16.4 City reserves the right to make a pre-award inspection of the Offeror's

facilities and equipment prior to award of Contract.

- 16.5 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

17. INSURANCE

- 17.1 Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Offeror, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- 17.2 Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement. Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.
- 17.3 Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any Sub-Offeror to obtain or maintain such insurance.
- 17.4 The following are required types and minimum limits of insurance coverage, which the Offeror agrees to maintain during the term of this contract:



Line	of	Occurrence	Aggregate
Business/ Coverage			
Commercial		\$1,000,000	\$1,000,000
General Liability			

Including:
Premises/Operations
Contractual Liability
Personal Injury
Explosion, Collapse, Underground Hazard

Products/Completed Operations
Broad Form Property Damage
Cross Liability and Severability of Interest
Clause

Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation & Employer's Liability	Statutory	

- 17.5 The City reserves the right to require higher limits depending upon the scope of work under this Agreement.
- 17.6 Neither Offeror nor any Sub-Offeror shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Offeror will ensure that all Sub-Offerors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.
- 17.7 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.
- 17.8 The Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Offeror's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.
- 17.9 The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a bond to cover the full amount of the deductible or self-insured retention.
- 17.10 Professional Liability Coverage. The

Offeror is requested to provide professional services under this Agreement. The Offeror must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable only for Professional Liability.

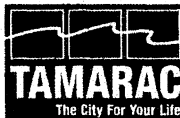
- 17.11 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

18. INDEMNIFICATION

18.1 GENERAL INDEMNIFICATION:

Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.

- 18.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.



18.3 The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

18.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

19 INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as

creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20

DELIVERIES

Any item requiring delivery by the Offeror or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

21.

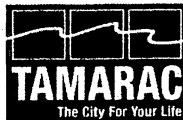
NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor/Consultant and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Artist will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Artist and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Artist further agrees that he/she will ensure that Sub-all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

22.

PERFORMANCE

Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform.



The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

23. TERMINATION FOR CAUSE AND DEFAULT

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Successful Offeror neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by of written notice of such neglect or failure.

24. TERMINATION FOR CONVENIENCE OF CITY

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Offeror for such termination in which event the Successful Offeror shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall indemnify the city against loss pertaining to this termination.

25. FUNDING OUT

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

26. AUDIT RIGHTS

City reserves the right to audit the records of Successful Offeror, relating to this contract, at any time during the term of the Contract, and for a period of three (3) years after completion of contract. If required by City, Successful Offeror shall agree to submit to an audit by an independent Certified Public Accountant selected by City. Successful Offeror shall allow City to examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the Contract.

27. ASSIGNMENT

27.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval.

27.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Offeror shall thereupon cease and terminate.

28. EMPLOYEES

Employees of the successful Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

29. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

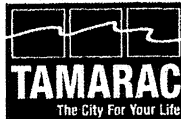
30. RECORDS/AUDITS

30.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

30.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

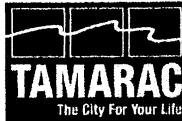
30.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

30.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and



- 30.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 30.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.
- 30.3 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.
31. **GOVERNING LAW:**
The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.
32. **STANDARD AGREEMENT DOCUMENT**
The City may attach as a part of this solicitation, a Sample Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Sample Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Sample Agreement document at the time of bid submission.
33. **UNBALANCED PROPOSAL PRICING**
When a unit price proposed has variable or estimated quantities, and the proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.
34. **INFORMATION REQUESTS AFTER DUE DATE**
Following a recommendation for award, Proposers may download the evaluation results directly from the Internet at <http://www.tamarac.org/index.aspx?NID=317>.
Pursuant to Florida Statute Chapter 119, Section 7(m), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3)(a), or within 10 days after bid/proposal opening, whichever is earlier.
35. **BUDGETARY CONSTRAINTS**
In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

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V. STATEMENT OF WORK

General Background

The City of Tamarac seeks to identify firms with qualified experience providing Public Art Program Administration per the requirements shown herein.

The City of Tamarac, incorporated in 1963, covers approximately twelve (12) square miles and is located in central Broward County. The municipal limits stretch east to west from just west of Powerline Road near I-95, to the Sawgrass Expressway, and generally north to south from Southgate Boulevard to Commercial Boulevard. The 2010 population estimate was 60,427. With convenient access to Florida's Turnpike, Sawgrass Expressway, and other major thoroughfares as Commercial Boulevard and University Drive, Tamarac has evolved from a retirement community into a place thriving with diversified economic, residential, and recreational activities and opportunities.

Tamarac established a Public Art Committee in 2007. The Committee is responsible for the determination of appropriate public artworks to be placed throughout the community. Funding for the public art program is derived from a 1% surcharge placed on building permit fees issued by the City per established ordinance. The Committee has already been responsible for issuing "Calls to Artists" to provide public art in designated locations. Since 2007, the City has commissioned and placed six (6) pieces at City facilities and Parks. In addition, several projects have been included in the City's Capital Improvement Program for immediate implementation, while at least three (3) other pieces are currently being negotiated or under contract.

The City originally retained a Program Administrator in 2013. The new Administrator shall assume the functions enumerated in this Statement of Work for a period of two (2) years, with two (2) additional two (2) year options to renew subject to successful performance by the Administrator.

A. REQUESTED TASKS & DELIVERABLES

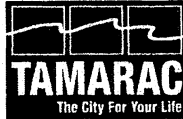
1. Existing Information

Review the existing Public Art Master Plan and make recommendations as to additions and deletions to ensure a complete updated Public Art Master Plan.

Note: The existing Public Art Master Plan, and the Public Art Policies and Guidelines are available to be downloaded for no charge at <http://www.tamarac.org/bids.aspx>.

2. Information Gathering

- a. Identify constraints and any associated barriers that may hinder the maintenance and management of the City's public art pieces.
- b. Make recommendations for the maintenance and management of the City's



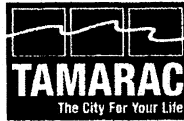
public art pieces including but not limited to cataloguing, overseeing appraisals and ensuring proper conservation.

3. Public Art Policy

- a. Partner with the Public Information Office and the Public Art Committee to develop a program brochure that will not only increase the community's involvement in the program but also expand the current audience. The Program Administrator shall be responsible to design the brochure and shall provide all written content.
- b. Hold at least one community meeting while working together with the Public Information Office and Public Art Committee.
- c. Develop, design and provide all written content for an internet page for the program on the City's website in order to increase awareness through the use of social media.
- d. Oversee and coordinate the installation of at least 2 public art projects on an annual basis from developing and advertising the initial Call to Artists to working with City staff and the artist(s) to install the artwork. The work must be done in keeping with the Policies and Guidelines of the Public Art Master Plan.

4. Program Management:

- a. Act as a staff liaison to both the Public Art and Selection Committee. Duties include but are not limited to the following:
 - Attend monthly Public Art Committee meetings, community meetings and City Commission meetings and workshops where projects are being discussed.
 - Assist in the coordination of monthly Public Art Committee meetings to include the preparation of agendas, Power Point presentations, and minutes.
 - Drafting City Commission Agenda items related to policy, budget, selection of artwork, and other items that impact the City's Public Art Program.
 - Provide presentations regarding Agenda items to the Tamarac City Commission, the Public Art Committee or the general public related to the Public Art Program, or related to specific art pieces.
 - Author and prepare Statements of Work and specifications for art-related projects. Provide written drafts of bids, proposals, calls to



artists and agreements with artists. Such efforts shall be coordinated with the City's Purchasing and Contracts Manager to maintain consistency with the City's policies, procedures and ordinances, which will be provided to Consultant after award.

- Consult with City Departments regarding the integration of public art into capital and construction projects managed by the City, including recommendations of design, development of language for bids and other related tasks managed by the City.

5. Budget:

- a. Draft a five year budget for the Public Art Program and present to the Public Art Committee for adoption. Fiscal dates shall be provided by the Public Art Committee.

B. SCHEDULE

The successful Proposer must complete this project within the first two (2) year period of the Agreement commencing from the City's Notice to Proceed. Proposer shall provide the City with a schedule of deliverables to ensure the city's project can be completed within a timely manner.

VI. QUALIFICATIONS OF PROPOSERS

The successful Proposer shall have demonstrated experience in administration of a Public Art Program and meet the following criteria:

A. HISTORY

Successful Proposer shall have a history of continuous, stable operation in administering a public art program for a minimum of three (3) years prior to the submittal date of this proposal.

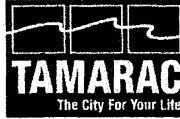
B. EXPERIENCE

Successful Proposer shall also have extensive experience working with the public sector.

VII. PROPOSAL REQUIREMENTS

Proposers should submit one (1) original proposal and seven (7) copies, and respond to each of the following items as clearly as possible:

1. Provide a brief but complete history of your company that includes any and all recent experience within the State of Florida.
2. Include resumes of key personnel who will actually be assigned to the project and



descriptions of each of their roles shall be included. Please note: The City expects the personnel listed in the Proposal to be those who will actually perform the work. No substitutions shall be permitted except in the most serious circumstances.

3. A list of at least three (3) similar projects performed during the last five years which shall include the following information:
 - a. Name of the entity for which the work was performed;
 - b. Brief description of the scope of the project;
 - c. Initial estimate of the project cost (that is, the estimate prior to the bid);
 - d. Amount of initial contract award;
 - e. Total number and source of change orders to the contract;
 - f. Total value of change orders for the project;
 - g. Total value of the project.
 - h. Name of contact person and their current telephone number who can knowledgeably discuss your firm's role and performance in the project. **Note:** references and phone numbers that are out of date, missing, or not available may be considered non-responsive.
4. Financial statements for your firm's past three (3) years of operation may be requested.
5. Any other information that is relevant to properly evaluating your firm's qualifications.

VI. PROPOSAL SELECTION

The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer, who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents.

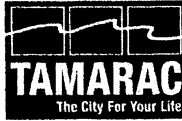
Price shall not be the sole determining factor for selection, as indicated in the following section.

VII. EVALUATION OF PROPOSALS

A. EVALUATION METHOD AND CRITERIA

An Evaluation and Selection Committee has been appointed by the City Manager and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Evaluation and Selection Committee.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete



and favorable terms which Proposers are capable of offering to the City.

After presentations, firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of Tamarac.

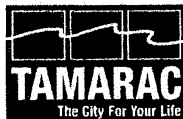
The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the City arising from such negotiations.

The City's evaluation criteria may include, but shall not be limited to, the following:

1. Compliance with Request for Proposals [Mandatory]. This refers to the adherence to all conditions and requirements of the Request for Proposals.
2. Background, education and experience of the firm's staff members who will be assigned to the project; Ability of the consultant to provide all of the expertise necessary to successfully complete the work.
3. Availability of the proposed staff members; current projected work load of consultant; ability to provide on-site time for meetings, training and cooperative review of work products.
4. Knowledge of and approach to the proposed work; ability to suggest and apply new technologies or innovative approaches that may either reduce project costs and time frame, or improve the quality of the work products.
4. Proposer team work history.
5. Cost/Price: This refers to the proposed contract fee and reimbursement expense budget. (Please note that price is only one factor for consideration of award).
 - a. The offeror shall propose a not-to-exceed amount for complete execution of this project as detailed in the Specifications or Statement of Work herein.
 - b. If proposing costs which may include alternate programs or services not covered in the base bid pricing, the offeror when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

These weighted criteria are provided to assist the Offerors in the allocation of their time and efforts during the submission process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of Offerors by establishing a general framework for those deliberations.

Offerors are cautioned to make no assumptions concerning ranking or short-listing unless their proposal has been evaluated as being responsive. Additional information may be



required during the review and selection process to clarify the information contained in

Offeror's submittal: Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for Request for Proposals unless clearly and specifically noted in the submitted proposal and confirmed in the contract between the City of Tamarac and the selected firm.

B. ACCEPTABILITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

1. Acceptable;
2. Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
3. Unacceptable.

C. AWARD OF AGREEMENT

Award shall be made by the City to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth herein below. The City of Tamarac reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the best interest of the City.

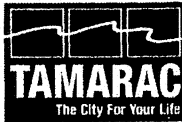
D. WEIGHTED CRITERIA

Points will be assigned to each proposal based on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
1. Compliance with Request for Proposal (Mandatory)	N/A
2. Background, Education & Experience of Firm	<u>25 points</u>
3. Availability of the Proposed Staff Members	<u>20 points</u>
4. Knowledge of and Proposed Approach	<u>20 points</u>
5. Consultant Teamwork History	<u>25 points</u>
6. Cost/Price	<u>10 points</u>

These weighted criteria are provided to assist Proposers in the allocation of their time and efforts during the proposal preparation process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations.

Once the Proposals are evaluated, a "short-list" may be selected to make presentations to the Evaluation and Selection Committee, prior to a recommendation for award.



E. DISCUSSIONS & PRESENTATIONS

The short-listed Proposers may be requested to make presentations to the Committee. The City may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon the City's request.

All Proposers are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the City.

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process.

F. RIGHT TO REJECT PROPOSALS

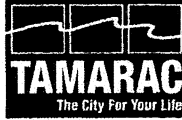
To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions, unauthorized alterations, or irregularities of any kind.

City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

VIII. PROPOSAL COPIES

Return One (1) Original and Seven (7) copies in an envelope marked with your firm's name and "RFP 15-14R. **"Public Art Program Administrator"** to the City of Tamarac, Purchasing & Contracts Division, 7525 NW 88th Avenue, Tamarac, Florida 33321, attention: Keith K. Glatz, CPPO, FCPM, Purchasing & Contracts Division. Any addenda become part of this Request of Proposal and the resulting agreement. The Proposal Form included herein should be signed by an authorized company representative, dated and returned with the Proposal.

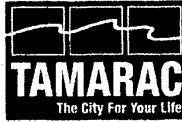
No negotiations, decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications that are issued in writing from the Purchasing & Contracts Division may be considered as a duly



authorized expression. Also, only communications from Proposers that are signed in and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

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**PROPOSAL FORM****RFP 15-14R****PUBLIC ART PROGRAM ADMINISTRATOR****PROPOSAL PRICE**

Public Art Program Administrator Services for a period of two (2) years.

Lump Sum Two (2) Year Cost (Not to Exceed price based on hourly rates and estimated number of hours per month):

\$ _____

Total Cost per Hour (Not to Exceed):

\$ _____

Estimated Number of Hours per month

Estimated Reimbursable Expenses per month

\$ _____

SUBMITTED BY:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

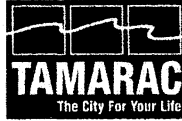
Telephone: _____ Fax: _____

Email: _____

NOTE: To be considered eligible for award, one (1) original copy of this proposal form must be submitted with the Proposal.

NO BID INDICATION (IF "NO BID" IS OFFERED):

Please indicate reason(s) why a Proposal is not being submitted at this time.



COMPANY NAME: (Please Print): _____

Phone: _____ Fax: _____

BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU...

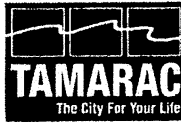
- ☐ 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
- ☐ 2. Provide a **Technical Proposal and Work Plan**.
- ☐ 3. Include a **Cost Proposal** (See Proposal Form).
- ☐ 4. Include your **Project Schedule** which includes a breakdown of estimated hours to be worked by each of your project team members
- ☐ 5. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- ☐ 6. Sign the **Certification** page. **Failure to do so will result in your Bid being deemed non-responsive.**
- ☐ 7. Fill out the **Offeror's Qualification Statement and Reference Form**.
- ☐ 8. Sign the **Vendor Drug Free Workplace Form**.
- ☐ 9. Fill out the **List of Sub-consultants or Subcontractors**, if applicable.
- ☐ 10. Fill out and sign the **Certified Resolution**.
- ☐ 11. Include all necessary **Financial Statements** requested.
- ☐ 12. **Include proof of insurance.**
- ☐ 13. Provide **any additional documentation requested** within the Proposal Document.
- ☐ 14. **Submit ONE (1) Original AND the number of copies requested in the Proposal Instructions. Clearly mark the sealed container with the PROPOSAL NUMBER AND PROPOSAL NAME on the outside of the package.**

Make sure your Proposal is submitted PRIOR to the deadline.

Late Proposals will not be accepted.

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL.



REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name

Address

City State Zip

Phone/Fax

E-mail

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

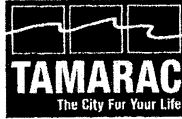
Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

**CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals.

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☐

If "Other", Explain: _____

Authorized Signature

Company Name

Typed/Printed Name

Address

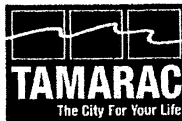
Telephone

City, State, ZIP

Fax

Federal Tax ID Number

Email address for above signer (if any)

**CERTIFIED RESOLUTION**

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this ____ day of _____, 20__.

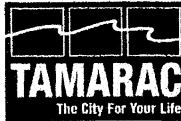
(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.



OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Tamarac
Purchasing and Contracts Manager
7525 NW 88th Avenue
Tamarac, Florida 33321

Check One

Submitted By: _____
Name: _____
Address: _____
City, State, Zip _____
Telephone No. _____
Fax No. _____

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Other

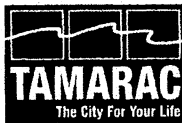
State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____

The address of the principal place of business is: _____

1. If Offeror is a corporation, answer the following:

- a) Date of Incorporation: _____
- b) State of Incorporation: _____
- c) President's name: _____
- d) Vice President's name: _____
- e) Secretary's name: _____
- f) Treasurer's name: _____
- g) Name and address of Resident Agent: _____



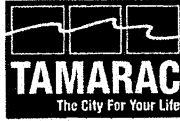
2. If Offeror is an individual or a partnership, answer the following:
 - h) Date of organization: _____
 - i) Name, address and ownership units of all partners:

 - j) State whether general or limited partnership: _____
3. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

4. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
5. How many years has your organization been in business under its present business name?
 - a) Under what other former names has your organization operated?

6. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

7. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).



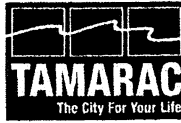
8. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

9. State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:

10. Bank References:

Bank	Address	Telephone

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The Offeror acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Offeror to be true. The discovery of any omission or misstatement that materially affects the Offeror's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

Signature

ACKNOWLEDGEMENT

OFFEROR'S QUALIFICATION STATEMENT

State of _____

County of _____

On this the _____ day of _____, 20____, before me,
the undersigned Notary Public of the State of Florida, personally appeared

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

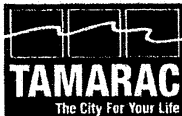
NOTARY PUBLIC, STATE OF FLORIDA

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

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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

**NON-COLLUSIVE AFFIDAVIT**

State of _____)
)ss.
County of _____)

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror 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 Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal 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 Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

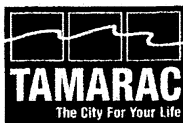
Witness

Witness

By _____

Printed Name

Title



ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

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

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

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

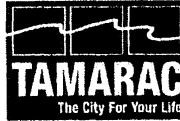
SEAL OF OFFICE:

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

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath



VENDOR DRUG-FREE WORKPLACE

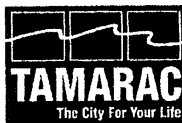
Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name



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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
to the City of Tamarac for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Federal Employer Identification Number (FEIN) _____

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

3. My name is _____
(Print name of individual signing)

My relationship to the entity named above is _____

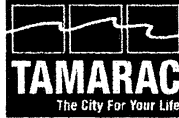
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any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

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

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

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The owner by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



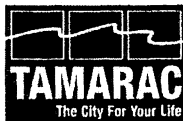
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts led by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
- ☐ 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 were charged with and convicted of a public entity crime after July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.
- ☐ The entity submitting this sworn statement, or one of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or the 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 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 (ONE) ABOVE, IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)



ACKNOWLEDGMENT

State of Florida

County of _____

On this the ____ day of _____, 20__, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and

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

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

WITNESS my hand

and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

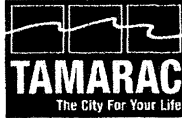
SEAL OF OFFICE:

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

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath



**SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and _____, a _____ corporation with principal offices located at _____ (the "Consultant").

WHEREAS, the City intends to develop a master plan relating to public art for the City of Tamarac, and,

WHEREAS, the City requires certain professional services in connection with Public Art Master Planning Services and,

WHEREAS, the Consultant represents that it is capable and prepared to provide such services:

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1) The Contract Documents

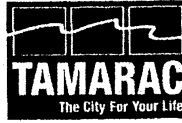
The contract documents shall consist of this Agreement, Request for Proposal 15-14R, "Public Art Program Administrator" issued March 8, 2015, including all conditions therein, (including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within the document), any and all addenda, Proposal executed and submitted by the Consultant, specifications, bond(s), (if applicable), and insurance certificate(s), the City Resolution awarding the project, and all modifications issued after execution of this Agreement. These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

2.1. The Consultant shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Consultant shall furnish all labor, materials, and equipment necessary to provide Public Art Program Administration.

2.1.2 The Consultant shall perform the services in accordance with the provisions contained in Request for Proposal #15-14R, "Public Art Program Administrator" as specifically stated in the proposal and incorporated herein as well as the response to the proposal included herein, all of which are incorporated herein as if set forth in full.



Additional scope of work may be specifically designated and additionally authorized by the City. Such additional authorizations will be in the form of a Purchase Order or written Change Order. Each Purchase Order or written Change Order shall set forth a specific scope of services, the amount of compensation and the required completion date. In the event of conflict, this Agreement shall govern, followed in precedence by Request for Proposal #15-14R, "Public Art Master Program Administrator" and Consultant's proposal response dated _____.

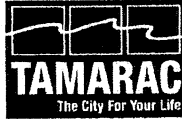
- 2.1.3** Consultant shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Consultant, its employees, agents or sub-consultants, if any, with respect to the work and services described herein.

3) Insurance

- a. Consultant shall obtain at Consultant's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Consultant shall maintain such insurance in full force and effect during the life of this Agreement. Consultant shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Consultant will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- b. Consultant shall indemnify and hold the City harmless for any damages resulting from failure of the Consultant to take out and maintain such insurance. Consultant's Liability Insurance policies shall be endorsed to add the City as an additional insured. Consultant shall be responsible for payment of all deductibles and self-insurance retentions on Consultant's Liability Insurance policies.

4) Schedule

The work to be performed under this Agreement shall be commenced after City execution of this Agreement, and subsequent Notice to Proceed. The work shall be completed no later than eighteen (18) months after issuance of the Notice to Proceed by the City.



5) Contract Sum

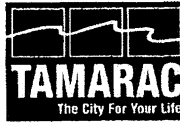
The Contract Sum for the above work is Dollars and cents ().

6) Payments

The City shall pay in full the Contract Sum to the Consultant upon completion of the work listed in Paragraph 2 of this Agreement unless the parties agree otherwise. The City shall pay the Consultant for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Indemnification

- i. GENERAL INDEMNIFICATION: Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.
- ii. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- iii. The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.



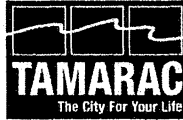
- iv. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.
- v. The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

8) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor/Consultant and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Artist will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Artist and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Artist further agrees that he/she will ensure that Sub-all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Consultant is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Consultant shall retain sole and



absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Consultant and the City and the City will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

10) Assignment and Subcontracting

Consultant shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

11) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

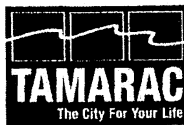
With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONSULTANT

12) Termination

12.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the

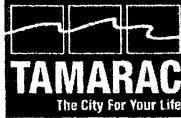


Consultant for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the city against loss pertaining to this termination.

- 12.2 Default by Consultant:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.

13) Records/Audits

- 13.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- 13.1.1** Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - 13.1.2** Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - 13.1.3** Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - 13.1.4** Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 13.2** The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including Article 12, "Termination" of this Agreement.
- 13.3** During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of



account, reports and records relating to this contract.

14) Uncontrollable Forces

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

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

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

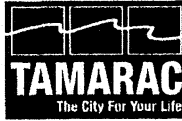
16) Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

17) Truth in Negotiation Certification

17.1 Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

17.2 The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to



inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

18) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

19) Signatory Authority

The Consultant shall provide the City with copies of requisite documentation evidencing that the signatory for Consultant has the authority to enter into this Agreement.

20) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21) Merger; Amendment

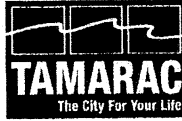
This Agreement constitutes the entire Agreement between the Consultant and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the City.

22) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

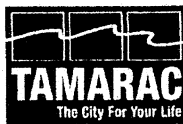
23) Budgetary Constraints

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for



the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

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City of Tamarac

Purchasing & Contracts Division

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date:

Approved as to form and legal sufficiency:

Date

Sam Goren

ATTEST:

Company Name

(Corporate Secretary)

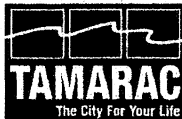
Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date



CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
COUNTY OF _____ :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgments, personally appeared
_____, of _____,
a _____ Corporation, to me known to be the person(s) described in and
who executed the foregoing instrument and acknowledged before me that he/she executed
the same.

WITNESS my hand and official seal this _____ day of _____, 20____.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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

COMPANY NAME: (Please Print): Gadson & Ravitz, LLC

Phone: G: (954) 822 5425 R: (954) 701-2118 Fax: NA

BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU...

- ☒ 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
- ☒ 2. Provide a **Technical Proposal and Work Plan**.
- ☒ 3. Include a **Cost Proposal** (See Proposal Form).
- ☒ 4. Include your **Project Schedule** which includes a breakdown of estimated hours to be worked by each of your project team members
- ☒ 5. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- ☒ 6. Sign the **Certification** page. **Failure to do so will result in your Bid being deemed non-responsive.**
- ☒ 7. Fill out the **Offeror's Qualification Statement** and **Reference Form**.
- ☒ 8. Sign the **Vendor Drug Free Workplace Form**.
- ☒ 9. Fill out the **List of Sub-consultants or Subcontractors**, if applicable.
- ☒ 10. Fill out and sign the **Certified Resolution**.
- ☒ 11. Include all necessary **Financial Statements** requested.
- ☒ 12. **Include proof of insurance.**
- ☒ 13. Provide **any additional documentation requested** within the Proposal Document.
- ☒ 14. **Submit ONE (1) Original AND the number of copies requested in the Proposal Instructions. Clearly mark the sealed container with the PROPOSAL NUMBER AND PROPOSAL NAME on the outside of the package.**

Make sure your Proposal is submitted PRIOR to the deadline.

Late Proposals will not be accepted.

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL.

**Public Art Program Administrator
City of Tamarac
RFP 15-14R**



**George Gadson – georgegadson@gmail.com
Beth Ravitz- bethravitz@gmail.com
Public Art and Design Consultants
11831 Highland Place
Coral Springs, Florida 33071
954- 822- 5425 954-701-2118**

April 1, 2015

Submitted to:

Purchasing Office
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321

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TECHNICAL PROPOSAL AND WORK PLAN

Gadson & Ravitz, LLC History

With combined careers of nearly 50 years, the team of Gadson & Ravitz helped obtain public art ordinances, written master plans, chaired public art committees and consulted for several cities, as well as created over 30 public art projects. Additionally, they have created several integrated pieces in collaboration with engineers, architects, landscape architects and municipalities and as part of a Master Plan for Art in Public Places.

The team has strategically developed lasting partnerships with communities, businesses, developers, local government, influential designers and architectural firms.

Their diversity reflects the communities they serve and is expressed in the art they render. The team is knowledgeable and has facilitated artworks in public locations including but not limited to suspended ceiling sculptures, wall murals, free standing sculptures and terrazzo rustic terrazzo and lithocrete floor designs to name a few.

Since 2008, the team has operated as consultants and developed the Public Art Master Plan for the City of Lauderhill and was responsible for facilitating its implementation to date. The team created all Call to Artists for the Public Art placed throughout the City of Lauderhill. The relationships forged between Gadson and Ravitz amongst different departments in the City of Lauderhill for the past 8 years has led to the successful implementation of 16 public art projects. This is due to the team's ability to know and understand the "culture" of the city's government and the interconnectivity by meeting continuously with City Staff including but not limited to the City Manager, Deputy City Manager and staff, the City Commission, the Mayor, the city's attorney, and other departments throughout. They oversaw and coordinated the installation of public art projects from developing and advertising the initial Call to Artists to working with City Staff and the selected artist(s) to install the artwork.

Completed Public Art Projects in the City of Lauderhill Parks and buildings from 2008-2015:

- **Police Station-** Wall painting completed by Lauderhill Art Center Artists
- **Fire Station**

Gadson & Ravitz designed exterior space outside the city's Fire Station to serve as a memorial of the September 11, 2001 World Trade Center tragedy.

- **City Hall – National Call for artists for the following sites selected by Gadson & Ravitz from shop drawings:**
 - Suspended artwork for double height lobby
 - Artist designed terrazzo floor
 - Painted Mural for Curved City Commission dome
 - Wall Mural depicting the City of Lauderhill History
 - Lobby: Mosaic tile time capsule

Parks

- **Ilene Lieberman Botanical Garden-** (Gadson & Ravitz worked with local school children' to create art for the park gazebo, and designed and installed a rock wall mural for amphitheater wall) –Florida call to artists for the selection of the sculptor Mark Fuller, and provided project management services from design to installation of his sculpture.
- **Jackie Gleason Park** – Invitational call for artists for a wall mural paying tribute to Jackie Gleason. Gadson & Ravitz worked with Veterans Park Children's Camp to create tile imbedded in the sidewalk.
- **John Mullins Aquatic Center** – Gadson and Ravitz designed and created indoor lobby floor and an outdoor lithocrete (glass bead) floor.
- **Wally Efficers Park-** Stained glass tile mosaic mural on fountain, ceramic clay sculpture and tile wall mural.
- **Broward Estates Park-**Mosaic mural for amphitheater wall
- **Renaissance Park** –900 tiles created by children from the Boys and Girls Club and the YMCA were imbedded into the sidewalk surrounding the tot lot.
- **Veteran's Park-** Facilitated Call for Artist. Spearheaded the Public Art Committee for the selection of the artist Mark Fuller, and provided project management services from design to installation.

Community Centers

- **Sadkin Community Center-** Indoor and outdoor floors, children's art in lobby.
 - **Windemere Community Center** –Mural on exterior wall created by Lauderhill Art Center Artists.
- **Performing Art Center-**In progress: 5 calls for artists - Facilitated Call for Artists. Spearheaded the Public Art Committee for the selection of the artists.

Elements and Organizational Structure of the team

Administrative

- Gadson & Ravitz is a two person team, both sharing interchangeable roles and responsibilities ranging from administrative to project management. Both attend all meetings with clients, prospects, contractors, sub contractors, and project managers the majority of the time. One partner is available at all times.

Proposer's Approach

- Gadson & Ravitz has a proven track record with all of our clients and t for prompt service, customer satisfaction, and prompt complaint resolution.

Methodology

Our approach to fulfilling the Scope of Work begins with development of a work plan with due dates and deliverables. Once developed, a meeting will be scheduled with to review and make adjustment where appropriate. The team

will always be available via phone or email to respond to the city's need and to assure customer satisfactions. Our approach to challenges is to promptly respond, gather the facts and arrive at an immediate solution.

Other Consultancy

Public Art Consultancy

- **Broward County Cultural Corridor Project:** Evaluated art deficiencies in 3 adjacent cities to determine community needs and feasibility for innovative visual and performing art programs : Gadson & Ravitz

Contact Person: James Shermer, Grant Administrator
Broward County Cultural Division
100 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954-357-7502
Contract: \$30,000

- **City of Dania Beach Design Plan-** Created a design plan for a future Art and Antique District that incorporated use of historic building and placement of art throughout the city, creating a sense of place and a destination for art and antique enthusiasts (Gadson)

Contact Person: James Shermer, Grant Administrator
Broward County Cultural Division
100 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954-357-7502
Contract: \$30,000

Community of Liberia- Liberia Economic Services - Design Plan- Hollywood, FL:
Created a design plan for a community park, transforming it into a historical museum without walls that captured historical African American figures, making the park a fun education place to gather. (Gadson)

Contact Person: James Shermer, Grant Administrator
Broward County Cultural Division
100 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954-357-7502
Contract: \$30,000

- ***City of Wilton Manors: Design Plan*** developed for creating an amphitheatre for community gathering. (Gadson)

Contact Person: James Shermer, Grant Administrator
Broward County Cultural Division
100 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954-357-7502
Contract: \$30,000

Project Artist and Consultant:

- In collaboration with Glatting-Jackson/AECOM Landscape Architects & SITE specialists to create construction documents for various municipal projects and grants. Wrote Master Plans, designed and developed models, sketches, themes—determined art placement, fabricated and installed artwork.
 - City of Delray Beach, FL landscape/hardscape design, Community Redevelopment Agency (ongoing), Veteran's Park (2010), Old School Square Cultural Arts Expansion, (2010)
 - City of Boynton Beach, FL: Congress Avenue Park 2007-2009
 - City of Deerfield Beach, FL: Pioneer Cemetery entryway. 2006
 - City of Tamarac, FL: Southgate Linear Park. 2005 (all above: Ravitz)
- ***Chair:*** Public Art Committee for the city of Coral Springs for 7 years (Ravitz)
- ***Member:*** Broward Public Art and Design Committee (PAD) (Ravitz)
- ***Chair:*** Tamarac Public Art Committee for the City of Tamarac for 5 years (Gadson)
- ***Member:*** Broward County Public Art and Design committee- Pompano Beach Library Project (Gadson)

Project Task List and Work Plan

Task List for Work Plan

Existing Information

- Get an update on existing public art projects
- Review the existing Public Art Master Plan
- Make recommendations for additions or deletions with staff and PAC Members

Information Gathering

- Assess existing public art pieces
- Identify constraints/barriers to maintenance of art pieces
- Review existing procedures for cataloguing, overseeing appraisals and ensuring proper conservation.
- Establish a maintenance and management program for art pieces

Public Art Policy

Develop Public Art Map/Brochure

- Establish a planning meeting and implementation plan.
- Develop content to include text, photos and site map
- Presentation to PAC of Draft brochure
- Partner with the Public Information Office and the Public Art Committee to develop a program brochure/map that will not only increase the community's involvement in the program but also expand the current audience
- Hold one community meeting
- Establish meetings with staff to develop objective, schedules and clarify roles and responsibilities
- Work together with the Public Information Office and Public Art Committee to develop press release and promotions materials.

Develop design and content for the City's website

- Presentation to PAC Committee
- Graphic design and approvals

Facilitate Two Public Art Projects

- Create Draft Call to Artist
- Advertising Call to Artist through various distribution channels
- Prepare Review Book for Panel Review
- Prepare PowerPoint Slideshow
- Facilitate contracts with finalists
- Facilitate interviews with project finalists
- Correspondence with finalists
- Work closely with Public Information Office on Press Release

- Facilitate Engineering Review, Site Constructions Reviews
- Permitting
- Scheduling of deliver and installation of art work
- Planning Dedication Ceremony
- Preparing Cataloging and archiving information
- Care and Maintenance Plan

Program Management:

- Monthly Public Art Meeting
- Monthly Agenda and Material Prep
- City Commission/Community Meeting where artwork is discussed
- Work with Departments for consideration of integration art in to capital projects

Budget:

- Review Current Budget
- Draft Recommendations
- City Commission Report

The following is
based on a
total budget of
\$59,500

TIMELINE*
(Contingent upon execution of contract)

Work Plan

Existing Information

- Get an update on existing public art projects
- Review the existing Public Art Master Plan
- Make recommendations for additions or deletions with staff and PAC Members

Information Gathering

- Assess existing public art pieces
- Identify constraints/barriers to maintenance of art pieces
- Review existing procedures for cataloguing, overseeing appraisals and ensuring proper conservation.
- Establish a maintenance and management program for art pieces

Public Art Policy

Develop Public Art Map/Brochure

- Establish a planning meeting and implementation plan.
- Develop content to include text, photos and site map
- Presentation to PAC of Draft brochure
- Partner with the Public Information Office and the Public Art Committee to develop a program brochure/map that will not only increase the community's involvement in the program but also expand the current audience
- Hold one community meeting
- Establish meetings with staff to develop objective, schedules and clarify roles and responsibilities
- Work together with the Public Information Office and Public Art Committee to develop press release and promotions materials.

TOTAL BUDGET: \$59,500

June - August

August - October

October - December

**Based on a Two Year
Contract*

Work Plan, Continued

Develop design and content for the City's website

- Presentation to PAC Committee
- Graphic design and approvals

Facilitate Minimum of Two Public Art Projects

- Create Draft Call to Artists
- Advertise Call to Artists through various distribution channels
- Prepare Review Book for Panel Review
- Prepare PowerPoint Slideshow
- Facilitate contracts with finalists
- Facilitate interviews with project finalists
- Correspondence with finalists
- Work closely with Public Information Office on Press Release, City Newsletter
- Facilitate Engineering Review, Site Construction Reviews
- Permitting
- Scheduling of deliver and installation of art work
- Planning Dedication Ceremony
- Preparing Cataloging and archiving information
- Care and Maintenance Plan

Program Management:

- Monthly Public Art Meeting
- Monthly Agenda and Material Prep
- City Commission/Community Meeting where artwork is discussed
- Work with Departments for consideration of integrating art into capital projects

Budget:

Review Current Budget

Draft Recommendations

City Commission Report

TOTAL BUDGET: \$59,500

**August – October
(Updated on a continuous basis)**

**Full Two Years of the
Contract beginning in June
2015- May 2017 as needed.**

**Ongoing for full term of the
contract beginning in June
2015- May 2017.**

**Ongoing for full term of the
contract beginning in June
2015- May 2017.**

Summary of Resumes

George Gadson, M.A.

954-822-5425

Website: <http://www.georgegadsonstudios.com>

Education:

- Duke University – 1975 BA
- University of Valencia, Spain – Spanish Studies -1974
- Florida Atlantic University -Non-Profit Management Studies – 2002
- University of Massachusetts Amherst – Arts Management – 2006
- Brewer Christian College and Graduate School - The Kaleo Institute–Masters of Arts in Christian Education -2008

Consultancy

- City of Lauderdale, FL: Developed Master Plan for 13 capital improvement projects including: parks, playgrounds, municipal buildings, a fire station and aquatic center. Performing Art Center project in progress. 2008-present
- Broward County Cultural Corridor Project: Evaluated art deficiencies in 3 adjacent cities to determine community needs and feasibility for innovative visual and performing art programs.
- Liberia Economic and Social Development- Henry Graham Park Design Art Plan – 2008
- Dania Beach, FL. – Art and Antique District Design Plan - 2006
- Wilton Manor, FL – Jaycee Park Design Plan Consultant - 2006
- City of Lauderdale Lakes, "Lauderdale Lakes Blueways" Design Plan - 2005

Selected Public Art Commissions

- "Equality", Urban League of Broward County, Fort Lauderdale; FL - 2012
- "Common Unity", Urban League of Broward County, Fort Lauderdale, FL -2012
- "Mangrove Canopy", Community Redevelopment Agency, City of Boynton Beach, FL - 2011
- "Burst of Flowers", Lauderdale, FL- Broward Estates Park - 2011
- "Yesterday, Today, Tomorrow", Broward County Libraries, Lauderdale Lakes, FL - 2009
- Lauderdale, FL– "Imaginary Animals", Renaissance Park – 2008
- Lauderdale, FL – Public Art Master Plan Consultant – 2008 to Present
- Lauderdale, FL. Ilene Lieberman Botanical Gardens – 2008
- "In Celebration of Children and Families", Children's Services Council., Boynton, FL - 2007
- "Lift Every Voice", Florida Memorial University, Miami, FL - 2006
- "Family Roots", Pompano Beach, FL - 2005
- "Egreta Thula", Tamarac, FL., Tamarac Commons Park - 2005
- Pineapple Grove ArtWalk- Delray Beach, FL- 2003:The Cultural Loop – Delray Beach, FL - 2003
- "The Bridge", African American Research Library and Cultural Ctr., Ft. Lauderdale, FL– 2002
- West Pompano Beach Highlands Park Community Center, Broward County, FL - 2001

Art Professional History

- | | | |
|-----------------------------|---|--------------|
| ▪ Fine Artist | <i>Drawing, Painting, Photography, Sculpture</i> | 1981-Present |
| ▪ Online Professor/Lecturer | Brewer Christian College & Graduate School- Kaleo Institute | 2008-Present |
| Jacksonville, Florida | | |

Selected Art Commissions:

- JM Family Enterprises, Inc. – African American Achievers Awards – 2014
- International Swimming Hall of Fame – Fort Lauderdale, FL -2012
- Fort Lauderdale Riverwalk Trust – Fort Lauderdale, FL- 2010
- United States White House Christmas Tree Ornament – Washington, DC-2008
- McDonald's Air and Sea Show – Fort Lauderdale, FL, 2006, 2007
- Darden Restaurants, Inc. – Orlando, FL 2004, 2005
- The Jim Moran Foundation – Deerfield Beach, FL 2003
- Jack and Jill Children's Center - Ft. Lauderdale, FL 2003

- C. Spencer Pompey Committee - Delray Beach, FL 2003
- Delta Heritage Foundation - West Palm Beach, FL 2003
- African American Research Library and Cultural Center, Ft. Lauderdale, FL 2002
- Youth Automotive Training Center, Deerfield Beach, FL – 2001
- Community Foundation of Broward- Ft. Lauderdale, FL – 2001
- J. M. Family Enterprises -Deerfield Beach, FL – 2000
- The Salvation Army, Ft. Lauderdale, FL - 2000
- Good Samaritan Outreach - 2000
- Gold Coast Magazine/ Presidents' Council - 1999 (Exemplar Awards) - 2000
- Ely Educational Foundation- Pompano Beach, FL - 1999
- Healthy Mother Healthy Babies Coalition of Broward County - 1998, 1999, 2000, 2001
- Super Bowl XXIX, "The Quarterback", to commemorate Super Bowl XXIX – 1999
- The Links of Broward County - 1998
- 18th Annual Sistrunk Historical Festival Poster - 1998
- Children's Home Society- C.J. Radar "Hand of Hope" Award - 1996, 1997, 1998
- Super Bowl XXIX- Sculpture- "The Kicker"; The Quarterback- Super Bowl XXIX – 1995
- Miami Dolphin quarterback, Dan Marino -Dan Marino Foundation - 1994
- Painting for the 1994 Dan Marino Classic Golf Benefit Tournament - 1994

Selected Awards:

- Best in Show-ArtServe- "African American Mosaic" – 2008
- Best in Show- Sculpture- Dania Beach Art & Antique Fine Art Show - 2006
- Community Service and Distinguished Achievement, Florida Youth Orchestra, Ft. Lauderdale, FL - 2006
- Friends of Broward County African American Research Library and Cultural Center – Ft. Lauderdale, FL - 2006
- Best of Show – Sculpture- Dania Beach Art and Antiques on the Avenue- 2006
- Spirit of South Florida Awards – NBC Channel 6 - 2006
- Florida Youth Orchestra, Joseph Leavitt Award - 2006
- Dr. Martin Luther King, Jr. Humanitarian Award-City of Weston- Weston, FL - 2006
- Artist of the Year - ArtServe Encore Awards – Fort Lauderdale, FL - 2004
- Honorable Mention - The Delray Affair-Delray Beach, FL - 2004
- Judges Award – Promenade in the Park- Ft. Lauderdale, FL - 2002
- Honorable Mention - "The Splendor of Bonnet House Art Competition" - Fort Lauderdale, FL – 2000
- Certificate of Achievement - Florida Atlantic University -1999
- Public Art and Design Intensive Training Workshop - 1999
- JM Family Enterprises, Inc.- African American Achievers Award - 1995
- Cultural Foundation of Broward-Fellowship Award - 1996

One-Person Selected Exhibitions:

- "Hattitudes: The Art of Hat Wearing" African American Research Library & Cultural Center- Ft. Lauderdale, FL - 2007
- City of Tamarac - Tamarac, Florida - 2005
- Old Davie School Historical Museum: George Gadson: Then & Now —Davie, FL - 2004
- African American Research Library and Cultural Center-Ft. Lauderdale, FL - 2003
- Ashanti Cultural Arts, Fort Lauderdale, FL – 1995

Group Exhibitions:

- "Keepers of the Dream" – Hollywood ArtsPark - 2009
- "African American Mosaic" – Tamarac, FL - 2008
- "Origins"- Lake Wales Art Center- Lake Wales, FL - 2005
- "The Middle Passage" – Florida International University – 2005
- African Presence in the Western Hemisphere – Nova Southeastern University - 2004
 - ° Form, Fashion and Photography, ArtServe, Ft. Lauderdale, FL - 2003
- "Healings and Heroes", ArtServe, Ft. Lauderdale, FL - 2002
- "Black Expressions" Broward County Sheriff's Office, Ft. Lauderdale, FL - 2002
- "The Splendor of Bonnet House Art Competition", Ft. Lauderdale, FL - 2000, 2001
- "Gathering of the Spirits"- Gallery Antigua, Miami, FL 1999
- "Black Renaissance in Broward", JM. Family Enterprises Gallery at ArtServe, Ft. Lauderdale, FL - 1999
- Florida Black Newspaper Publishers Association's "Political and Economic Summit" - 1998
- "Inspiration 98" – Harriet W. and George D. Cornell Museum of Art and History – 1998
- Steven Roy Schacknow Memorial Exhibit- Coral Springs Art Guild- Schacknow Museum of Fine Art -1997
- "Inspiration 97" – Harriet W. and George D. Cornell Museum of Art and American Culture, Delray Beach, FL – 1997
- "Linkages: Bridging the Gulf of Time" Old Dillard Museum-Fort Lauderdale, FL – 1996

PUBLIC ART CONSULTING**Public Art Consultant**

- City of Lauderhill, FL: Developed Master Plan for 13 capital improvement projects including: parks, playgrounds, municipal buildings, a fire station and aquatic center. Performing Art Center project in progress. 2008-present
- Broward County Cultural Corridor Project: Evaluated art deficiencies in 3 adjacent cities to determine community needs and feasibility for innovative visual and performing art programs.

Project Artist

- In collaboration with Glattig-Jackson/AECOM Landscape Architects & SITE specialists to create construction documents for various municipal projects and grants. Wrote Master Plans, designed and developed models, sketches, themes—determined art placement, fabricated and installed artwork.
 - City of Delray Beach, FL landscape/hardscape design, Community Redevelopment Agency (ongoing), Veteran's Park (2010), Old School Square Cultural Arts Expansion, (2010)
 - City of Boynton Beach, FL: Congress Avenue Park 2007-2009
 - City of Deerfield Beach, FL: Pioneer Cemetery entryway. 2006
 - City of Tamarac, FL: Southgate Linear Park. 2005

Professional History

- | | | |
|-------------------------------------|--|--------------|
| • Fine Artist | <i>drawing, painting printmaking, collage</i> | 1985-Present |
| • Gallery Director | Coconut Grove Gallery, Coconut Grove, FL | 2006-2007 |
| | Broward College, Davie, FL | 1999-2008 |
| • Adjunct Professor/Lecturer | Broward College, Nova Southeastern University
Davie, FL | 1999-2008 |

Selected PUBLIC ART COMMISSIONS AND GRANTS**Selected Concrete—Powder Coated Aluminum—Metal**

- American Cancer Society-Relay For Life, Tacoma, WA, free-standing sculpture 2013
- Congress Avenue Park, Boynton Beach, FL, integrated screen panels 2011
- Volunteer Park, Plantation, FL, 3 free-standing park sculptures 2006
- North County Homeless Assistance Center, Pompano, FL, functional sculpture 2004
- Animal Care Facility, Davie, FL, design in progress 2004
- Veterans Park, Tamarac, FL, commemorative aluminum sculptures 2004
- Broward Animal Care, Pompano, FL, way-finding entry feature 2002

Selected Stained—Fused—Slumped Glass

- University of Central Florida, Orlando, FL, 2 story glass panels above stairs 2013
- Renaissance Community Senior Center, Orlando, FL, 8 glass clerestory windows 2007

Selected Terrazzo—Aggregate—Granite

- J. Mullin Community Pool, Lauderhill, FL, lithocrete pool deck floor 2011
- Fire Station #57, Lauderhill, FL, memorial for 9/11 victims 2010
- J. Mullin Community Pool, Lauderhill, FL, lobby floor 2009
- City Hall, Lauderhill, FL, foyer floor design 2009
- Sadkin Community Center, Lauderhill, FL, rustic terrazzo courtyard 2009

Selected Ceramic—Clay—Glass Tile

- Hispanic Housing Authority, Portland OR, entryway glass tile mural 2013
- Gainesville Senior Center, Gainesville, FL, entry façade, clay and glass 2012
- Everglades High School Miramar, FL, entry façade, grant funded 2011
- Flowering Tree Park, Lauderhill, FL, amphitheatre ceramic mural 2011
- Ocean Avenue Amphitheater, Boynton Beach, FL, wall and canopy 2011
- Nova Blanche Forman Elementary, Davie, FL, entry mural 2010
- Taravella High School, Coral Springs, FL, promenade mural 2009
- Ilene Lieberman Botanical Garden, Lauderhill, FL, sidewalk and gazebo 2009
- Renaissance Park, Lauderhill, FL, entry path and sidewalk in playground 2008
- Multicultural Park, Plantation, FL, free-standing pergola gateway and mural 2003
- Westchester Elementary School, Coral Springs, FL, pedestrian walkway mural 1999

Selected grants and Awards

- 3 time recipient of Zone Residency Grant 2008, 2010, 2012
- 2 time recipient of Community Arts in Education Grant 2001, 2008
- Best Public Art in Florida at the FAPAP Year in Review 2004, 2005
- FASLA Award: FL Chapter 2002, 2004

Selected EXHIBITIONS

- Art and Culture Center of Hollywood, Hollywood, FL 2011
- Art Basel, Miami, FL 2009
- Tuchin Center for the Visual Arts, Boone, NC 2009
- Hills County Arts Foundation, Ingram, TX 2009
- National Collage Exhibit, Lincoln Center, New York, NY 2005, 2008
- 2 + 3 Artist Exhibition, Hollywood, FL 2008
- Gallery 6, Portraits Exhibit, Ft. Lauderdale, FL 2008
- Jupiter Center for the Arts, Jupiter, FL 2008
- Art Institute of Ft. Lauderdale, Mark Wheeler Gallery, Ft. Lauderdale, FL 2008
- Four Arts at Vero Beach, Vero Beach, FL 2008
- Wave Gallery, Key West, FL 2008
- Yes Gallery, Wilton Manners, FL 2007
- Solo Exhibition, Coconut Grove Gallery, Coconut Grove, FL 2007
- Solo Exhibition, Miami Beach Botanical Garden Gallery, Miami, FL 2007
- Central Florida College Webber Center, Ocala, FL 2007

- Grace Gallery, Dania Beach, FL 2006
- Nova Southeastern University, Alvin Sherman Library "Artist in Residence", Davie, FL 2006
- Costa Rica Juried Exhibition, San Jose, Costa Rica 2006
- Baker's Dozen International Collage Exhibit, New Plymouth, New Zealand 2004, 2005
- International Museum of Collage, Assemblage and Construction, Mexico 2004, 2005
- ArtColle, Museum and Gallery of Collage, Sergiens, France 2004, 2005
- National Collage Exhibit, Lincoln Center, New York, NY 2005
- The Open Space Gallery, Allentown, PA 2005
- Soho Art Gallery Exhibition, Pensacola, FL 2004
- Eclectic Art Exhibition, Columbus, OH 2002
- Post Cards to New York, Macy Gallery, New York, NY 2002
- Home Show, Schmidt Gallery Center, Boca Raton, FL 2002
- Ft. Lauderdale Museum of Art, Ft. Lauderdale, FL 2000, 2001
- T.W. Wood Gallery, Montpelier, VT 1999
- Coral Springs Museum of Art, Coral Springs, FL 1999
- Artlink Art Gallery, Ft. Wayne, IN 1998

Resume of Sub-consultants

Claire Garrett

Kathleen Della Fera

CLAIRE GARRETT

3148 Calle Largo Drive • Hollywood, FL 33021 • Phone: (954) 684-1062 • clairegarrett@aol.com



Public Art and Design Career Summary

Broward Cultural Division

Claire Garrett served as the senior Project Manager for Broward Cultural Division's Public Art & Design program from 1995-2013, where she managed a diverse portfolio of public art projects. Ms. Garrett facilitated the public art process, delivering over 30 outstanding public art projects for the County on time and within budget. She developed the scope of work and the Call to Artists for these projects, many of which were placemaking projects. She coordinated community outreach meetings in the early stages of community-based projects.

The projects that Ms. Garrett managed encompassed a broad spectrum of County Divisions and Departments such as Libraries, Parks, Public Works, Mass Transit, Human Services, Animal Care and Regulation and Port Everglades. Budget size ranged from \$8,340 to \$580,000. Notable past projects include the 3,000 square foot terrazzo and bronze floor by Michele Oka Doner for Port Everglades Terminal 18, the kinetic light project by Larry Kirkland in the ceilings of the two pedestrian skybridges at the Convention Center, the *I LOVE YOU* project by Rosario Marquardt and Roberto Behar for the Young at Art Museum/Broward County Library, the *Pompano Drum Circle* by Bill and Mary Buchen (SonArc, Inc.) for the Northeast Transit Center, and functional artistic amenities such as benches, shelters and bike racks by Jersey Devil, Inc. for multiple locations along the Greenway trails.

Other Relevant Experience

- Member, Americans for the Arts
- Member, Florida Association of Public Art Administrators (FAPAA)
- Member, Broward County Cultural Council
- Member, Public Art Master Plan Steering Committee, Broward County, FL 1992-1995

CLAIRE GARRETT

3148 Calle Largo Drive • Hollywood, FL 33021 • Phone: (954) 684-1062 • clairegarr@aol.com

Summary

More than twenty-five years of arts management experience with expertise in the following areas:

- Public Art Project Management
- Art Gallery Management
- Art Museum Education Department Management
- Volunteer Program Management

An experienced arts administrator with exceptional organizational, verbal and written communication skills. Adept at inspiring volunteers, motivating artists to do their best work on time and within budget, and working with diverse groups to develop consensus. Enthusiastic promoter of art and artists. Broad experience in public, private and nonprofit sectors.

Relevant Arts Management Experience

Bonnet House Museum & Gardens – Assistant Orchid Curator 2014-present

- Recruit, train, coordinate and oversee the work of volunteers to maintain the extensive orchid collection
- Lead monthly tours of the orchid collection
- Coordinate and oversee orchid volunteer participation in the annual Orchid Festival, including producing divisions of the original orchids for sale during the Festival

CG Arts Management and Consulting 2014-present

- Individualized coaching services for artists

Broward Cultural Division – Public Art Senior Project Manager 1995-2013

- Managed a diverse portfolio of public art projects (budget size \$8,340-\$580,000)
- Supervised commissioned artists and brought over thirty projects to successful completion
- Developed the project scope, Call to Artists and contracts; wrote reports and factsheets
- Provided training for Artist Selection Panels and managed the artist selection process
- Prepared and delivered multi-media presentations
- Coordinated community and education outreach meetings, and project kick-off meetings
- Supervised the successful fabrication, delivery and installation of the artwork
- Supervised contract compliance and Risk Management requirement compliance
- Trained junior public art project managers
- Developed Public Art curriculum for Broward County artist training

KATHLEENDELLAFERA

110 SE 6th

Home (954) 561-4376

Fort Lauderdale, Florida 33305
471-1269

Cell (954)-

kathleendellafera@gmail.com

Professional Profile

As a classically trained artist and designer, Della Fera has been assisting in the creation, coordination, and management of public art installations nation-wide. Her expertise in ethnography and her skill as a Master Gardener enable her to discover the distinctive physical and emotional characteristics of a place and its people; in this research capacity, she assists artists in the translation of these values into designs that reflect the natural and human culture of the community. She is also fluent in Spanish and trained in human resource management, so she understands how cultural difference and interpersonal dynamics influence a client's expected outcomes, as well as the collaborative processes of artistic teams. As the founder of Life by Design, Della Fera provides individuals with design solutions that improve the functionality and aesthetic appeal of their home, office, and rental properties, often without incurring any additional cost.

Professional Accomplishments

- 19 years serving as the first line of communication between a employees and customers for a elite world-wide organization
- 15 years designing, teaching, and coordinating training curricula for a global staff from various cultural and linguistic backgrounds
- 14 years serving as Assistant Grant Writer and Installation Artist for Florida-based Public Artist responding to inquiries, vetting interests, tracking correspondence, assist in managing press/publisher requests
- 12 years researching and coordinating art project content and work with social media consultant website/wordpress updates, including online communities
- 6 years Master Gardener Educator of best practices in sustainable and indigenous horticulture through administrative and outreach activities.

Key Skills

- To make decisions with little or no supervision and in the face of crisis and time sensitive deadlines
- to resolve difficult, emotionally charged or confrontational issues while maintaining composure and focusing on client needs
- to demonstrate flexibility and adjust to new and challenging work conditions
- to use time and resources efficiently and productively to achieve project objectives
- Read, write and speak Spanish fluently; conversant in French and Italian.
- ruthlessly efficient while maintaining creative flexibility to imagine and brainstorm innovative ways of responding to a design request
- exceptional writing and communication skills, and able to work in a Mac OSX/Google docs environment, Adobe Suite, Microsoft Office,

Employment History

Life by Design *Founder and Freelance Design Consultant*, FT Lauderdale, FL

2001-present

Artist Assistant for **Beth Ravitz, LLC**, Coral Springs

2002-present

- Public Art installation— multiple projects nationwide
- Writer: Grants, RFQ applications, project presentations
- Research planning and ethnography
- Project design advisor
- Photographer and portfolio designer

Real Estate Stager, private client, Oakland Park

2013

• Generated narrative and created physical design to market property for vacation rental
Landscape Designer for **Enviroscapes Plus**, Plantation, FL. 2013

• Interview husband and wife, survey physical property, draft master plan based on engineer
survey to create new landscape and hardscape design responding to client vision
Landscape Consultant for private client, Lighthouse Point, FL. 2012

• Consult on landscape design using site appropriate, low maintenance plants
Space Design Coordinator, private clients, Miami Beach and FT Lauderdale Beach 2001 & 2008

- Renovation of Historical and Corporate long-term rental properties,

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name

Address

City State Zip

Phone/Fax

E-mail

Gadson & Ravitz, LLC

11831 Highland Place

Coral Springs, FL 33071

G: 954- 822-5425 R: 954-701-2118

georgegadson@gmail.com bethravitz@gmail.com

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

City of Lauderhill

5581 W. Oakland Park Blvd.

Lauderhill, Florida 33313

954-730-3004

Desorae Giles-Smith dgiles@lauderhill-fl.gov

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Kathleen Margoless- City of Oakland Park

3650 NE 12th Ave

Oakland Park, FL 33334

(954) 630-4240

Kathleenm@oaklandparkfl.gov

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

James Shermer, Grant Administrator

Broward County Cultural Division

100 S. Andrews Avenue

Fort Lauderdale, Florida 33301

Phone: 954-357-7502

JShermer@broward.org

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

COST PROPOSAL

PROPOSAL FORM

RFP 15-14R

PUBLIC ART PROGRAM ADMINISTRATOR

PROPOSAL PRICE

Public Art Program Administrator Services for a period of two (2) years.

Lump Sum Two (2) Year Cost (Not to Exceed price based on hourly rates and estimated number of hours per month):

\$ 59,500

Total Cost per Hour (Not to Exceed):

\$ 50

Estimated Number of Hours per month

50 Hours

Estimated Reimbursable Expenses per month

\$ 100

SUBMITTED BY:

Company Name: Gadson & Ravitz, LLC

Address: 11831 Highland Place

City: Coral Springs, Florida

State: FL

Zip: 33071

Telephone: G: 954-822-5425

R: 954-701-2118 Fax: NA

Email: georgegadson@gmail.com bethravitz@gmail.com

NOTE: To be considered eligible for award, one (1) original copy of this proposal form must be submitted with the Proposal.

NO BID INDICATION (IF "NO BID" IS OFFERED):

Please indicate reason(s) why a Proposal is not being submitted at this time.

PROJECT SCHEDULE

Hours by Team Members

(24 Month Schedule)

Gadson & Ravitz - 1,190

Claire Garrett - 50

Kathleen Della Fera - 40

OTHER REQUESTED DOCUMENTS

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Broward

ss.

GEORGE GADSON being first duly sworn, deposes and says that:

1. He/she is the Partner (Owner, Partner, Officer, Representative or Agent) of GADSON & PAUTZ, LLC, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror 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 Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal 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 Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Maria Abbandando
Witness
Fenae Shart
Witness

By George Gadson
George Gadson
Printed Name
Partner
Title

ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of BROWARD

On this the 1st day of April, 2015, before me, the undersigned Notary Public of the State of Florida, personally appeared

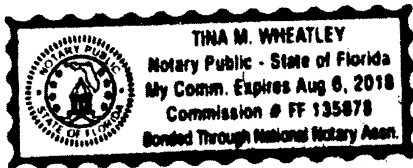
George GADSON and
(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand
and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:



Tina M. Wheatley
NOTARY PUBLIC, STATE OF FLORIDA

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

☐ Personally known to me, or
☒ Produced identification:

FL DRIVERS LIC
(Type of Identification Produced)

☐ DID take an oath, or ☒ DID NOT take an oath

CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals.

Indicate which type of organization below:

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION ☐

X OTHER ☒

If "Other", Explain: Limited Liability Company

George Gadson
Authorized Signature

GEORGE GADSON
Typed/Printed Name
George Gadson

Telephone
G: 954 822-5425 R: 954-701-2118

Fax
NA

GADSON & RAVITZ LLC
Company Name
Gadson & Ravitz, LLC

Address
11831 Highland Place

City, State, ZIP
Coral Springs, Florida 33071

Federal Tax ID Number

26-3377990

Email address for above signer (if any) georgegadson@gmail.com

OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Tamarac
Purchasing and Contracts Manager
7525 NW 88th Avenue
Tamarac, Florida 33321

Check One

Submitted By: Gadson & Ravitz, , LLC

Name: George Gadson & Beth Ravitz

Address 11831 Highland Place

City, State, Zip Coral Springs, FL 33071

Telephone No. G: 954 822-5425 R: 954-701-2118

Fax No. NA

☐ Corporation

☐ Partnership

☐ Individual

☒ Other

☐

State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

Gadson & Ravitz, LLC

The address of the principal place of business is:

11831 Highland Place

Coral Springs, Florida 33071

1. If Offeror is a corporation, answer the following:

- a) Date of Incorporation: NA
- b) State of Incorporation: _____
- c) President's name: _____
- d) Vice President's name: _____
- e) Secretary's name: _____
- f) Treasurer's name: _____
- g) Name and address of Resident Agent: _____

2. If Offeror is an individual or a partnership, answer the following:

h) Date of organization: 9/02/2008

i) Name, address and ownership units of all partners:
Gadson & Ravitz, LLC

11831 Highland Place

Coral Springs, Florida 33071

j) State whether general or limited partnership: Limited Liability Company

3. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Offeror is a Limited Liability Company

George Gadson 8834 NW 75th Ct., Tamarc, FL 33321

Beth Ravitz 11831 Highland Place, Coral Springs, FL 33071

4. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

5. How many years has your organization been in business under its present business name? 7 years

a) Under what other former names has your organization operated?
NA

6. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

None

7. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

With combined careers of nearly 50 years, the team of Gadson & Ravitz helped obtain public art ordinances, written master plans, chaired public art committees and consulted for several cities, as well as created over 30 public art projects. Additionally, they have created several integrated pieces in collaboration with engineers, architects, landscape architects and municipalities and as part of a Master Plan for Art in Public Places.

8. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

George Gadson : 50%

Beth Ravitz – 50%

9. State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:

None

10. Bank References:

Bank	Address	Telephone
Wells Fargo Bank	1460 Coral Ridge Drive, Coral Springs, Florida	954-786-7031

The Offeror acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Offeror to be true. The discovery of any omission or misstatement that materially affects the Offeror's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

George Gadson
Signature

ACKNOWLEDGEMENT

OFFEROR'S QUALIFICATION STATEMENT

State of FLORIDA

County of BROWARD

On this the 1st day of April, 2015, before me,
the undersigned Notary Public of the State of Florida, personally appeared

GEORGE GADSON and
(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:



Tina M. Wheatley
NOTARY PUBLIC, STATE OF FLORIDA

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

☐ Personally known to me, or
☒ Produced identification:

FL DRIVERS LIC
(Type of Identification Produced)

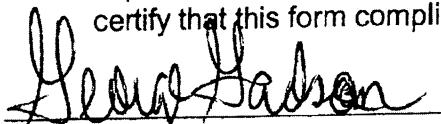
☐ DID take an oath, or
☒ DID NOT take an oath


VENDOR DRUG-FREE WORKPLACE

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.


Authorized Signature


Company Name

List of Sub-consultants

Claire Garrett

Kathleen Della Fera

CERTIFIED RESOLUTION

NA

FINANCIAL STATEMENTS

(Available Upon Request)

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. RF 15-14R
to the City of Tamarac for Public Art Program Administrator

2. This sworn statement is submitted by Gadson & Ravitz, LL C
(Name of entity submitting sworn statement)

Federal Employer Identification Number (FEIN) 26-3377990

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

3. My name is George Gadson
(Print name of individual signing)

My relationship to the entity named above is MANAGING PARTNER

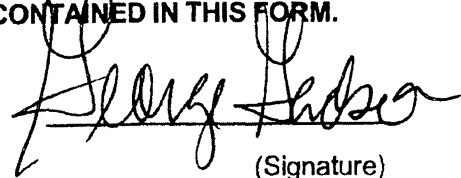
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The owner by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

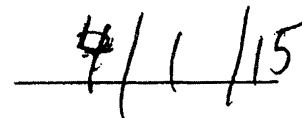
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts led by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

- ☒ 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 were charged with and convicted of a public entity crime after July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.
- ☐ The entity submitting this sworn statement, or one of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or the 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 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 (ONE) ABOVE, IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)



(Date)

ACKNOWLEDGMENT

State of Florida

County of BROWARD

On this the 1st day of April, 2015, before me, the undersigned Notary Public of the State of Florida, personally appeared

George Gadson and

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

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

WITNESS my hand

and official seal.

Tina M. Wheatley

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:



TINA M. Wheatley

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

☐ Personally known to me, or
☒ Produced identification:

FL DRIVERS LIC

(Type of Identification Produced)

☐ DID take an oath, or ☒ DID NOT take an oath

SUMMARY OF INSURANCE



FOR:

GADSON & RAVITZ LLC
PO BOX 771802
POMPANO BEACH FL 33077
Phone:

Prepared: 8/21/2014

FAX:

BY:

HOME OFFICE
NUTMEG INSURANCE AGENCY INC/PHS
PO BOX 29611
CHARLOTTE NC 28229
Phone: (866) 467-8730

025657

FAX: (888) 443-6112

ACCOUNT POLICY RECAP	Policy Number	Eff Date	Exp Date	Premium
. Spectrum Sentinel Ins Co LTD	02 SBM RB1254	08202014	08202015	\$438.35

POLICY DETAIL Policy . Spectrum

<u>Property Coverages - Form</u>	<u>Limit</u>	<u>Deductible</u>
Location 001 Building 001 11831 HIGHLAND PL CORAL SPRINGS, FL 33071-7827		
Location 001 Building 002 11831 HIGHLAND PL CORAL SPRINGS, FL 33071-7827		

Comm'l Liability Coverages - Applicable to all policy locations

Each Occurrence	\$1,000,000	
Damage to Premises Rented to You	\$1,000,000	
Medical Expense (Any One Person)	\$10,000	
Personal & Advertising Injury	\$1,000,000	
General Aggregate	\$2,000,000	
Product/Compleat Operation Aggregate	\$2,000,000	
Hired Non-Owned Auto Liability	\$1,000,000	
EMPL PRACTICES LIAB COVG	\$10,000	
CYBERFLEX LIABILITY EXCLUSION		
TERRORISM		
DATA BREACH RESPONSE EXPENSE COVG	\$10,000	\$1,000
DATA BREACH DEFENSE & LIAB COVG	\$50,000	

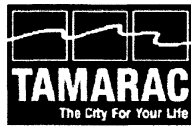
<u>Class Description Detail</u>	<u>Code</u>	<u>Premium Basis</u>
LOCATION 001 Consultant - NOC	65781	\$25,000
LOCATION 001 Art Studio Including Art Lessons	44831	

This summary and its attachments provides high level overview of policy coverages and does not include all conditions, limitation or exclusion. Please refer to the actual policy forms for detailed coverages, limits and deductibles.

April 22, 2015

PUBLIC ART PROGRAM ADMINISTRATOR
RFP 15-14R
FINAL EVALUATION TOTALS

	Laura Atria	Gadson & Ravitz
Background, Education & Experience (Max 25 points)		
Director of Community Development	20	24
Assistant Director of Parks & Recreation	20	24
Grants Administrator	23	25
Public Services Operations Manager	15	25
Availability of the Proposed Staff Members (Max 20 points)		
Director of Community Development	20	19
Assistant Director of Parks & Recreation	19	17
Grants Administrator	19	15
Public Services Operations Manager	15	18
Knowledge of and Proposed Approach (Max 20 points)		
Director of Community Development	15	20
Assistant Director of Parks & Recreation	17	18
Grants Administrator	19	19
Public Services Operations Manager	15	20
Consultant Teamwork History (Max 25 points)		
Director of Community Development	20	25
Assistant Director of Parks & Recreation	22	24
Grants Administrator	23	25
Public Services Operations Manager	15	25
Cost / Price (Max 10 points)		
Director of Community Development	7.45	10
Assistant Director of Parks & Recreation	7.45	10
Grants Administrator	7.45	10
Public Services Operations Manager	7.45	10
TOTAL POINTS		
Director of Community Development	82.45	98
Assistant Director of Parks & Recreation	85.45	93
Grants Administrator	91.45	94
Public Services Operations Manager	67.45	98
TOTAL	326.8	383
TOTAL RANKING		
Director of Community Development	2	1
Assistant Director of Parks & Recreation	2	1
Grants Administrator	2	1
Public Services Operations Manager	2	1
	2	1
		Recommended Awardee



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
GADSON & RAVITZ, LLC**

THIS AGREEMENT is made and entered into this 27th day of May, 2015, by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and Gadson and Ravitz, LLC, a Florida Limited Liability corporation with principal offices located at 11831 Highland Place, Coral Springs, Florida 33071 (the "Consultant").

WHEREAS, the City intends to develop a master plan relating to public art for the City of Tamarac, and,

WHEREAS, the City requires certain professional services in connection with Public Art Master Planning Services and,

WHEREAS, the Consultant represents that it is capable and prepared to provide such services:

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1) The Contract Documents

The contract documents shall consist of this Agreement, Request for Proposal 15-14R, "Public Art Program Administrator" issued March 8, 2015, including all conditions therein, (including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within the document), any and all addenda, Proposal executed and submitted by the Consultant, specifications, bond(s), (if applicable), and insurance certificate(s), the City Resolution awarding the project, and all modifications issued after execution of this Agreement. These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

2.1. The Consultant shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Consultant shall furnish all labor, materials, and equipment necessary to provide Public Art Program Administration.

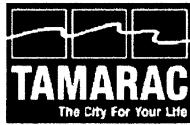
2.1.2 The Consultant shall perform the services in accordance with the provisions contained in Request for Proposal #15-14R, "Public Art Program Administrator" as specifically stated in the proposal and

incorporated herein as well as the response to the proposal included herein, all of which are incorporated herein as if set forth in full. Additional scope of work may be specifically designated and additionally authorized by the City. Such additional authorizations will be in the form of a Purchase Order or written Change Order. Each Purchase Order or written Change Order shall set forth a specific scope of services, the amount of compensation and the required completion date. In the event of conflict, this Agreement shall govern, followed in precedence by Request for Proposal #15-14R, "Public Art Master Program Administrator" and Consultant's proposal response dated April 1, 2015.

- 2.1.3** Consultant shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Consultant, its employees, agents or sub-consultants, if any, with respect to the work and services described herein.

3) Insurance

- a. Consultant shall obtain at Consultant's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Automobile Liability, and all other insurance as required by the City, including Professional Liability coverage. Consultant shall maintain such insurance in full force and effect during the life of this Agreement. Consultant shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Consultant will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- b. Consultant shall indemnify and hold the City harmless for any damages resulting from failure of the Consultant to take out and maintain such insurance. Consultant's Liability Insurance policies shall be endorsed to add the City as an additional insured. Consultant shall be responsible for payment of all deductibles and self-insurance retentions on Consultant's Liability Insurance policies.
- c. If consultant is not required by Florida Statutes to maintain Workers' Compensation insurance, the Consultant shall endeavor to provide a Workers' Compensation Exemption pursuant to Chapter 440, Florida Statutes and shall not perform work under this contract until such exemption is obtained.



4) Term of Agreement

The contract shall be for an initial period of two (2) years commencing with the date of final acceptance by the City. The City reserves the right to renew the contract for up to two (2) additional two (2) year periods, providing all parties agree to the renewal and all of the terms, conditions and specifications remain the same.

In the event services are scheduled to end because of the expiration of this contract, Contractor shall continue the service upon the request of the Purchasing and Contracts Manager. Any extension period shall be in place on a month to month basis, until terminated by the City. The contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

5) Contract Sum

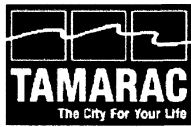
The Contract Sum for the above work shall be Fifty-Nine Thousand Six Hundred Dollars and No cents (\$59,600.00), which includes a not-to-exceed fee of Fifty-Nine Thousand Five Hundred Dollars and No Cents (\$59,500.00) plus estimated reimbursable expenses of One Hundred Dollars and No Cents (\$100.00).

6) Payments

Contractor shall provide invoices for completed on a monthly basis. Payment will be made monthly for work that has been completed and properly invoiced. Invoices must bear the project name, a complete summary of hours worked by partners or employees of the firm, receipts for any reimbursable expenses and the City's purchase order number, which will be issued separately from this Agreement. City has up to thirty (30) days to review, approve and pay all invoices after receipt. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Indemnification

- i. GENERAL INDEMNIFICATION: Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental

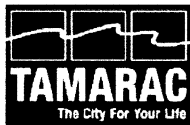


administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.

- ii. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- iii. The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- iv. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.
- v. The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

8) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor/Consultant and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Artist will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital



status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Artist and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Artist further agrees that he/she will ensure that Sub-all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Consultant is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Consultant and the City and the City will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

10) Assignment and Subcontracting

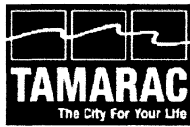
Consultant shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

11) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager



City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONSULTANT

Gadson & Ravitz, LLC
11831 Highland Place
Coral Springs, FL 33071
ATTN: George Gadson, MGR
(954) 822-5425
georgegadson@gmail.com

12) Termination

12.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Consultant for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the city against loss pertaining to this termination.

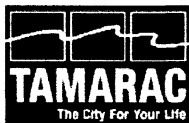
12.2 Default by Consultant: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.

13) Records/Audits

13.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

13.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

13.1.2 Provide the public with access to such public records on the same



terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

13.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

13.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

13.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including Article 12, "Termination" of this Agreement.

13.3 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

14) Uncontrollable Forces

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

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

continued performance of the obligations of this Agreement.

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

17) Truth in Negotiation Certification

17.1 Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

17.2 The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

18) Venue

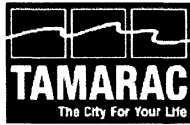
This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

19) Signatory Authority

The Consultant shall provide the City with copies of requisite documentation evidencing that the signatory for Consultant has the authority to enter into this Agreement.

20) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the



validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21) Merger; Amendment

This Agreement constitutes the entire Agreement between the Consultant and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the City.

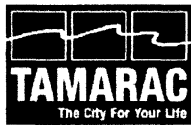
22) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

23) Budgetary Constraints

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, signing by and through its Manager, duly authorized to execute same.



ATTEST:

Patricia A. Teufel
Patricia A. Teufel, CMC
City Clerk

Date

5/27/15

CITY OF TAMARAC

Harry Dressler
Harry Dressler, Mayor

Date

May 27, 2015

Michael C. Cernech
Michael C. Cernech, City Manager

Date:

5-27-15

Approved as to form and legal sufficiency:

Sam Goren
Sam Goren

ATTEST:

N/A

(Corporate Secretary)

GADSON & RAVITZ, LLC

Company Name

George Gadson
Signature of Manager

George Gadson

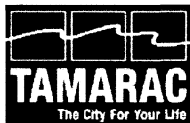
Type/Print Name of Manager

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Date

5/7/15

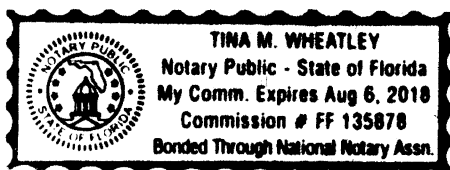


CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
 COUNTY OF BROWARD :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared George Gadson, Manager, of Gadson & Ravitz, LLC, a Florida Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of April ^{J.W. May} 7, 2015.



Tina M. Wheatley
 Signature of Notary Public
 State of Florida at Large

Tina M. Wheatley
 Print, Type or Stamp
 Name of Notary Public

☐ Personally known to me or
☒ Produced Identification

FL DRIVERS LLC
 Type of I.D. Produced

☐ DID take an oath, or
☒ DID NOT take an
 oath.



Title - TR12936 - Award RFP No. 17-07R for Disaster Debris Removal and Disposal

Item No. 6 (c) on the Consent Agenda. (TR12936) A Resolution of the City Commission of the City of Tamarac, Florida, awarding RFP No. 17-07R to and approving Agreements with Ashbritt, Inc. and D & J Enterprises, Inc. for Disaster Debris Removal and Disposal Services; authorizing proper City Officials to execute Contract renewals; providing for conflicts; providing for severability; and providing for an effective date. - **Public Services Director Jack Strain, Budget/Contracts Manager Troy Gies and Purchasing/Contracts Manager Keith Glatz**

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12936 MEMO	4/11/2017	Cover Memo
▣ TR12936 RESOLUTION - Revised	4/19/2017	Resolution
▣ TR 12936 EXHIBIT 1	4/11/2017	Exhibit
▣ TR 12936 EXHIBIT 2	4/11/2017	Exhibit
▣ TR 12936 EXHIBIT 3	4/11/2017	Exhibit
▣ BACK UP - RFP 17-07R	4/11/2017	Backup Material
▣ BACKUP PRICE ANALYSIS 17-07R	4/11/2017	Backup Material
▣ BACKUP ASHBRIIT BAFO 03 29 17	4/11/2017	Backup Material
▣ BACK UP ASHBRIIT CLARIFICATION	4/11/2017	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

TO: Mike C. Cernech, City Manager

DATE: April 10, 2017

**THRU: Jack Strain, Public Services
Director**

**FROM: Troy Gies, Budget and Contracts
Manager**

**RE: Temp. Reso. #12936 – Award of
RFP No. 17-07R for Disaster
Debris Removal and Disposal
Services – City Commission
Meeting of April 26, 2017**

Recommendation:

I recommend the award of RFP No. 17-07R for Disaster Debris Removal and Disposal Services and approval of Agreements with ASHBRIIT, INC. as the primary contractor and D & J Enterprises, Inc. as the secondary contractor; and that this item be placed on the April 26, 2017 Commission Agenda.

Issue:

Award of RFP 17-07R and execution of Agreements between the City of Tamarac and Ashbriitt, Inc. and D & J Enterprises, Inc. as primary and secondary vendors, respectively, for Disaster Debris Removal and Disposal Services.

Background:

The City of Tamarac Public Works Department is the lead agency responsible for providing emergency engineering/public works services in the event of a disaster. These services include the repair of public infrastructure and facilities, clearance of debris and restoration of critical public services.

In the event of a major disaster, such as a hurricane, the City's Public Services Department would require supplemental resources in order to rapidly restore the City to pre-disaster conditions. However, given a large regional disaster, mutual aid resources from neighboring jurisdictions would be extremely limited or unavailable.

One of the alternatives available to augment the City's emergency response capabilities is to contract for disaster recovery services with private sector service provider. An emergency services agreement, with an established service provider, places a vast array of specialized equipment, personnel and material at the City's disposal in the event of a disaster.

On January 15, 2017, the City of Tamarac published RFP 17-07R for Disaster Debris Removal and Disposal Services. Submittals from seven (7) firms were received and opened on February 15, 2017. An Evaluation Committee, facilitated by the Purchasing and Contracts Manager and comprised of the Assistant Public Services Director, Assistant Director / Controller, Financial Services, Public Services Operations Manager, and Public Services

Budget and Contracts Manager, reviewed and evaluated the submittals. The total evaluation score and subsequent ranking is summarized below, for a detailed evaluation tabulation, see Temporary Resolution No. 12936.

Vendor	Total Evaluation Score	Ranking
Ashbritt, Inc.	340.12	1
D & J Enterprises, Inc.	305.00	2
CrowderGulf Joint Venture, Inc.	300.84	3
Ceres Environmental Services Inc.	283.20	4
Bergeron Emergency Services, Inc.	280.80	5
DRC, Inc.	253.28	6
Allied Bean	191.44	7

Per RFP 17-07R, the evaluation of the proposals included the following areas:

- Qualification of the Vendor,
- Ability to fulfill the scope of the project and meet the needs of the City;
- Technical Approach; and
- Cost

Upon evaluation of the proposals, the Evaluation Committee determined that Ashbritt, Inc. was the highest ranked firm, and D & J Enterprises, Inc. was the second highest ranked firm. Per the RFP 17-07R, Ashbritt, Inc. is recommended as the primary vendor; and D & J Enterprises, Inc. as the secondary vendor.

Further due diligence was performed in accordance with procedures established for this type of contract under the requirements of Title 2, Code of Federal Regulations Part 200.317 to 200.326, "Procurement Standards" a price comparison of recent competitive bids in South Florida, which Ashbritt, Inc. and D & J Enterprises Inc. participated were evaluated. This information was collected by Purchasing and Contracts Division staff prior to the solicitation of this proposal. Areas in which pricing was not consistent with the previous competitive bids were identified in the submittal of Ashbritt, Inc.; at which point the inconsistent pricing was noted, and a Best and Final Offer was requested from Ashbritt. Upon receipt of the Best and Final Offer from Ashbritt, the modified pricing was re-examined, and the Best and Final pricing was accepted. Staff analysis of the pricing submitted by D & J Enterprises, Inc. indicated that their pricing fell within an acceptable range of pricing being charged in the South Florida area.

Agreement Summary

The term of the proposed agreement is for three years with the option to renew the contract for two additional three-year periods. The Unit prices will remain fixed for the first year and may be adjusted according to the Consumer Price Index for each subsequent year.

The primary scope of the Agreement is for collection, reduction, and disposal of disaster debris. Although the units vary slightly depending upon the type of material, they are primarily units of volume (e.g. cubic yards). Certain specific items which do not lend themselves to tracking by volume (e.g. removal of hazardous/leaning trees and stumps) are charged by item based upon the size of their diameter. These rates are inclusive of equipment and personnel. It is important to note that this Agreement does not include, nor does it allow, mobilization or pre-positioning expenses.

Fiscal Impact:

Funding is intangible. There will be no initial cost to this contract. The estimated expenditure will be on an emergency basis only, upon declaration of emergency. However, executing agreements with two qualified firms for debris removal services may entitle the City to an additional 5% reimbursement from FEMA.

The actual amount expended will be dependent upon the scope, size, and duration of the debris generating event, however, the contracts will ensure a competitively bid and consistent price for activities related to the debris removal and disposal activities. The following tabulation is based on the submitted proposals and were used for evaluation purposes, the costs represent what could be expected in a moderate sized debris generating storm, for a detailed cost tabulation, see Temporary Resolution No. 12936.

Vendor	Cost
Ashbritt, Inc.	\$ 7,572,070.00
D & J Enterprises, Inc.	\$ 4,739,975.00

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017 _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED RFP NO. 17-07R TO AND APPROVING AGREEMENTS WITH ASHBRIIT, INC. AND D & J ENTERPRISES, INC. FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES; AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE CONTRACT RENEWALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is vulnerable to a variety of natural disasters including hurricanes and tornadoes; and

WHEREAS, the impact of a major disaster would exceed the ability of City emergency response resources; and

WHEREAS, in the event of a major disaster supplemental resources would be required in order to rapidly restore the City to pre-disaster conditions; and

WHEREAS, a disaster recovery agreement with a private sector service provider places a vast array of specialized equipment, personnel and material at the City's disposal in the event of a disaster; and

WHEREAS, the City of Tamarac utilized a competitive procurement process in accordance with procedures established for this type of contract under the requirements of Title 2, Code of Federal Regulations Part 200.317 to 200.326, "Procurement Standards"; and

WHEREAS, on January 15, 2017, the City published RFP No. 17-07R for Disaster Debris Removal and Disposal Services, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, Public Services staff determined, on the basis of State and Federal reimbursement program requirements and industry standards, to award multiple contracts ensuring adequate availability and capacity of disaster debris removal and disposal services; and

WHEREAS, on February 15, 2017, the City received and opened seven (7) submittals, and an Evaluation Committee, facilitated by the Purchasing and Contracts Manager and comprised of the Assistant Public Services Director, Assistant Director / Controller, Financial Services, Public Services Operations Manager, and Public Services Budget and Contracts Manager, reviewed and evaluated the submittals; and

WHEREAS, the Evaluation Committee evaluated the submittals per RFP 17-07R and subsequently ranked the submittals based on the total scores, a copy of the Evaluation Tabulation is hereto attached as Exhibit 1; and

WHEREAS, based upon the Evaluation Scores the top ranked firm is Ashbritt, Inc., and the second ranked firm is D & J Enterprises, Inc.; and

WHEREAS, the Director of Public Services, Director of Financial Services, and the Purchasing and Contracts Manager recommend the City of Tamarac execute an Agreement with Ashbritt, Inc. as the primary vendor, and execute an Agreement with D & J Enterprises, Inc. as the secondary vendor; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to execute Agreements with Ashbritt, Inc. and with D & J Enterprises, Inc. for Disaster Debris Removal and Disposal Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE

CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof, and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission HEREBY awards RFP No. 17-07R to Ashbritt, Inc. and D & J Enterprises, Inc., and approves Agreements between the City of Tamarac and Ashbritt, Inc and D & J Enterprises, Inc. ("The Agreements") and the appropriate City officials are hereby authorized to execute the Agreements, hereto attached as "Exhibit 2" and "Exhibit 3", respectively, to provide Disaster Debris Removal and Disposal Services.

SECTION 3: The appropriate City Officials are HEREBY authorized to extend or renew the Agreements with Ashbritt, Inc. and D & J Enterprises, Inc. for Disaster Debris Removal and Disposal Services.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2017.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
approved this RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY

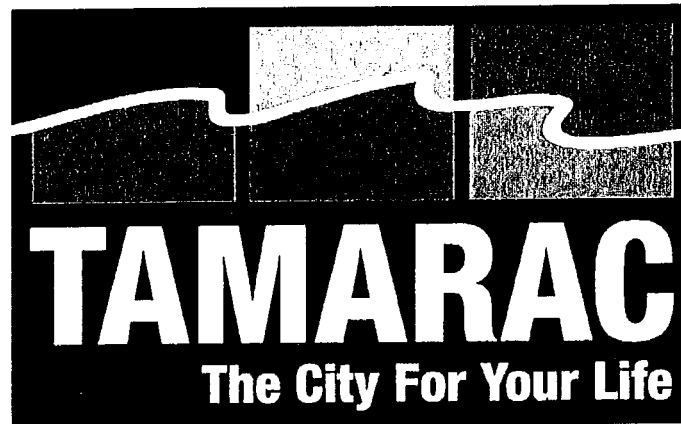
March 15, 2017

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES
Committee Evaluation Totals

RFP 17-07R

Proposer's Name:	Allied Bean	Ashbritt	Bergeron	Ceres	Crowder-Gulf	D & J Ent.	DRC
No Conflict of Interest	X	X	X	X	X	X	Emerg. Serv. X
Adhered to the Instructions	X	X	X	X	X	X	X
Cost (Price)	\$ 5,662,341.00	\$ 7,541,760.00	\$ 6,706,637.50	\$ 10,303,053.32	\$ 10,370,567.50	\$ 4,739,975.00	\$ 8,206,930.00
Qualifications Evaluation (Max 25 points)							
Asst. Director of Pub. Svcs/PW	10	24	15	19	24	15	20
Public Services/ PW Operations Manager	5	25	18	20	25	20	10
Public Services/ PW Budget & Contracts Manager	3	25	13	20	23	14	18
Financial Services Asst. Dir / Controller	10	20	24	23	24	18	15
Ability Evaluation (Max 25 points)							
Asst. Director of Pub. Svcs/PW	5	23	18	21	21	16	19
Public Services/ PW Operations Manager	5	25	18	18	24	15	15
Public Services/ PW Budget & Contracts Manager	3	25	13	18	18	13	18
Financial Services Asst. Dir / Controller	20	24	23	20	15	20	10
Technical Evaluation (Max 20 points)							
Asst. Director of Pub. Svcs/PW	5	18	12	18	15	12	15
Public Services/ PW Operations Manager	5	20	15	15	20	16	15
Public Services/ PW Budget & Contracts Manager	2	18	8	18	17	11	14
Financial Services Asst. Dir / Controller	18	18	19	18	20	15	15
Cost (Price) (Max 30 points)							
Asst. Director of Pub. Svcs/PW	25.11	18.78	21.2	13.8	13.71	30	17.32
Public Services / PW Operations Manager	25.11	18.78	21.2	13.8	13.71	30	17.32
Public Services / PW Budget & Contracts Manager	25.11	18.78	21.2	13.8	13.71	30	17.32
Financial Services Asst. Dir / Controller	25.11	18.78	21.2	13.8	13.71	30	17.32
TOTAL POINTS							
Asst. Director of Pub. Svcs/PW	45.11	83.78	66.2	71.8	73.71	73	71.32
Public Services / PW Operations Manager	40.11	88.78	72.2	66.8	82.71	81	57.32
Public Services / PW Budget & Contracts Manager	33.11	86.78	55.2	69.8	71.71	68	67.32
Financial Services Asst. Dir / Controller	73.11	80.78	87.2	74.8	72.71	83	57.32
	191.44	340.12	280.8	283.2	300.84	305	253.28
TOTAL RANKING							
Asst. Director of Pub. Svcs/PW	7	1	6	4	2	3	5
Public Services / PW Operations Manager	7	1	4	5	2	3	6
Public Services / PW Budget & Contracts Manager	7	1	6	3	2	4	5
Financial Services Asst. Dir / Controller	5	3	1	4	6	2	7
	7	1	5	4	3	2	6
		Primary				Secondary	

AGREEMENT



DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

Request for Proposal No. 17-07R

ASHBRITT, INC.

City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
(954) 597-3570
Tamarac, FL 33321



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
ASHBRITT, INC.**

THIS AGREEMENT is made and entered into this ____ day of 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, Florida 33321 (the "CITY") and Ashbritt, Inc., a Florida corporation with principal offices located at 565 E. Hillsboro Boulevard, Deerfield Beach, Florida 33441 (the "Contractor") to provide for Disaster Debris Removal and Disposal Services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents shall consist of this Agreement, Request for Proposal Document No. 17-07R, titled "Disaster Debris Removal and Disposal Services" dated January 15, 2017, and including all conditions therein, Instructions, General Terms and Conditions, Statement of Work, Scope of Services, Special Conditions and/or Special Provisions, Technical Specifications, Exhibits A, B and C, drawings, all addenda, the Contractor's bid/proposal dated February 17, 2017 all of which are included herein by reference, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Proposal No. 17-07R, Disaster Debris Removal and Disposal Services, as issued by the City dated January 15, 2017, and the Contractor's Proposal dated February 17, 2017, Request for Proposal Document No. 17-07R dated January 15, 2017 as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) Contract Term

The successful contractor shall be awarded a contract for three (3) years with the option to renew the contract for two (2) additional two (2) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

3) The Work

3.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

3.1.1 Contractor shall furnish all labor, materials, and equipment



necessary to provide Disaster Debris Removal and Disposal Services as required by the Scope of Work of City's Request for Proposal 17-07R.

3.1.2 Contractor shall adhere to all requirements of the Request for Proposal document 17-07R.

3.1.3 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

3.1.4 Contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

3.1.5 FHWA-ER Program and 2 CFR Part 200 Contract Requirements

3.1.5.1 The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor regarding the following:

3.1.5.2 FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.

3.1.5.3 Buy America Requirements

3.1.5.4 49 CFR Part 26, Disadvantage Business Enterprise Program

3.1.5.5 American with Disabilities Act of 1990 (ADA)

3.1.5.6 Convict Labor Prohibition

3.1.5.7 All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

3.1.5.7.1 Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.

3.1.5.7.2 All disaster invoices shall include the location

where delivered or where used, if appropriate.

3.1.5.8 All contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:

3.1.5.8.1 Time cards.

3.1.5.8.2 Daily work reports for every employee, by each separate FEMA category of work

3.1.5.8.3 Daily equipment use, by each separate FEMA category of work.

3.1.5.8.4 List of all supplies and materials used, by each separate FEMA category of work.

3.1.5.8.5 Includes both prime and sub-contractors

3.1.5.9 All work must be properly grouped according to FEMA damage categories as specified in the contract.

3.1.5.10 FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

3.1.5.11 200 C.F.R. regulations may be found at <http://www.ecfr.gov/cgi-bin/text-idx?SID=634b707069fd26e4847a948469ec4056&mc=true&tpl=/ecfrbrowse/Title02/2chapter11.tpl>

3.1.6 Contractor shall comply with any and all other Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3.1.7 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of Tamarac, in accordance with the requirements as stated in 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 let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.1.8 Time and Material Contracting (if required):

As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

3.17.1 Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

3.17.2. All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

3.17.3. All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm.

3.17.4. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.



- 3.19 Bonding:** Contractor shall provide the City with a Performance and Payment Bond in the amount of \$1,000,000 within three (3) calendar days of a written Notice to Proceed by City. 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.

4) Insurance

- 4.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager Certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 4.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

5) Time of Commencement and Substantial Completion

- 5.1.** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and upon issuance of a Notice to Proceed by the City as the result of an event requiring Contractor's services. The Contractor shall begin preparation for mobilization immediately after receiving the Notice to Proceed and be fully operational within forty eight (48) hours. If emergency road clearance is needed, Contractor shall have crews working within twenty-four (24) hours.
- 5.2.** The work, including site restoration prior to close-out shall be completed within thirty (30) calendar days after receiving notice from the CITY that the last load of debris has been delivered.

6) Contract Pricing

Pricing for this Agreement shall be in accordance with the schedule of unit prices attached hereto as Appendix 1.



7) Payment

- 7.1** The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.
- 7.2** If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.).
- 7.3** Invoices shall be submitted to the City's authorized representative on a bi-weekly basis unless otherwise directed by the City. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records, and shall cover for no more than a 30 day period. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.
- 7.4** A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.
- 7.5** No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- 7.6** The City of Tamarac will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other

travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

- 7.7** The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
- 7.8** Payment for disposal cost incurred by the Contractor(s) at City approved Final Disposal Sites will be made at the cost incurred by the Contractor. 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.
- 7.9** Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- 7.10** In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed eligible by FEMA or FHWA, unless the City otherwise agrees in writing.
- 7.11** All debris clearance invoices will be audited for compliance with Federal record keeping and documentation requirements prior to payment.
- 7.12** Payment will only be made for debris that FEMA determines to be eligible.
- 7.13** Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

8) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.



9) **Warranty**

Contractor warrants the work against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

10) **Indemnification**

10.1. The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

10.2. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

i. The Contractor shall pay all claims, losses, liens. Settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement

10.3. Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 786.28, as amended from time to time

11) **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Contract, the Contractor and its subcontractors



shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

14) Notice

Whenever either party desires or is required under this Agreement to give notice



to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

Ashbritt, Inc.
565 East Hillsboro Boulevard
Deerfield Beach, FL 33441
Attn: John Noble, VP, Chief Operating Officer
jnoble@ashbritt.com
(954) 725-6992 Office
(954) 725-6991 Facsimile
(800) 244-5094 Toll Free

15) Termination

15.1. Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

15.2. Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

16) 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:

- 16.1** 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.
- 16.2** 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.
- 16.3** The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as 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.

17) Change Orders

- 17.1** The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- 17.2** All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
 - 17.2.1** No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.

17.2.2 The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.

17.2.3 The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.

17.2.4 If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.

17.2.5 The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.

17.2.6 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.

17.2.7 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

17.2.8 The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

17.2.8.1 By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.

17.2.8.2 When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as



required in the previous paragraph.

18) Uncontrollable Forces

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

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

19) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

21) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

22) Severability; Waiver of Provisions



Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

23) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

24) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

25) Records / Audits

25.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

25.1.1 Keep and maintain public records required by the City in order to perform the service;

25.1.2 Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

25.1.3 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 contract if the contractor does not transfer the records to the City.

25.1.4 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 City 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 public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

- 25.2** During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

26) Public Records Custodian

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 CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

7525 NW 88TH AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Vice President / Chief Operating Officer, duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

Michael C. Cernech, City Manager

ATTEST:

Pat Teufel, CMC
Interim City Clerk

Date:

Date

Approved as to form and legal sufficiency:

City Attorney

ATTEST:

(Corporate Secretary)

ASHBRITT, INC.

Company Name

Signature of President/Owner

RANDAL PERKINS
Type/Print Name of Corporate Secy.

John Noble

Vice President / Chief Operating Officer

(CORPORATE SEAL)

Date

4/7/2017

City of Tamarac



Purchasing & Contracts Division

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
 COUNTY OF BROWARD :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared John Noble, Vice President / Chief Operating Officer of Ashbritt, Inc., a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of April 7, 2017.



Kelly Beckmann
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG061862
 Expires 1/13/2021

Kelly Beckmann
 Signature of Notary Public
 State of Florida at Large

KELLY BECKMANN
 Print, Type or Stamp
 Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

 Type of I.D. Produced

☒ DID take an oath, or
☐ DID NOT take an
 oath.



APPENDIX 1 – SCHEDULE OF PRICES

SCHEDULE 1 – HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE	Unit of Measure	Unit Price
EQUIPMENT TYPE WITH OPERATOR CATEGORY		
50' Bucket Truck	Hour	\$160.00
Crash Truck w/Impact Attenuator	Hour	\$95.00
Dozer, Tracked, D3 or Equivalent	Hour	\$60.00
Dozer, Tracked, D4 or Equivalent	Hour	\$85.00
Dozer, Tracked, D5 or Equivalent	Hour	\$125.00
Dozer, Tracked, D8 or Equivalent	Hour	\$145.00
Dump Truck, 16 +/- CY	Hour	\$75.00
Dump Truck, 20 +/- CY	Hour	\$80.00
Dump Truck, 38 +/- CY	Hour	\$90.00
Generator, 5.5 kW, List kW Capacity	Hour	\$27.00
Generator, 200 kW, List kW Capacity	Hour	\$92.00
Generator, 2,500 kW, List kW Capacity	Hour	\$325.00
Light Plant with Fuel and Support	Hour	\$42.00
Grader w/12" Blade (Min. 30,000 LB)	Hour	\$110.00
Hydraulic Excavator, 1.5 CY	Hour	\$120.00
Hydraulic Excavator, 2.5 CY	Hour	\$130.00
Kunckleboom Loader	Hour	\$155.00
Lowboy Trailer w/ Tractor	Hour	\$95.00
Mobil Crane up to 15 Ton	Hour	\$185.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	Hour	\$105.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	Hour	\$131.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	Hour	\$190.00

City of Tamarac



Purchasing & Contracts Division

EQUIPMENT TYPE WITH OPERATOR CATEGORY	Unit of Measure	Unit Price
Pickup Truck, 1 Ton	Hourly Labor Rate	\$50.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	Hourly Labor Rate	\$85.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	Hourly Labor Rate	\$95.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	Hourly Labor Rate	\$85.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	Hourly Labor Rate	\$95.00
Tub Grinder, 800 to 1,000 HP	Hourly Labor Rate	\$325.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	Hourly Labor Rate	\$125.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	Hourly Labor Rate	\$135.00
Truck, Flatbed	Hourly Labor Rate	\$70.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	Hourly Labor Rate	\$12.00
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	Hourly Labor Rate	\$60.00
Wheel Loader, 3 CY, 152 HP	Hourly Labor Rate	\$175.00
Wheel Loader, 4.0 CY, 200 HP	Hourly Labor Rate	\$180.00
Wheel Loader, 1.5 CY, 95 HP	Hourly Labor Rate	\$120.00
LABOR CATEGORY		
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	Hour	\$85.00
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and miscellaneous supplies in support of crew	Hour	\$60.00
Tree Climber/ Chainsaw and Gear	Hour	\$55.00
Laborer w/ Chainsaw and Gear	Hour	\$30.00
Laborer w/ Small Tools, Traffic Control, or Flag Person	Hour	\$30.00
Bonded and Certified Security Personnel	Hour	\$40.00



City of Tamarac

Purchasing & Contracts Division

CREW CATEGORY	Unit of Measure	Unit Price
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	Hourly Labor Rate	\$325.00

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SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 1 to 9. Items -10 to 19 are Ancillary Services.

No.	Description	Unit of Measure	Unit Price
1	Vegetative Debris Removal (based on Section 2.4.2) Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. This proposed rate shall apply to Removal of Debris from City Parks & Facilities (Section 2.3.4). Removing debris from public property and ROW and hauling to DMS	Cubic Yard	\$8.75
2	C&D Debris Removal (based on Section 2.4.3) Work consists of the collection and transportation of eligible C&D on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. Removing C&D debris from ROW or public property and hauling to DMS	Cubic Yard	\$8.75
3	Debris Removal from Canals / Waterways (based on Section 2.4.5) Work consists of the collection and transportation of eligible debris from City maintained canals and waterways to a City approved debris management site (DMS) or City approved final disposal site. Removing debris from city maintained canals/waterways and hauling to DMS	Cubic Yard	\$25.00
4	DMS Operation and Debris Management and Reduction (based on Section 2.4.6) Work consists of managing and operating DMS for acceptance, management, and reduction of eligible C&D and vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Cubic Yard	\$4.25
5	Haul-out of Reduced Debris to a City Approved Final Disposal Site (based on Section 2.4.7) Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS to a City approved final disposal site.	Cubic Yard	\$2.50
6	Mileage for Haul-out to Final Disposal Site in excess of 25 miles from DMS Work consists of transporting eligible disaster related debris to a City approved final disposal site in excess of 25 Miles from the DMS. Distance is measured as the crow flies and rounded to the nearest mile as follows:		
	0 – 25 Miles shall be included in Item #5 "Haul of Reduced Debris"	N/A	N/A
	26 – 50.9 Miles	Cubic Yard	\$5.25
	51 to 75.9 Miles	Cubic Yard	\$7.00



	76 to 100.9 Miles	Cubic Yard	\$8.25
	101 to 125.9 Miles	Cubic Yard	\$8.50
	126 to 150.9 Miles	Cubic Yard	\$12.50
	Per CY Rate for Mileage in excess of 151 miles	Cubic Yard	\$13.00
7	Removal of Hazardous Trees and Limbs (based on Section 2.4.8) Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. Sizes as follows:		
	6 inch to 12.99 inch diameter	Per Tree	\$45.00
	13 inch to 24.99 inch diameter	Per Tree	\$85.00
	25 inch to 36.99 inch diameter	Per Tree	\$180.00
	37 inch to 48.99 inch diameter	Per Tree	\$300.00
	49 inch and larger diameter	Per Tree	\$350.00
	Hanger Removal (per Tree)	Per Tree	\$75.00
8	Removal of Hazardous Stumps (based on Section 2.4.9) Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Sizes as follows:		
	24.1 inch to 36.99 inch diameter	Per Stump	\$325.00
	37 inch to 48.99 inch diameter	Per Stump	\$425.00
	49 inch and larger diameter	Per Stump	\$550.00
9	ROW White Goods Debris Removal (based on Section 2.4.10) Work consists of the removal of eligible White Goods from the ROW to a City approved DMS site or City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the City approved DMS to a City approved facility for recycling. Units as follows:		
	AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	Per Unit	\$55.00



	Washers, dryers, stoves, ovens, and hot water heaters	Per Unit	\$95.00
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE FOR ANCILLARY ITEMS			
10	Household Hazardous Waste Removal, Transport, and Disposal (based on Section 2.4.11) Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill.	Per Pound	\$15.00
11	E-Waste Removal (based on Section 2.4.12) Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	Per Unit	\$30.00
12	Abandoned Vehicle Removal (based on Section 2.4.13) Work consists of the removal and transport of eligible abandoned vehicles as follows:		
	Passenger Car	Per Unit	\$350.00
	Single Axle	Per Unit	\$350.00
	Double Axle	Per Unit	\$350.00
13	Dead Animal Carcasses (based on Section 2.3.14) Work consists of the recovery and disposal of dead animal carcasses.	Per Pound	\$4.25
14	Bottled Water (1 Gallon Bottles)	Per Gallon	\$3.25
15	Bottled Water (24 bottles per case. Each bottle approximately 16.9 oz.)	Per Case of 24	\$14.50
16	Ice, pre-packaged in 10 lb. bags	Per Pound	\$4.75
17	Meals Ready-to-Eat	Each	\$7.50
18	Meals Ready-to-Eat (Kosher)	Each	\$13.00
19	Portable Outdoor Toilet with Sanitary Pumping Services Included	Rental Per Week	\$475.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2017

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 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 USI Insurance Services, LLC 500 Columbia Drive, Ste 102 West Palm Beach FL 33409	CONTACT NAME: Kandi schmitz PHONE (A/C, No, Ext): 561-693-0504 FAX (A/C, No): 855-420-6662 E-MAIL: kandi.schmitz@usi.com ADDRESS:												
INSURED AshBritt, Inc 565 East Hillsboro Blvd Deerfield Beach FL 33441	INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: Starr Surplus Lines Insurance Compa</td> <td style="width: 20%;">NAIC # 13604</td> </tr> <tr> <td>INSURER B: Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Starr Surplus Lines Insurance Compa	NAIC # 13604	INSURER B: Starr Indemnity & Liability Company	38318	INSURER C: Federal Insurance Company	20281	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Federal Insurance Company	20281												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 639905536**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y Y	1000065845161	5/22/2016	5/22/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 S
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 20,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT LOC					
B	AUTOMOBILE LIABILITY	Y Y	SISIPCA08263216	5/22/2016	5/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) S BODILY INJURY (Per accident) S PROPERTY DAMAGE (Per accident) S S
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
A	UMBRELLA LIAB	Y Y	1000336529161	5/22/2016	5/22/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 S
	<input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTIONS					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	004472753903	5/22/2016	5/22/2017	X WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				
A	Pollution		1000065845161	5/22/2016	5/22/2017	\$1,000,000 per Occ
C	Professional		06639855	5/22/2016	5/22/2017	\$1,000,000 per Claim
	Equipment					See Desc of Operation

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

10 days Notice for Non Payment; 30 days Notice All Other. General Liability, Professional and Pollution includes Primary & Non-Contributory, Additional insured and Waiver of Subrogation. Auto policy includes Pollution, Broadened Coverage and Waiver of Right of Recovery against us. Workers Compensation includes Waiver of our Right to Recover. Equipment Coverage leased/borrowed or rented \$500,000 limit including Wind.

CERTIFICATE HOLDER**CANCELLATION**

City of Tamarac
 7525 NW 88 Ave
 Tamarac FL 33321

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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Starr Surplus Lines Insurance Company
Chicago, IL 1-646-227-6300

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000065645161
Named Insured: AshBritt, Inc

Effective Date: May 22, 2016 at 12:01 A.M.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

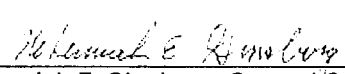
Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for **STARR SURPLUS LINES INSURANCE COMPANY**



Charles H. D'Angelo, President



Nehemiah E. Ginsburg, General Counsel

COMMERCIAL AUTO
CA 99 48 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

POLICY NUMBER: 1000065645161

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 1000065645161

COMMERCIAL GENERAL LIABILITY
CG 20 28 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF
LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 1000065645161

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

As required in a written
contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

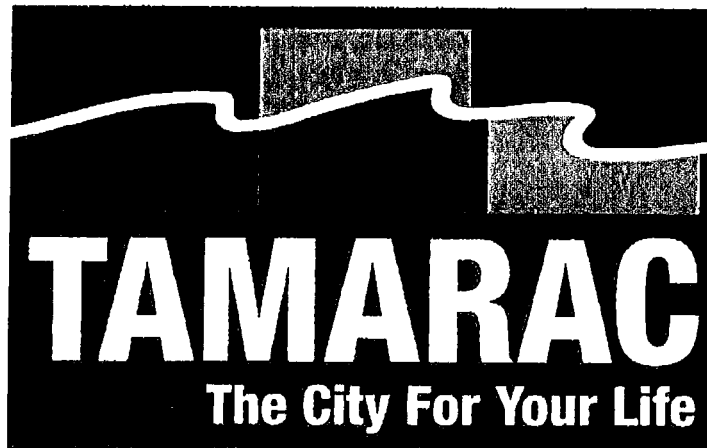
Endorsement No.

Premium \$

Insurance Company

Countersigned by _____

AGREEMENT



DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

Request for Proposal No. 17-07R

D & J ENTERPRISES, INC.

City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
(954) 597-3570
Tamarac, FL 33321

**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
D & J ENTERPRISES, INC.**

THIS AGREEMENT is made and entered into this ____ day of 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and D & J Enterprises, Inc., an Alabama corporation duly registered as a Florida Foreign Corporation with principal offices located at 3495 Lee Road 10, Auburn, AL 36832 (the "Contractor") to provide for Disaster Debris Removal and Disposal Services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents shall consist of this Agreement, Request for Proposal Document No. 17-07R, titled "Disaster Debris Removal and Disposal Services" dated January 15, 2017, and including all conditions therein, Instructions, General Terms and Conditions, Statement of Work, Scope of Services, Special Conditions and/or Special Provisions, Technical Specifications, Exhibits A, B and C, drawings, all addenda, the Contractor's bid/proposal dated February 17, 2017 all of which are included herein by reference, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Proposal No. 17-07R, Disaster Debris Removal and Disposal Services, as issued by the City dated January 15, 2017, and the Contractor's Proposal dated February 17, 2017, Request for Proposal Document No. 17-07R dated January 15, 2017 as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) Contract Term

The successful contractor shall be awarded a contract for three (3) years with the option to renew the contract for two (2) additional two (2) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

3) The Work

3.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

3.1.1 Contractor shall furnish all labor, materials, and equipment

necessary to provide Disaster Debris Removal and Disposal Services as required by the Scope of Work of City's Request for Proposal 17-07R.

3.1.2 Contractor shall adhere to all requirements of the Request for Proposal document 17-07R.

3.1.3 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

3.1.4 Contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

3.1.5 FHWA-ER Program and 2 CFR Part 200 Contract Requirements

3.1.5.1 The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor regarding the following:

3.1.5.2 FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.

3.1.5.3 Buy America Requirements

3.1.5.4 49 CFR Part 26, Disadvantage Business Enterprise Program

3.1.5.5 American with Disabilities Act of 1990 (ADA)

3.1.5.6 Convict Labor Prohibition

3.1.5.7 All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

3.1.5.7.1 Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.

- 3.1.5.7.2 All disaster invoices shall include the location where delivered or where used, if appropriate.
- 3.1.5.8 All contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
- 3.1.5.8.1 Time cards.
 - 3.1.5.8.2 Daily work reports for every employee, by each separate FEMA category of work
 - 3.1.5.8.3 Daily equipment use, by each separate FEMA category of work.
 - 3.1.5.8.4 List of all supplies and materials used, by each separate FEMA category of work.
 - 3.1.5.8.5 Includes both prime and sub-contractors
- 3.1.5.9 All work must be properly grouped according to FEMA damage categories as specified in the contract.
- 3.1.5.10 FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.
- 3.1.5.11 200 C.F.R. regulations may be found at <http://www.ecfr.gov/cgi-bin/text-idx?SID=634b707069fd26e4847a948469ec4056&mc=true&tpl=/ecfrbrowse/Title02/2chapterII.tpl>
- 3.1.6 Contractor shall comply with any and all other Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- 3.1.7 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of Tamarac, in accordance with the

requirements as stated in 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 let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.1.8 Time and Material Contracting (if required):

As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

3.1.8.1 Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

3.1.8.2. All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

3.1.8.3. All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm.

3.1.8.4. All Time and Materials contracts listing

equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

- 3.1.9 Bonding:** Contractor shall provide the City with a Performance and Payment Bond in the amount of \$1,000,000 within three (3) calendar days of a written Notice to Proceed by City. 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.

4) Insurance

- 4.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager Certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 4.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

5) Time of Commencement and Substantial Completion

- 5.1.** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and upon issuance of a Notice to Proceed by the City as the result of an event requiring Contractor's services. The Contractor shall begin preparation for mobilization immediately after receiving the Notice to Proceed and be fully operational within forty eight (48) hours. If emergency road clearance is needed, Contractor shall have crews working within twenty-four (24) hours.
- 5.2.** The work, including site restoration prior to close-out shall be completed within thirty (30) calendar days after receiving notice from the CITY that the last load of debris has been delivered.

6) Contract Pricing

Pricing for this Agreement shall be in accordance with the schedule of unit prices attached hereto as Appendix 1.

7) Payment

- 7.1** The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.
- 7.2** If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.).
- 7.3** Invoices shall be submitted to the City's authorized representative on a bi-weekly basis unless otherwise directed by the City. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records, and shall cover for no more than a 30 day period. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.
- 7.4** A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.
- 7.5** No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of

debris actually removed in the contract.

- 7.6 The City of Tamarac will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.
- 7.7 The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
- 7.8 Payment for disposal cost incurred by the Contractor(s) at City approved Final Disposal Sites will be made at the cost incurred by the Contractor. 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.
- 7.9 Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- 7.10 In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed eligible by FEMA or FHWA, unless the City otherwise agrees in writing.
- 7.11 All debris clearance invoices will be audited for compliance with Federal record keeping and documentation requirements prior to payment.
- 7.12 Payment will only be made for debris that FEMA determines to be eligible.
- 7.13 Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

8) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be

submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

9) Warranty

Contractor warrants the work against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

10) Indemnification

10.1. The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

10.2. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens. Settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement

10.3. Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes

786.28, as amended from time to time

11) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof,

shall not be subcontracted without the prior written consent of the city.

14) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

D & J Enterprises, Inc.
3495 Lee Road 10
Auburn, AL 36832
Attn: Richard D. Starr, President

(334) 821-1249 Office
(334) 821-5227 Facsimile

15) Termination

15.1. Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

15.2. Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such

neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

16) 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:

- 16.1** 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.
- 16.2** 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.
- 16.3** The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as 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.

17) Change Orders

- 17.1** The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- 17.2** All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.

- 17.2.1 No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
- 17.2.2 The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
- 17.2.3 The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.
- 17.2.4 If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
- 17.2.5 The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- 17.2.6. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.
- 17.2.7 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.
- 17.2.8 The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:
- 17.2.8.1 By a Cost Analysis process to be performed on

all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.

17.2.8.2 When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

18) Uncontrollable Forces

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

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

19) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20) Venue

This Agreement shall be governed by the laws of the State of Florida as now and

hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

21) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

22) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

23) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

24) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

25) Records / Audits

25.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- 25.1.1 Keep and maintain public records required by the City in order to perform the service;
- 25.1.2 Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

25.1.3 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 contract if the contractor does not transfer the records to the City.

25.1.4 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 City 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 public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

25.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

26) Public Records Custodian

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 CUSTODIAN OF PUBLIC RECORDS AT:



CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

Michael C. Cernech, City Manager

ATTEST:

Pat Teufel, CMC
Interim City Clerk

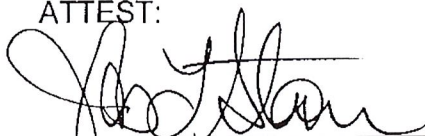
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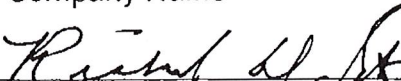
Date

Approved as to form and legal sufficiency:

City Attorney

ATTEST:


(Corporate Secretary)**D & J ENTERPRISES, INC.**

Company Name
Signature of President/Owner

James Starr
Type/Print Name of Corporate Secy.

Richard Starr
President

(CORPORATE SEAL)

Date

4/3/17



CORPORATE ACKNOWLEDGEMENT

STATE OF Alabama :
COUNTY OF Lee :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Richard Starr President of D & J Enterprises, Inc., an Alabama Corporation duly registered as a Florida Foreign Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this ^{3rd} day of April, 2017.

Cathryn Bryant
Signature of Notary Public
State of Florida at Large
Alabama

Print, Type or Stamp
Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☒ DID take an oath, or
☐ DID NOT take an
oath.



APPENDIX 1 – SCHEDULE OF PRICES

SCHEDULE 1 – HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE	Unit of Measure	Unit Price
EQUIPMENT TYPE WITH OPERATOR CATEGORY		
50' Bucket Truck	Hour	\$150.00
Crash Truck w/Impact Attenuator	Hour	\$95.00
Dozer, Tracked, D3 or Equivalent	Hour	\$60.00
Dozer, Tracked, D4 or Equivalent	Hour	\$75.00
Dozer, Tracked, D5 or Equivalent	Hour	\$80.00
Dozer, Tracked, D8 or Equivalent	Hour	\$100.00
Dump Truck, 16 +/- CY	Hour	\$65.00
Dump Truck, 20 +/- CY	Hour	\$75.00
Dump Truck, 38 +/- CY	Hour	\$100.00
Generator, 5.5 kW, List kW Capacity	Hour	\$30.00
Generator, 200 kW, List kW Capacity	Hour	\$100.00
Generator, 2,500 kW, List kW Capacity	Hour	\$500.00
Light Plant with Fuel and Support	Hour	\$40.00
Gradere w/12" Blade (Min. 30,000 LB)	Hour	\$120.00
Hydraulic Excavator, 1.5 CY	Hour	\$90.00
Hydraulic Excavator, 2.5 CY	Hour	\$110.00
Kunckleboom Loader	Hour	\$100.00
Lowboy Trailer w/ Tractor	Hour	\$100.00
Mobil Crane up to 15 Ton	Hour	\$150.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	Hour	\$100.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	Hour	\$200.00

Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	Hour	\$500.00
EQUIPMENT TYPE WITH OPERATOR CATEGORY	Unit of Measure	Unit Price
Pickup Truck, 1 Ton	Hourly Labor Rate	\$40.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	Hourly Labor Rate	\$50.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	Hourly Labor Rate	\$60.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	Hourly Labor Rate	\$60.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	Hourly Labor Rate	\$70.00
Tub Grinder, 800 to 1,000 HP	Hourly Labor Rate	\$400.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	Hourly Labor Rate	\$90.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	Hourly Labor Rate	\$110.00
Truck, Flatbed	Hourly Labor Rate	\$65.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	Hourly Labor Rate	\$35.00
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	Hourly Labor Rate	\$40.00
Wheel Loader, 3 CY, 152 HP	Hourly Labor Rate	\$75.00
Wheel Loader, 4.0 CY, 200 HP	Hourly Labor Rate	\$90.00
Wheel Loader, 1.5 CY, 95 HP	Hourly Labor Rate	\$65.00
LABOR CATEGORY		
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	Hour	\$75.00
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc supplies in support of crew	Hour	\$65.00
Tree Climber/ Chainsaw and Gear	Hour	\$40.00
Laborer w/ Chainsaw and Gear	Hour	\$35.00
Laborer w/ Small Tools, Traffic Control, or Flag Person	Hour	\$30.00
Bonded and Certified Security Personnel	Hour	\$30.00



CREW CATEGORY	Unit of Measure	Unit Price
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	Hourly Labor Rate	\$250.00

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SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 1 to 9. Items –10 to 19 are Ancillary Services.

No.	Description	Unit of Measure	Unit Price
1	Vegetative Debris Removal (based on Section 2.4.2) Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. This proposed rate shall apply to Removal of Debris from City Parks & Facilities (Section 2.3.4). Removing debris from public property and ROW and hauling to DMS	Cubic Yard	\$6.82
2	C&D Debris Removal (based on Section 2.4.3) Work consists of the collection and transportation of eligible C&D on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. Removing C&D debris from ROW or public property and hauling to DMS	Cubic Yard	\$6.82
3	Debris Removal from Canals / Waterways (based on Section 2.4.5) Work consists of the collection and transportation of eligible debris from City maintained canals and waterways to a City approved debris management site (DMS) or City approved final disposal site. Removing debris from city maintained canals/waterways and hauling to DMS	Cubic Yard	\$8.25
4	DMS Operation and Debris Management and Reduction (based on Section 2.4.6) Work consists of managing and operating DMS for acceptance, management, and reduction of eligible C&D and vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Cubic Yard	\$2.95
5	Haul-out of Reduced Debris to a City Approved Final Disposal Site (based on Section 2.4.7) Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS to a City approved final disposal site.	Cubic Yard	\$2.70
6	Mileage for Haul-out to Final Disposal Site in excess of 25 miles from DMS Work consists of transporting eligible disaster related debris to a City approved final disposal site in excess of 25 Miles from the DMS. Distance is measured as the crow flies and rounded to the nearest mile as follows:		
	0 – 25 Miles shall be included in Item #5 "Haul of Reduced Debris"	N/A	N/A
	26 – 50.9 Miles	Cubic Yard	\$3.50
	51 to 75.9 Miles	Cubic Yard	\$5.00

	76 to 100.9 Miles	Cubic Yard	\$8.00
	101 to 125.9 Miles	Cubic Yard	\$9.00
	126 to 150.9 Miles	Cubic Yard	\$10.00
	Per CY Rate for Mileage in excess of 151 miles	Cubic Yard	N/A
7	Removal of Hazardous Trees and Limbs (based on Section 2.4.8) Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. Sizes as follows:		
	6 inch to 12.99 inch diameter	Per Tree	\$20.00
	13 inch to 24.99 inch diameter	Per Tree	\$35.00
	25 inch to 36.99 inch diameter	Per Tree	\$45.00
	37 inch to 48.99 inch diameter	Per Tree	\$75.00
	49 inch and larger diameter	Per Tree	\$100.00
	Hanger Removal (per Tree)	Per Tree	\$30.00
8	Removal of Hazardous Stumps (based on Section 2.4.9) Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Sizes as follows:		
	24.1 inch to 36.99 inch diameter	Per Stump	\$175.00
	37 inch to 48.99 inch diameter	Per Stump	\$300.00
	49 inch and larger diameter	Per Stump	N/A
9	ROW White Goods Debris Removal (based on Section 2.4.10) Work consists of the removal of eligible White Goods from the ROW to a City approved DMS site or City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the City approved DMS to a City approved facility for recycling. Units as follows:		
	AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	Per Unit	\$85.00

	Washers, dryers, stoves, ovens, and hot water heaters	Per Unit	\$40.00
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE FOR ANCILLARY ITEMS			
10	Household Hazardous Waste Removal, Transport, and Disposal (based on Section 2.4.11) Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill.	Per Pound	\$10.00
11	E-Waste Removal (based on Section 2.4.12) Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	Per Unit	\$50.00
12	Abandoned Vehicle Removal (based on Section 2.4.13) Work consists of the removal and transport of eligible abandoned vehicles as follows:		
	Passenger Car	Per Unit	\$55.00
	Single Axle	Per Unit	\$70.00
	Double Axle	Per Unit	\$750.00
13	Dead Animal Carcasses (based on Section 2.3.14) Work consists of the recovery and disposal of dead animal carcasses.	Per Pound	\$10.00
14	Bottled Water (1 Gallon Bottles)	Per Gallon	\$8.00
15	Bottled Water (24 bottles per case. Each bottle approximately 16.9 oz.)	Per Case of 24	\$10.00
16	Ice, pre-packaged in 10 lb. bags	Per Pound	\$1.00
17	Meals Ready-to-Eat	Each	\$30.00
18	Meals Ready-to-Eat (Kosher)	Each	\$40.00
19	Portable Outdoor Toilet with Sanitary Pumping Services Included	Rental Per Week	\$200.00

D&JENTE-02

ACOOK



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/30/2017

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 Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Angle Cook, CIC, PIAM PHONE (A/C, No, Ext): (601) 960-8244 FAX (A/C, No): (601) 208-3044 E-MAIL ADDRESS: acook@fbbins.com														
INSURED D & J Enterprises, Inc. 3495 Lee Road 10 Auburn, AL 36832	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : AGCS Marine Ins Company</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : AGCS Marine Ins Company		INSURER D :		INSURER E :		INSURER F :	
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INSURER C : AGCS Marine Ins Company															
INSURER D :															
INSURER E :															
INSURER F :															

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

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

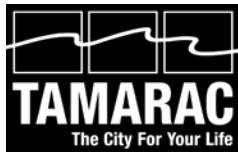
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GLO375760007	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP375759907	02/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP41M4928317NF	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC375759807	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented			MXI93028583	02/01/2017	02/01/2018	Limit 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability, Auto Liability & Umbrella Liability policies contain blanket additional insured wording on a primary & non-contributory basis when required by written contract. General Liability includes completed operations when required by written contract. General Liability, Automobile Liability, Workers Compensation & Umbrella Liability policies contain blanket waiver of subrogation wording when required by written contract. A \$1000 Ded applies to equipment less than \$10,000; \$5,000 on all other items; 2% of the total value for Named Windstorm subject to a minimum of \$100,000. As respects property coverage, at the time of loss, insured value will be the lesser of the ACV, market value or replacement with like kind or quality. All coverage is subject to policy terms, conditions and exclusions.

Reference Only: Disaster Debris Removal and Disposal Services

CERTIFICATE HOLDER**CANCELLATION**

City of Tamarac 7525 NW 88th Avenue Tamarac, FL 33321	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
---	---



ADDENDUM NO. 2

DATE: February 13, 2017

BID NO. 17-07R
DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

This addendum shall modify and become a part of the original Request for Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for **RFP No.17-07R – Financial Auditing Services.**

TO ALL PROSPECTIVE PROPOSERS:

Please note the response to the following question. The Response is shown in italic type.

9. Q. Schedule 2 – UNIT RATE PRICE SCHEDULE contains the following phrase for items 1, 2 and 3 "Work consists of the collection and transportation of eligible (vegetation, C&D, waterway) debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site." The distance to the DMS is minimal and the distance to the final disposal site can be very high based on availability of permitted sites that accept disaster debris. In addition, page 58, section e. of the RFP references that one-way mileage rates will be calculated as the crow flies however no mileage is indicated on Schedule 2. Would the City consider adding mileage increments?

A. No, not for this item. The City is only 10 square miles in area, and the site(s) will be within the City limits. PLEASE DELETE THE WORDS "or City approved final disposal site" from the descriptions for items 1, 2 and 3 in Schedule 2.

ALSO,

Please amend 2.4.3, first paragraph to read as follows:

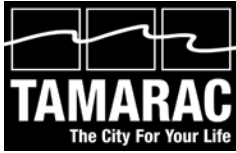
"2.4.3 ROW Vegetative Debris Removal

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. 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."

Please amend 2.4.4, first paragraph to read as follows:

"2.4.4 Removal of Debris from City Parks and Facilities

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment,



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PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321

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fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in City Parks and Facilities to a City approved DMS ~~or a City approved Final Disposal~~ Site in accordance with all federal, state and local rules and regulations."

Please Amend 2.4.5, first paragraph to read as follows:

"2.4.5 Removal of Debris from Canals/Waterways

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. 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 in City maintained canals and waterways to a City approved DMS ~~or a City approved Final Disposal~~ Site in accordance with all federal, state and local rules and regulations."

Please return and/or acknowledge this Addendum No.2 with your bid submittal due **February 15, 2017 by 3:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.**

Sincerely,

Keith K. Glatz
Purchasing and Contracts Manager

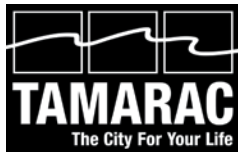
Please Acknowledge Receipt and Review of this Addendum:

Company Name: _____

Authorized Signature: _____

Date: _____

Printed Name: _____



ADDENDUM NO. 1

DATE: February 10, 2017

BID NO. 17-07R
DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

This addendum shall modify and become a part of the original Request for Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for **RFP No.17-07R – Financial Auditing Services.**

TO ALL PROSPECTIVE PROPOSERS:

1. Please note that under p. 32, Statement of Work, 2. SCOPE OF WORK, that the Section numbering under Section 2.4 should read 2.4.1 through 2.4.15, instead of 2.3.1 through 2.3.15. The numbering convention should also be reflected in Section 16 "Documentation and Measurement" on p. 58; Part VIII EVALUATION OF PROPOSALS, Section A, EVALUATION METHOD AND CRITERIA paragraph 5 "Price Evaluation" beginning on p. 65; and SCHEDULE 2 – UNIT RATE PRICE SCHEDULE beginning on p. 117.

2. Please note that under p. 4, Statement of Work, 2 SCOPE OF WORK, that the Section numbering under Section 2.9, Technical Specifications, the Section numbering should read 2.9.1 through 2.9.5 instead of 2.8.1 through 2.8.5.

3. A revised BID DOCUMENT, including a Revised SCHEDULE 2 – UNIT RATE PRICE SCHEDULE is included herein. Changes to the bid document reflect changes enumerated in this Addendum #1. Numbering shall now begin at 1 and will be consecutive from that point.

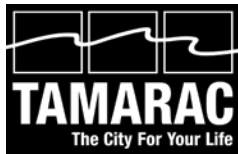
*******PLEASE DOWNLOAD THE REVISED BID WHICH INCLUDES A REVISED UNIT RATE PRICE SCHEDULE!*******

4. Please note responses to the following questions. Responses are shown in italic type.

1. Q. At present we only have audited financial statements signed by an outside CPA firm as of December 2015. Our 2016 audit is still in process, would it be acceptable to submit a draft of our 2016 financials as well as the audited 2015 statement?

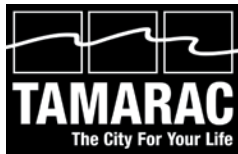
A. *We understand that audit statements for 2016 will not yet be available for firms who work on a calendar year basis. A 2015 audited statement will be acceptable.*

2. Q. P. 11 states that there is a 30 page limit excluding required submittals, addenda, equipment lists and résumés. Please confirm if the following required submittals will be counted towards the page limit: 7 year past performance, licenses, certifications of key personnel, financial letters, DMS Safety and Operational plan, required forms, bid bond, financial statements, and signing authority?



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- A. *Yes, all of these items except for the DMS Safety and Operational plan should be included in the page count. Accordingly, please change the page limit from 30 pages to 50 pages with the DMS Safety and Operational plan included as a separate attachment. Please remember that the City also requires an electronic version of this document as well, preferably on a flash drive or a readable CD. Additional information beyond 50 pages may be included on the thumb drive, and proposers should note on their paper bid form that any extra pages are included on the electronic version accordingly.*
3. Q. P. 68 Talks about the technical proposal and the price proposal as if they are two separate proposals. P. 64 shows the technical as being in tab 4 and the price as being in tab 5. Are the technical and the price supposed to be separate, or do they belong in the same proposal submittal?
- A. *The intent of the wording on page 68 regarding Technical AND Cost/Price proposal is emphasize that the complete submittal must include both the technical approach (Tab 4) and Price (Tab 5). Accordingly, the technical and price proposal belong in the same proposal submittal.*
- Q. P. 72 Corporate Resolution: We are a Limited Liability Company with a Signing Authority that acts as our Corporate Resolution. Are we allowed to submit our Signing Authority in lieu of the Corporate Resolution form?
- A. *You may submit your firm's own "Signing Authority", however it needs to be attested to by your Corporate Secretary or an appropriate notary to validate that the authority granted is current. Should you utilize this option, please make an appropriate notation on the City's Corporate Resolution form, and include your own form immediately following the City's Corporate Resolution form.*
4. Q. Pages 79 and 96 are supposed to be notarized, but there appears to be no place to sign. Can we add a signature line?
- A. *Page 79 is attesting to the signature required on page 78, and page 96 is attesting to the signature required on page 95. Accordingly, there is no need for an additional signature line.*
5. Q. The Offeror's Qualification Statement is requested to be submitted under Tab 1 General Information and Tab 5 Pricing Schedule / Certifications / Signature Form. Does the Offeror's Qualification Statement and References need to be submitted under both tabs or just one?



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A. *Please remove the reference to the Offeror's Qualification Statement & References under Tab 5 on p. 14. The Offeror's Qualification Statement & References should be included under Tab 1. Additionally proposers must include their firm's References as part of Tab 1, using the References sheet provided on p. 70.*

6. Q. Please confirm Tab 1 General Information, required submittals, transmittal letter, surety bond, equipment lists and resumes are not included in the 30 page limit and also please confirm Tab 6 Other Information is not included in the 30 page limit.

A. *Please refer to the response to Question 2 herein.*

7. Q. Section 12.2 states "The total number of pages MUST NOT exceed 30 pages (does not include the required submittals, addenda, equipment lists, or resumes)." Would the City consider increasing this to 50 pages so that all information requested can be included? An alternative would be to exclude Tab 3 from the page count as it is substantial.

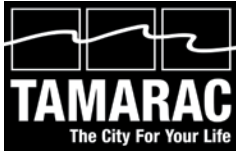
A. *Please refer to the response to Question 2 herein.*

8. Q. Pg 34 2.4.3 ROW C&D Debris Removal section c. states "Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site." In addition, Item 6, DMS Operation and Reduction Through Grinding, of the UNIT RATE PRICE SCHEDULE only states grinding of vegetation. There is no site management or reduction of C&D in the UNIT RATE PRICE SCHEDULE. Is it the City's intention that all C&D will be transported to a Final Disposal Site, not a Debris Management Site? This material is generally brought to a DMS for separation, recycling and reduction. Final disposal sites may be a far distance away and they generally have high traffic following disasters n you please provide the total audit hours for the last 3 years?

A. *Per SCOPE OF WORK Section 2.4.3, it is the intent that the contractor haul C&D to EITHER a temporary debris management site (DMS) OR directly to an approved Disposal Site. Accordingly, on p. 117, SCHEDULE 2 – UNIT RATE PRICE SCHEDULE, please correct the description for Item 2 (formerly item 3 per clarification number 3 shown above) for "C&D Debris Removal" to now read as follows:*

"Work consists of the collection and transportation of eligible C&D on the ROW or public property to a City approved debris management site or City approved final disposal site."

Additionally on p. 118 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE for Item 5 (formerly item 8 per clarification number 3 shown above) "Haul out of Reduced Debris..." per Section 2.4.7 includes: "Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321

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necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a City approved DMS(s) to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations."

9. Q. Schedule 2 – UNIT RATE PRICE SCHEDULE contains the following phrase for items 1, 2 and 3 (formerly items 2, 3, & 3 (duplicate) *per clarification number 3 shown above*) "Work consists of the collection and transportation of eligible (vegetation, C&D, waterway) debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site." The distance to the DMS is minimal and the distance to the final disposal site can be very high based on availability of permitted sites that accept disaster debris. In addition, page 58, section e. of the RFP references that one-way mileage rates will be calculated as the crow flies however no mileage is indicated on Schedule 2. Would the City consider adding mileage increments?

A. No, not for this item. The City is only 10 square miles in area, and the site(s) will be within the City limits.

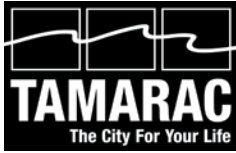
10. Q. Schedule 2 – UNIT RATE PRICE SCHEDULE Item 5, (formerly item 8 *per clarification number 3 shown above*) Haul-out of Reduced Debris to a City Approved Final Disposal Site does not include any mileage increments. Would the City consider adding mileage increments for the same rationale above?

A. Yes, the City will add mileage rates increments. Please note these additions on the revised SCHEDULE 2 – UNIT RATE PRICE SCHEDULE attached.

11. Q. P. 34, Section 2.4.3 ROW C&D Debris Removal section c. states "Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site." In addition, Item 4 (formerly item 6 *per clarification number 3 shown above*) DMS Operation and Reduction Through Grinding, of the UNIT RATE PRICE SCHEDULE only states grinding of vegetation. There is no site management or reduction of C&D in the UNIT RATE PRICE SCHEDULE. Is it the City's intention that all C&D will be transported to a Final Disposal Site, not a Debris Management Site? This material is generally brought to a DMS for separation, recycling and reduction. Final disposal sites may be a far distance away and they generally have high traffic following disasters.

*A. Any material may be hauled to a DMS or directly hauled to a final disposal site. The Unit Rate description provided for in Item 4 (formerly item 6 *per clarification number 3 shown above*) on Schedule 2 shall now read as follows:*

*"DMS Operation and Debris Management and Reduction (based on Section 2.4.6)
Work consists of managing and operating DMS for acceptance, management, and reduction of eligible C&D and vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid."*



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The unit rate shall be inclusive of costs associated with operating the DMS, debris management and reduction, and any DMS closure & remediation costs.

ALSO, please amend the first paragraph of Section 2.4.6 (formerly 2.3.6) to now read as follows:

"2.4.6 DMS(s) Management, Operations and Reduction"

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager."

Please return and/or acknowledge this Addendum No.1 with your bid submittal due **February 15, 2017 by 3:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.**

Sincerely,

Keith K. Glatz
Purchasing and Contracts Manager

Attachments – See Posting Page at Current Solicitations Web-site

Please Acknowledge Receipt and Review of this Addendum:

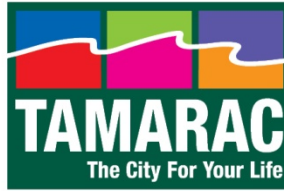
Company Name: _____

Authorized Signature: _____

Date: _____

Printed Name: _____

PURCHASING AND CONTRACTS DIVISION



Date: January 15, 2017

RFP NO. 17-07R

REQUEST FOR PROPOSALS RFP 17-07R (Revised 2/10/2017)

ALL QUALIFIED PROPOSERS:

Sealed Proposals, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **3:00 PM local time, February 15, 2017** for:

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

The City is soliciting proposals on behalf of the Public Services Department to obtain the services of a qualified firm(s) to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-way in the City of Tamarac, Florida in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). The City is seeking proposals from highly qualified Contractors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. Contractors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes. It is the intent of the City to award contracts to a Primary and a Secondary Contractor for these services in order to insure adequate resources at the time of an event.

The Contractor must handle debris management activities in the City of Tamarac, Florida in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the City's needs. The Contractor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding edibility.

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 of this proposal document as incorporated herein in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. The City maintains contract(s) with Contractor(s) to provide that service; and reviews those services through a separate procurement process. This RFP is specifically for Emergency Debris Removal Services. Contractors shall not include proposals that include Debris Monitoring Services. One or more Contractor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed. Prime Contractors shall comply.

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TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of Tamarac, in accordance with the requirements as stated in 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 let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

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

Sealed Proposals must be received and time stamped in the Purchasing Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any Proposals received **after** 3:00 p.m. on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer. Official time will be measured by the time stamp in the Purchasing Office.

Per Section IX of this proposal, Proposer to submit One **(1) Original** and **Five (5) copies** **ADDITIONALLY, submit One (1) electronic copy of the bid loaded on a flash drive or readable CD along with your proposal submittal.**

A 5% Bid Deposit / Bid Surety based on the greater of \$1,000,000 or the contract value, whichever is greater, shall be submitted along with the proposal.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City.

Proposal documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org/index.aspx?nid=317>. For inquiries, contact the Purchasing Office at (954) 597-3570.



Keith K. Glatz, CPPO
Purchasing and Contracts Manager

Publish Sun-Sentinel: January 15, 2017

REQUEST FOR PROPOSALS

RFP 17-07R

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

I. INTRODUCTION

The City is soliciting proposals on behalf of the Tamarac Public Services Department to obtain the services of a qualified firm to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, and City maintained canals and waterways in the City of Tamarac, Florida in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). The City is seeking proposals from highly qualified Contractors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. Contractors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes.

The Contractor must handle debris management activities in the City of Tamarac, Florida in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the City's needs. The Contractor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility.

Contracts must meet rules for Federal grants, as provided for in Title 2, C.F.R. § 200 for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety in order to be eligible for reimbursement under the Public Assistance Program. This proposal is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200 as detailed in EXHIBIT C to this document and shall apply to all contracts issued pursuant to this Request for Proposal.

Prime Contractors shall be required to follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors.

Contract Term: The successful contractor shall be awarded a contract for three (3) years with the option to renew the contract for two (2) additional three (3) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of Tamarac, in accordance with the requirements as stated in 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 let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

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

II. INFORMATION

For information pertaining to this Request for Proposals (RFP), contact Keith Glatz, CPPO, Purchasing & Contracts Manager at (954) 597-3567. For questions relating to the technical specifications, please contact Troy Gies at (954) 597-3718. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

A 5% Bid Deposit / Bid Surety based on the greater of \$1,000,000 or the contract value, whichever is greater, shall be submitted along with the proposal.

It is preferred that all questions be submitted in writing, either via fax or email. Fax questions to (954) 597-3565 or email to purchasing@tamarac.org.

III. SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued	January 15, 2017
Deadline for Written Questions	February 1, 2017
Deadline for Receipt of Proposals	February 15, 2017 at 3:00P.M.
Evaluation of Proposals	by March 3, 2017
Presentations by Short-listed Proposers (if applicable)	March 7, 2017
Final Ranking of Firms	March 10, 2017
Anticipated Award by Commission	April 8, 2017

All dates are tentative. City reserves the right to change scheduled dates.

IV. INSTRUCTIONS TO OFFERORS & STANDARD TERMS AND CONDITIONS

RFP 17-07R

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are “Committed to Excellence. . . Always” It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our Contractors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive Contractors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our Contractors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our Contractors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

1. AUTHORITY AND GENERAL TERMS AND CONDITIONS

- 1.1 This proposal is issued pursuant to, and governed by the laws of the State of Florida, Article VII “Financial Procedures”, Section 7.11, “Requirements for Public Bidding, of the [City of Tamarac Charter](#); and Chapter 6 “Finance and Taxation”, Article V, the [Tamarac Procurement Code](#).
- 1.2 These General Terms and Conditions apply to all offers made to the City of

Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

2. DEFINED TERMS

Terms used in these Instructions to Offerors are defined as follows:

- 2.1 **"Offeror"** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.
- 2.2 **"Proposer"** – one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.
- 2.3 **"Successful Offeror"** - the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.
- 2.4 **"City"** - the City of Tamarac, a municipal corporation of the State of Florida.
- 2.5 **"Proposal Documents"** - the Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Contractor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- 2.6 **"Contract"** -- a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).
- 2.7 **"Contractor"** – 1. Contractor means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract.. 2. The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
- 2.8 **"Notice to Proceed"** – a written notice by the City notifying Contractor to commence work in response to an emergency incident. Such notice to

proceed will provide an approximate date on which work is to commence.

3. SPECIAL CONDITIONS

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this proposal, the Special Conditions and/or the Scope of Work shall prevail.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1. Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Purchasing and Contracts Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.
- 4.2. The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

5. OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS

- 5.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.
- 5.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

6. INTERPRETATIONS AND ADDENDA

If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications contain errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request to the Purchasing Office for interpretation or clarification. Such request must reference RFP name and number, and should be

received by the Purchasing Office at least ten (10) calendar days prior to the Proposal opening date. Questions received less than ten (10) calendar days prior to the Proposal opening may not be answered. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum transmitted via either fax or email to all parties recorded by the Purchasing Office as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

In the event of any conflict between Federal requirements contained herein, and requirements as outlined herein by the City, the more restrictive requirement shall apply.

7. COSTS AND COMPENSATION

- 7.1. Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.
- 7.2. All costs and compensation shall remain firm and fixed to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, costs and compensation shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.
- 7.3. The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.
- 7.4. The City of Tamarac 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 proposal shall be inclusive of all such expenses.
- 7.5. Prompt Payment Discounts: Where applicable, offeror is encouraged to provide prompt payment. If no payment discount is offered, the discount shall assume net 30 days. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218.

***** IMPORTANT NOTE*****

- 7.6 **Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer or by Procurement Card. No paper checks will be issued after that date. Contractors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for**

Direct Deposit” form (ACH Form) to the City’s Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

8. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Offeror to submit this document may be cause for rejection of the Proposal.

9. PUBLIC ENTITY CRIMES

In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted Contractor list.

10. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

11. PERFORMANCE BONDS AND INSURANCE

11.1 Upon award of a contract, the Successful Offeror, as required under the specific procedures and timelines as outlined in paragraph 11.2 herein will be required to submit performance and payment bonds. Offeror shall provide certificates of insurance in the manner, form and amount(s) specified immediately upon notification of contract award.

11.2 This is a Standby / Pre-Event Agreement. Upon activation of this Agreement by the City, the Contractor will be required to provide Performance and Payment Bonds in the amount of \$1,000,000 or 100% of the Contract value, whichever is greater, within three (3) calendar days of a written ‘Notice to Proceed’ by the City. 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.

- 11.3 Proposers must include with their proposal response, a letter from their bonding company / surety that guarantees that the proposing firm will be able to provide Performance and Payment Bonds in the amount required in Paragraph 11.2 above, at the time of an event.
- 11.4 Proposers shall factor the annual cost of a Performance and Payment Bond into their administrative costs when responding to this proposal. The City will not accept a direct pass-through item for bonding."

12. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

- 12.1 The following is a summary of documents required to be submitted for this proposal. Failure to include a technical proposal, cost proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business **should** accompany the Proposal; but **must** be provided within three (3) business days of the City's request to be considered responsive.
- 12.2 The Proposal must be submitted on 8 ½" x 11" paper, numbered, typewritten or legibly printed in ink, with headings, sections, and sub-sections identified appropriately. The total number of pages **MUST NOT** exceed 30 pages (does not include the required submittals, addenda, equipment lists, or resumes). Forms required are included in the RFP Packet in order to accommodate Contractors in preparing their proposal. The Proposal must be divided into six (6) tabbed sections with reference to parts of the RFP done on a section number/paragraph number basis. The full proposal shall also be provided in electronic format as detailed below. The six (6) tabbed sections shall be named:
 1. **General Information**
 2. **Qualifications and Experience**
 3. **Project Understanding and Technical Approach**
 4. **Personnel and Equipment Identifier**
 5. **Pricing Schedule**
 6. **Other Information**

Tab 1 – General Information

- A. RFP Coversheet inserted and completed
- B. Letter of Transmittal / Statement of Interest (not to exceed two pages):

This letter shall summarize in a brief and concise manner that the Contractor understands the scope of work and render a positive commitment to perform the work in a professional and timely manner. The letter shall contain the following:

 - Name of the Individual, Partnership, Company, or Corporation submitting Proposal:

- City's RFP Number;
 - State that all terms, conditions, and addendums of the RFP are understood and acknowledged by the undersigned; and
 - Signature(s) of representative(s) legally authorized to bind the Proposer.
- C. Completed Non-Collusive Affidavit Form
- D. Completed Drug Free Work Place Certificate
- E. Completed Proof of applicable insurance.
- F. Completed Offeror's Qualification Statement And Completed Reference Sheet.
- G. Completed Certified Resolution. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida. Proof of either shall be attached to the Offeror's Qualification Statement.
- H. Attach copies of any licenses, certifications, or permits held by your firm that may be applicable to the services requested within this solicitation.
- I. Include your Bid Deposit / Bid Surety

Tab 2 – Qualifications and Experience

- A. Firm Profile and Team Composition: Include organizational chart with names of all persons or entities serving or intending to serve as principals in the Contractors firm. Identify each principal of the firm and any other "key personnel", such as project managers, supervisors, and contact personnel who will be professionally associated with the services to be provided. Brief resumes of these individuals are requested and highly encouraged stating their credentials, education, experience, certifications, and all pertinent information to demonstrate capabilities.
- B. Financial Stability: Each Contractor shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the City. Each Contractor shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the Proposal. Provide clear and sufficient information that will provide insight to the City about the financial qualifications, fitness, and stability of the Contractor. **This section shall also include a letter from the Contractor's surety company providing proof of bonding capability large enough to handle the potential debris management operations up to \$1,000,000 or 100% of the**

contract value, whichever is greater, annually. This letter shall be valid for one year from the anniversary date of the start of the agreement, and shall be resubmitted for validity to the City every year thereafter throughout the initial contract term, and for each year of any subsequent contract renewal option.

- C. List contract(s) of similar scope currently in effect within the State of Florida. Contract list should include: the Name of the Municipality/County, date the Contract was initially executed, date of subsequent renewal(s), and Expiration Date.

Tab 3 – Project Understanding and Technical Approach

- A. Provide a concise description of the approach and process the Contractor will employ to successfully complete the work to be performed to include mobilization, operational plans, work procedures, processing systems and any specific staffing or equipment resources that will be employed by the Contractor to support the needs and objective of the City.
- B. Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Contractor will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
1. Ability to manage activation of multiple contracts
 2. Methods for mobilization/demobilization
 3. Operational plans and work procedures
 4. Documenting and resolving damages
 5. Invoicing and data management
- C. Completed Disclosure of Sub-Contractors: Include a Sub-Contracting plan that identifies items such as a description of percentage of work to be subcontracted.
- D. Typical Debris Management Site (DMS) Safety Plan and Operational Plan: Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the City and are subject to City approval. The City also reserves the right to request changes to the Contractor(s) site safety plan or operational plan.
- E. Describe Contractor's ability to avoid and/or mitigate unforeseen problems such as equipment failure and staffing shortages. This includes, but is not limited to ongoing maintenance programs, availability of parts and personnel for field repairs, resources for backup personnel and equipment, and other programs and approaches that would allow the Contractor to meet the City's

needs and objectives in adverse conditions.

- F. Exceptions – clearly describe any exceptions the Contractor may have in regards to any requirements stated in the RFP document or associated addendums.

Tab 4 – Personnel and Equipment Identifier

- A. A list of personnel assigned to the City in the event of contract activation. The list shall include, but is not limited to:
- Contact persons, including telephone numbers and e-mail address
 - Project Manager
 - Operations Manager
 - Other key personnel assigned to the project/this Agreement
- B. Identify Proposer's current inventory of heavy equipment, vehicles and other related equipment and their current conditions that would be dedicated and utilized for the City's objective. A full list shall include descriptions, sizes and age of the equipment.

Tab 5 – Pricing Schedule / Certifications / Signature Form

- A. Completed Pricing / Certifications / Signature Form

Tab 6 – Other Information

Provide any information that will provide insight to the City about qualifications, fitness and abilities of the proposer. This information should be succinct.

- 12.1 The City reserves the right to request the most recently completed **audited financial statement, or other approved documentation** to verify financial viability.

13. SUBMISSION OF PROPOSALS

- 13.1 Proposals must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror should be initialed.
- 13.2 **An Electronic copy of the full proposal shall be included along with the submittal. The electronic copy may be downloaded to a flash drive (preferable) or a readable CD.**
- 13.3 All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 13.4 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the firm in matters of this nature. The address and telephone number for any communications regarding the Proposal must be included.

- 13.5 Proposals shall contain an acknowledgment of receipt of all addenda.
- 13.6 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.
- 13.7 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 13.8 Proposals shall be submitted to the Purchasing & Contracts Division at the address provided herein, on or before the time indicated in the Request for Proposals. Proposals shall be submitted in a sealed envelope (faxed or e-mailed proposals will not be accepted under any circumstances). The envelope should be clearly marked on the exterior with the applicable solicitation name and number. The envelope should state the name and address of the Offeror and should include all documents as specified in the Request for Proposals. Purchasing and Contracts Division staff is not responsible for the premature opening of a Proposal that is not properly addressed and identified.
- 13.9 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).
- 13.10 All Proposals received from Offerors in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
- 13.11 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

14. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 14.1 Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing Office at any time **prior** to the deadline for submitting Proposals. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. No Proposal may be withdrawn or modified after the date of proposal opening has passed.
- 14.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing and Contracts Division, and

within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

15. REJECTION OF PROPOSALS

- 15.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 15.2 City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest of to make an award to that Offeror, whether because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

16. QUALIFICATIONS OF PROPOSERS

- 16.1 Each Offeror shall complete the Offeror's Qualifications Statement and submit the form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.
- 16.2 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.
- 16.3 No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible for unreliable by City. City will be the sole judge of said determination.
- 16.4 City reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.
- 16.5 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent,

insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

17. INSURANCE

- 17.1 Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Offeror, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- 17.2 Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement. Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.
- 17.3 Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any Sub-Offeror to obtain or maintain such insurance.
- 17.4 The following are required types and minimum limits of insurance coverage, which the Offeror agrees to maintain during the term of this contract:

Line of Business/ Coverage	Occurrence	Aggregate
Commercial General Liability	\$1,000,000	\$2,000,000

Including:

Premises/Operations

Contractual Liability

Personal Injury

Explosion, Collapse, Underground Hazard

Products/Completed Operations

Broad Form Property Damage

Cross Liability and Severability of Interest Clause

Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation & Employer's Liability		Statutory

- 17.5 The City reserves the right to require higher limits depending upon the scope of work under this Agreement.
- 17.6 Neither Offeror nor any Sub-Offeror shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of

an insurance certificate and endorsement. The Offeror will ensure that all Sub-Offerors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.

- 17.7 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.
- 17.8 The Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Offeror's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.
- 17.9 The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a bond to cover the full amount of the deductible or self-insured retention.
- 17.10 If the Offeror is to provide professional services under this Agreement, the Offeror must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. "Claims-Made" forms are acceptable only for Professional Liability.
- 17.11 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

18. INDEMNIFICATION

- 18.1 GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor.
- 18.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- 18.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 18.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.
- 18.5 The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

19. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. DELIVERIES

Any item requiring delivery by the Offeror or by sub-contractors shall be delivered

F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

21. WARRANTIES

- 21.1 Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.
- 21.2 Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 21.3 Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 21.4 All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

22. CONDITIONS OF MATERIAL

All materials and products supplied by the Offeror in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Offeror shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

23. COPYRIGHTS OR PATENT RIGHTS

The Offeror warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

24. SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this

order must be accompanied by a completed Material Safety Data Sheet (MSDS).

25. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful Contractor.

26. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

27. TAXES

Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

28. PERMITS, FEES AND NOTICES

Successful Offeror shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

29. PERFORMANCE

Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

30. TERMINATION FOR CAUSE AND DEFAULT

- 30.1** Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.
- 30.2** Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the RFP shall be just cause for the cancellation of the RFP award. The City may, by written notice to the Offeror, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

31. TERMINATION FOR CONVENIENCE OF CITY

Upon seven (7) calendar days written notice to Successful Offeror, City may without cause and without prejudice to any other right or remedy, terminate the agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the agreement is terminated for the convenience of City, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of City under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror 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 portion of the Contract, shall refrain from placing further orders and/or contracting with subcontractors, and shall complete any continued portions of the work.

32. FUNDING OUT

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

33. PUBLIC RECORDS

- 33.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- 33.1.1** Keep and maintain public records required by the City in order to perform the service;
 - 33.1.2** Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as

otherwise provided by law.

33.1.3 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 contract if the contractor does not transfer the records to the City.

33.1.4 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 City 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 public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

33.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor.

34. AUDIT RIGHTS

City reserves the right to audit the records of Successful Offeror, relating to this contract, at any time during the term of the Contract, and for a period of three (3) years after completion of contract. If required by City, Successful Offeror shall agree to submit to an audit by an independent Certified Public Accountant selected by City. Successful Offeror shall allow City to examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the Contract.

35. ASSIGNMENT

35.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval.

35.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Offeror shall thereupon cease and terminate.

36. EMPLOYEES

Employees of the successful Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

37. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

38. GOVERNING LAW:

The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.

39. STANDARD AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Sample Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Sample Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Sample Agreement document at the time of bid submission.

40. UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.

41. INFORMATION REQUESTS AFTER DUE DATE

Following a recommendation for award, Proposers may download the evaluation results directly from the Internet at: <http://www.tamarac.org/index.aspx?NID=317>.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1)(b), or within 30 days after bid/proposal opening, whichever is earlier.

42. PUBLIC RECORDS CUSTODIAN

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 CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

43. ANTI-LOBBYING REQUIREMENT

- 43.1** Federal: Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of a member of Congress in connection with obtaining any Federal contracts, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 43.2** City of Tamarac Procurement Code: Contractor shall comply with the anti-lobbying provisions as enumerated in Section 6-156(b)(8) – “Ethics in public contracting”, “Prohibition against lobbying” of the Tamarac Procurement Code. https://www.municode.com/library/fl/tamarac/codes/code_of_ordinances?nodeId=PTIICO_CH6FITA_ARTVTAPRCO_S6-156ETPUCO

44. DEBARMENT & SUSPENSION

- 44.1** Federal
- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the City of Tamarac. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tamarac, the Federal Government may pursue available remedies, including but not limited to suspension and/or

debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 44.2 City of Tamarac: City of Tamarac Procurement Code: Contractor will be subject to the Debarment and Suspension requirements as enumerated in Section 6-155 "Authority to debar or suspend" of the Tamarac Procurement Code. https://www.municode.com/library/fl/tamarac/codes/code_of_ordinances?nodeId=PTIICO_CH6FITA_ARTVTAPRCO_S6-155AUDESU

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STATEMENT OF WORK

1. TERMS AND DEFINITIONS

- a. **Authorized Representative** – City employees and/or contracted individuals designated by the City or City Debris Manager
- b. **Chipping or Mulching** – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
- c. **Cleanup Crew** – A group of individuals and/or an individual employed by the disaster debris collection Contractor to collect disaster debris.
- d. **Construction and Demolition Debris (C&D)** – 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.) Current eligibility criteria include:
 - Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
- e. **Contract** -- a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).
- f. **Contractor** – 1. Contractor means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract.. 2. The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
- g. **City** – City of Tamarac, Florida
- h. **City Approved Final Disposal Site** – a final disposal location approved in writing by the City.
- i. **City Debris Manager** – the City will designate a City Debris Manager who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.
- j. **Debris** – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: trees, construction and demolition debris, and personal property.

- k. **Debris Clearance** – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.
- l. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
- m. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.
- n. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
- o. **Debris Removal Contractor** – Conducts debris removal operations per the terms of the contract. Term includes primary Contractor(s), subcontractors and individual crews.
- p. **Demobilization** – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.
- q. **Demolition** – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
- r. **Designated Area** – Generally bounded by the City line and includes public property and rights-of-way within the City that was directly affected by a debris-generating event.
- s. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
- t. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the City to the Contractor) of the Public Assistance grant program, FEMA Public Assistance Program and Policy Guide, and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
- u. **Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads) as defined by Current Edition of the FEMA Public Assistance Program and Policy Guide.

- v. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
- w. **E-Waste** – End of life electronics, typically televisions, computers and related components.
- x. Current Edition of the FEMA Public Assistance Program and Policy Guide (PAPPG) – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
- y. **Field Inspector** – Monitor
- z. **Force Account Labor** – Labor performed by the applicant's permanent, full time or temporary employees.
- aa. **Garbage** – Waste that is regularly collected through the City's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result of residential or commercial activities.
- bb. **Grinding** – Reduction of disaster-related vegetative debris through **mechanical** means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
- cc. **Hazardous Limbs** – A hazardous limb that poses an immediate threat to the public. The current eligibility requirements for hazardous hangers according to FEMA PAPPG are:
 - The limb must be greater than two inches in diameter;
 - The limb must be suspended in a tree and threatening a public-use area; and
 - The limb must be located on improved public property.
- dd. **Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA PAPPG are:
 - The stump has fifty percent (50%) or more of the root-ball exposed.
 - The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
 - The stump is located on a public right-of-way.
 - The stump poses an immediate threat to public health and safety.
- ee. **Hazardous Tree** - A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a

significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet from the ground. The current eligibility requirements for leaning trees according to FEMA PAPPG include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
 - The tree has a split trunk or broken branches that expose the heartwood.
 - The tree has fallen or been uprooted within a public use area.
 - The tree is leaning at an angle greater than thirty (30) degrees.
- ff. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.
- gg. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage
- hh. **Household Hazardous Waste (HHW)** – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
- HHW must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
 - HHW removal must be the legal responsibility of the applicant.
 - HHW must be a result of the major disaster event.
 - The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.
- ii. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".
- jj. **Mulching or Chipping** – See Chipping or Mulching
- kk. **Mutual Aid Agreement** - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
- II. **National Response Framework** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts. The National Response Framework is a guide to how the Nation responds to all types of disasters and emergencies. It is

built on scalable, flexible, and adaptable concepts identified in the National Incident Management System to align key roles and responsibilities across the Nation. This Framework describes specific authorities and best practices for managing incidents that range from the serious but purely local to large-scale terrorist attacks or catastrophic natural disasters. The National Response Framework describes the principles, roles and responsibilities, and coordinating structures for delivering the core capabilities required to respond to an incident and further describes how response efforts integrate with those of the other mission areas.

- mm. PPE** – Personal Protective Equipment. May also be referred to as “Safety Gear.”
- nn. Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
- oo. Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
- pp. Regulated Waste** – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
- qq. Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- rr. Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
- ss. Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
- tt. TDSPF** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal Contractor for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
- uu. Temporary Debris Staging and Reduction Site** – Temporary Debris Staging and Reduction (TDSR) sites are locations designated by the City for the temporary storage and reduction of disaster related debris.
- vv. Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- ww. United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- xx. Vegetative Debris** – As outlined in FEMA PAPPG, eligible Vegetative Debris

consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
- yy. Volatile Organic Compounds (VOCs)** – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.
- zz. White Goods** – As outlined in FEMA PAPPG, eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.

2. SCOPE OF SERVICES

- 2.1.** The awarded contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the City. Established management teams must be in place. The Contractor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster.
- 2.2.** The awarded contractor shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.
- 2.3.** Contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

- 2.4.** Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Public Assistance Program Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 1 through 15. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved DMS(s) or City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA PAPPG, state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the City Debris Manager in writing.

Scope of services under this contract includes, but is not limited to:

2.4.1 Emergency Road Clearance

At the request of the City for this contract, 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 Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's seventy (70) hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the City. Clearance of these roadways will be performed as identified by the City Debris Manager. 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. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2.4.2 ROW Vegetative Debris Removal

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. 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.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with mechanical loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- c. 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.
- d. 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.
- e. 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.
- f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

2.4.3 ROW C&D Debris Removal

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. 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 Construction and Demolition (C&D) 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.

- a. For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.

- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. 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.
- e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or directed by the City Debris Manager.
- g. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The City's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

2.4.4 Removal of Debris from City Parks and Facilities

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. 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 trees, vegetative, and non-vegetative debris existing in City Parks and Facilities to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

All debris removal from City Parks, improved public property, and Facilities will be at the approval and authorization of the City prior to removal.

2.4.5 Removal of Debris from Canals/Waterways

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. 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 in City maintained canals and waterways to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

Removal of trees, vegetative, and non-vegetative debris deposited into drainage easements and natural and man-made canals and waterways that inhibit the natural flow of water, obstructs or could obstruct intake structures, could cause damage to structures, such as bridges and culverts, or is causing or could cause flooding to improved property during the occurrence of a five-year flood is a unique process requiring unique equipment. As such, this process requires

unique documentation and costing.

All debris removal from canals and waterways will be at the approval and authorization of the City prior to removal.

All debris removal shall be done from the waterway, unless otherwise approved by the City

The City maintains approximately 30 boat ramp restricted to City use and emergency response only. These ramps will be made available for Contractor access to canals and waterways. Unless impractical or unsafe, the contractor shall only access canals and waterways via established boat ramps.

If Right of Entry is required to access and remove debris from public canal or waterway it is the responsibility of the Contractor to obtain, and it shall only be obtained with prior approval of the City.

2.4.6 DMS(s) Management, Operations and Reduction

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).
- e. If the alternate tonnage price schedule of this RFP is used the Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of Notice to Proceed or written notice that the City intends on using the alternate

tonnage schedule of this RFP. Contractor shall provide a sufficient number of scales meeting the City specifications to provide for the efficient delivery of waste streams without excessive wait times. The City shall make the sole determination of time determined to be excessive. To the extent that the City determines that additional scales are required, certified scales must be operational within five (5) business days of the City's written request.

- f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- g. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- i. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- j. Contractor is responsible for all associated costs necessary to provide Stormwater management in accordance with Section 10-226 of the City Code of Ordinances.
- k. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- l. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in lined containers at the DMS will be collected by the City's Hazardous Materials Removal and Disposal Contractor(s).
- m. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
- n. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- o. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 2.6.19: Debris Site Tower

Specifications).

Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original or better condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

Per Section 16 of this document, entitled "Environmental Protection", Contractor is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. Contractor is responsible for all costs associated with the clean-up of hazardous materials; and clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

2.4.7 Haul-out of Reduced Debris to City Approved Final Disposal Site

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a City approved DMS(s) to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. The Contractor(s) 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.
- b. The Contractor (s) shall not use any disposal facility without the written consent of the Solid Waste Division Manager. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the Solid Waste Division Manager prior to issuing any such authorization.
- c. 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.
- d. The Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting City specifications to provide for the efficient delivery of waste streams without excessive waiting times. The City shall make the sole determination of excessive wait times. To the extent that the City determines that additional towers and/or scales are required, additional

towers must be operational within forty-eight (48) hours of the City's request and certified scales must be operational within five (5) business days of the City's request.

- e. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.
- f. 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.

2.4.8 Removal of Hazardous Leaning Trees and Hanging Limbs

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured four and one half (4 1/2) feet above ground level and eligible hazardous hanging limbs two (2) inches or greater in diameter at the break existing on the City ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs two (2) inches or greater existing at the break in the City ROW, parks and facilities will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal" (Scope of Services, Item 2). Eligible hazardous leaning trees less than six (6) inches in diameter, measured four and one-half (4 ½) feet above ground level, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services, Item 2. The City will not compensate the Contractor for cutting leaning trees less than six inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then Contractor must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW, parks and facilities, or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:
 - i. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.

- ii. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 - iii. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW, parks and facilities, or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
 - i. The limb is greater than two (2) inches in diameter.
 - ii. The limb is still hanging in a tree and threatening a public-use area.
 - iii. The limb is located on improved public property.

2.4.9 Removal of Hazardous Stumps

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured two (2) feet above ground level, existing on the City ROW, parks, and facilities. The Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the City ROW, parks and facilities will be transported to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured two (2) feet above ground level and twenty-four (24) inches or less in diameter will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, Item 2. The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, Item 2.

- a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the City ROW, parks, facilities, or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager. In order for hazardous stumps to be removed and

eligible for reimbursement, the stump must satisfy the following criteria:

- i. Fifty percent (50%) or more of the root ball is exposed.
 - ii. The stump is on City ROW or improved public property and poses an immediate threat to life, public health, and safety.
- b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).
- c. Stumps shall only be collected after the monitoring firm(s) and the Contractor(s) document and perform the following:
- i. Location. Determine the uprooted stump is located on improved public property or a public right-of-way. Record and document the location through means of photography, map depiction, and specific descriptive notations.
 - ii. Size. Measure and record the diameter of the stump to be removed at the appropriate location.
 - iii. Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
 - iv. Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.); 3) stump number, 4) size of stump; 5) date.
- d. The unit stump price shall be all inclusive to include but not limited to: stump extraction, transport, disposal, and filling of root-ball hole.

2.4.10 ROW White Goods Debris Removal

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved final disposal site. White goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white

goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, but are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
 - All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a City approved final disposal site.

2.4.11 Household Hazardous Waste (HHW) Removal, Transport, and Disposal

- a. Unless requested by the City to remove HHW from the ROW, the Contractor shall not collect HHW from the ROW. Such request by the City shall be made in writing.
- b. If requested by the City per 2.3.11(a), the Contractor shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:
 - i. Contractor shall be responsible for proper handling and disposal of all HHW that is transported to the City approved DMS or a City approved Final Disposal Site.
 - ii. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill, as requested by the City.
 - iii. The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
 - iv. All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.
 - v. Services performed under this Contract element, if requested/authorized in writing by the City, will be compensated

using Schedule 2 – Unit Rate Price Schedule.

2.4.12 E-Waste Removal

- a. Under the Contract Contractor may be requested to remove E-Waste from the ROW. Such request by the City shall be made in writing.
- b. If requested by the City per 2.3.11(a), the Contractor shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:
 - i. Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.
 - ii. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a City approved processing facility. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

2.4.13 Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the City. The removed eligible vehicles will be hauled to a City approved staging area and subsequently removed by the appropriate insurance company or regulatory agency.

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.

2.4.14 Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City approved Final Disposal Site. Contractor shall coordinate activities with the Broward County Animal Services Division and the Broward County Health Department. Services

performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.

2.4.15 Other Debris Removal Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

- 2.5.** The Contractor(s) shall contact City of Tamarac Debris Manager at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within the City of Tamarac for which there is no advance warning. After a disaster occurs, a designated City employee will contact the Contractor(s) holding the Disaster Debris Removal and Disposal contract to advise them of the City's intent to activate the contract for removal and disposal of disaster debris. Before work begins, the City must issue a written Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the Contractor(s) will send a management team to report to the City Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Contractor(s) shall begin within twenty-four (24) hours of notification by the City. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Contractor shall be fully established and continue debris removal operations. The Contractor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

2.6. Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kick-off meeting with the City and its debris monitoring firm(s) at no cost to the City.

2.7. Description of Designated Areas

The Designated area for debris removal (the City right-of-way) is bounded by the City's boundary and includes public property and rights-of-way, City parks, and City debris staging areas within the City limits.

- a. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will make one pass to collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by the most current

guidance from FHWA for debris removal on FHWA-ER Program eligible roadways.

- b. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- c. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.
- d. For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.
- e. For subsequent and/or final pass loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.
- f. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.
- g. All Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the City Debris Manager.
- h. Payment for disposal costs such as tipping fees incurred by the Contractor at a City approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City approved Final Disposal Site.

- i. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- j. The City reserves the right to inspect DMS and FDS, verify quantities and review operations at any time.

2.8. **Debris Management Sites and Final Disposal Sites**

The Contractor is responsible for providing final disposal of all debris generated and collected within the City in accordance to requirements of FEMA, FHWA, FDEP, and all other applicable federal, state, and local laws and regulations. Prior to the award of this agreement, and annually thereafter, the Contractor shall provide a list of Final Disposal Site(s) to be used for debris disposal.

The Contractor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The Contractor shall provide the City with a list of potential DMS locations annually.

The City has five (5) potential DMS sites that the City may authorize for debris management. Prior to the Start of each hurricane season, the Contractor shall evaluate any City provided DMS Site. The City maintains the right to limit the use and/or eliminate any or all DMS Sites at the City's sole discretion. The City shall authorize, in writing, the use of any City provided DMS prior to the start of operations.

Site Name	State Street Site
Site Address	Nob Hill Road and State Street
GPS Location	Lat 26:11:50.95 / Long 80:17:6.17
Estimated Size	3 Acres
Type of Debris Managed	Mixed Debris

Site Name	Sabal Palm Site
Site Address	Commercial Blvd & Florida Turnpike
GPS Location	Lat 26:11:44.95 / Long 80:12:53.5
Estimated Size	8.5 Acres
Type of Debris Managed	Mixed Debris

Site Name	Monterey Park
Site Address	Monterey Drive & NW 48 th Avenue
GPS Location	Lat 26:10:53.15 / Long 80:13:1.39
Estimated Size	23 Acres
Type of Debris Managed	Mixed Debris

Site Name	Water's Edge Park
Site Address	University Drive & NW 61 st St
GPS Location	Lat 26:11:58.17 / Long 80:15:1.16
Estimated Size	5 acres
Type of Debris Managed	Yard Trash

Site Name	Tamarac Sports Complex
Site Address	NW 77 th St & Nob Hill Road
GPS Location	Lat 26:13:10.7 / Long 80:17:14.27
Estimated Size	13 Acres
Type of Debris Managed	Mixed Debris

The City will assign specific DMS to specific Contractor(s) for their sole use. Designated DMS may be a portion of the overall DMS but shall remain the sole responsibility of the assigned Contractor. If additional DMS locations are needed for the operation, the Contractor shall provide a list of DMS locations. The list will include all necessary site information to allow the City to submit to FDEP for approval. If the Contractor(s) establish any additional DMS, a copy of the agreement showing indemnification of the City for the use and proposed restoration plan of the additional sites, shall be provided to the City. In addition the Contractor shall execute a hold harmless agreement for each Contractor established DMS that is not located on City property. The hold harmless agreement must be approved by the City prior to execution.

Prior to the use of any DMS (either City provided DMS or Contractor(s) established DMS) analysis of both groundwater and soil will be required to establish pre-use conditions (post remediation site sampling may also be required of the Contractor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the City at the expense of the Contractor(s). The results of such testing shall be sent directly from the professional to the City. The Contractor shall be required to provide the City with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with acquiring, preparing, leasing, renting, operating, remediating land used as DMS in the City is a cost borne by the Contractor and compensated based on the Contractor's bid for site management and reduction of debris.

The City may also establish designated Residential Convenience Centers (residential drop-off sites). The Contractor will be responsible for removing all disaster related debris from those sites. Contractor shall not collect debris from the Residential Convenience Centers while sites are open to the public and / or when residents occupy the site. Depending on the volume of debris at a Residential Convenience Center, the Contractor may be required to push material to make room for additional debris.

The Contractor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, safety, and applicable requirements of Section 2.3.6 of this document entitled "DMS(s) Management , Operations, and Reduction Through Grinding". The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Contractor's Operation Manager, who will in turn provide this information to the City. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.

The Contractor will be responsible for returning all utilized DMS to their original condition or better prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

2.9. Technical Specifications

2.9.1 Termination for Convenience

The City reserves the right to terminate the contract with the Contractor(s) at any time and for any reason.

2.9.2 Notice to Proceed

The City shall issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

2.9.3 Changes in Scope of Work

The City Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be annually agreed upon and incorporated by written amendment to the agreement.

2.9.4 Safety

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

2.9.5 On-Site Project Manager

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

2 Superintendent Shall be Supplied by the Contractor

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

3 Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain

such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Contractor(s). The City or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

- c. 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.
- d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-contractor.
- e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City Debris Manager.
- f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

4 Traffic Control

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

Traffic control will conform to FDOT's most current editions of "Roadway and

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

5 Rapid Response Crew

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

6 Hazardous Materials and Household Hazardous Waste

The Contractors(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the City’s Hazardous Materials Removal and Disposal Contract. The Contractors(s) shall notify the City’s monitoring firm(s) of the nature and location of any such debris encountered.

The Contractors(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Contractor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Contractors (s) shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

The City or City’s Hazardous Materials Removal and Disposal contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

7 Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at

DMS locations on a twenty-four (24) hour, seven (7) days a week basis. No work will be performed on the following holidays without prior approval of the City Debris Manager:

- a. New Year's Day
- b. Martin Luther King Jr. Day
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veteran's Day
- h. Thanksgiving Day
- i. Day after Thanksgiving
- j. Christmas Eve
- k. Christmas Day

8 Time of Completion

The services shall commence upon written notice to proceed from the City manager or his designee, and the project shall be completed in accordance with the project schedule.

9 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.
- c. The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as 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.

10 Damages

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, mail boxes, 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 City Debris Manager. Any invoices submitted to the City such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor, 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).

The Contractor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Contractor(s)'s equipment during debris removal. The Contractor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Contractor(s)'s equipment or personnel at no additional cost to the City. If the Contractor does damage to a City sign or other property owned by the City, it shall be the responsibility of the Contractor(s) to repair the item back to the original condition. If the repair is not in accordance with City standards, the City shall repair the items and deduct the associated cost from the amount due the Contractor. The Contractor(s) shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within forty-eight (48) hours and a written report submitted to the City Debris Manager outlining actions taken to correct the complaint. The Contractor shall notify the City immediately of any complaints given directly to the Contractor.

Upon written notice from the Contractor that the damage correction work is complete, the City will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the City will assess an eighty (\$80.00) dollar fee to the Contractor. The eighty (\$80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional City labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

No retention will be released to the Contractor(s) prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the

Contractor(s) may petition the City in writing for a partial retainage release.

11 Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The Contractor(s) shall be responsible for all costs incurred to repair damaged utilities that are caused by the Contractor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Contractor(s).

12 Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of Scope of Services, Item 6.

13 Facilities at DMS Locations

- a. The Contractor(s) shall provide as many ADA compliant portable toilets as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of Scope of Services, Item 6.
- b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable

conditions at the tower.

14 Ownership of Debris

All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site. The Contractor(s) shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the City will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the City. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the City. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.

It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Contractor(s) shall receive a copy of this letter and together with the Monitoring Firm and City; a final disposal plan will be established.

15 Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

- c. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- e. The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- f. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.
- g. 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations.

Petroleum, Oil, and Lubricant Spills shall be reported to the National Response Center, Broward County Environmental Protection Department and the City Debris Manager immediately following discovery. A written follow-up shall be submitted to the City Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following.

- Description of the material spilled (including any identity, quantity, etc.)
- Determination as to whether or not the amount spilled is EPD/DEP reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving waters (including, but not limited to canals and drainage areas)
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedure implemented.
- Summary of all communications the Contractor has had with press or other officials.

- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

16 Documentation and Measurement

- a. Contractor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
 - b. 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. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.
 - c. The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
 - d. Load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Contractor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid.
- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and City authorized representative name and signature. No payment will be made by the City for incomplete and/or

illegible load or unit rate tickets submitted for payment.

- Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or City approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City approved Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
 - Loads of processed (e.g., chipped) debris being hauled from a DMS to a City approved Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the DMS. Another City authorized representative will validate and sign the ticket at the City approved Final Disposal Site.
 - The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.
- e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on “as the crow flies” distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The City shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:
- Section 2.4.2 – ROW Vegetative Debris Removal
 - Section 2.4.3 – ROW C&D Debris Removal
 - Section 2.4.5 – Removal of Debris from Canals/Waterways
 - Section 2.4.6 – Haul-out of Reduced Debris to a City Approved Final Disposal Site

17 Payment

- a. The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed.

Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.

- b. If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.).
- c. Invoices shall be submitted to the City's authorized representative on a bi-weekly basis unless otherwise direct by the City. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.
- d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.
- e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- f. The City of Tamarac 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.
- g. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
- h. Payment for disposal cost incurred by the Contractor(s) at City approved Final Disposal Sites will be made at the cost incurred by the Contractor. 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.

- i. 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.
- j. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed eligible by FEMA or FHWA, unless the City otherwise agrees in writing.
- k. All debris clearance invoices will be audited for compliance with Federal record keeping and documentation requirements prior to payment.
- l. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

19 FHWA-ER Program and 2 CFR Part 200 Contract Requirements

- a. The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor regarding the following:
 - 1) FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
 - 2) Buy America Requirements
 - 3) 49 CFR Part 26, Disadvantage Business Enterprise Program
- b. American with Disabilities Act of 1990 (ADA)
- c. Convict Labor Prohibition
- d. All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
 - 1) Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.
 - 2) All disaster invoices shall include the location where delivered or where used, if appropriate.

- e. All contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
 - 1) Time cards.
 - 2) Daily work reports for every employee, by each separate FEMA category of work
 - 3) Daily equipment use, by each separate FEMA category of work.
 - 4) List of all supplies and materials used, by each separate FEMA category of work.
 - 5) Includes both prime and sub-contractors
- f. All work must be properly grouped according to FEMA damage categories as specified in the contract.
- g. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

20 Time and Material Contracts if Required

As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

- a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.
- b. All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.
- c. All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm.
- d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

21 Change Orders

- a. The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- b. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
- c. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
- d. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
- e. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.
- f. If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
- g. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- h. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.
- i. Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

- j. The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:
- 1) By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
 - 2) When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

22 Final Project Close Out

Upon final inspection of the project by the City, the Contractor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

23 Distribution of Work

The City reserves the right to activate more than one contractor to provide the debris services outlined in this proposal. The City may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed through this proposal.

VII. PROPOSAL SELECTION

The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents.

Price shall not be the sole determining factor for selection, as indicated in the following section:

VIII. EVALUATION OF PROPOSALS

A. EVALUATION METHOD AND CRITERIA

A Selection/Negotiation Committee has been appointed by the City Manager and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to

make a detailed presentation of their product/service to the Evaluation and Selection Committee.

After presentations, (if applicable), firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of Tamarac.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the City arising from such negotiations.

The City reserves the right to utilize the City's Disaster Debris Monitoring Firm, or other qualified firm or individual, to review proposals and provide the City with additional analysis to ensure selection of the proposal which is most advantageous to the City.

The City's evaluation criteria may include, but shall not be limited to, the following:

1. **Compliance with Request for Proposals [Mandatory]**. This refers to the adherence to all conditions and requirements of the Request for Proposals.
2. **Qualifications Evaluation**
 - i. Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience in regards to the attached scope of work, service area, and amount of debris collected.
 - ii. Previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
 - iii. Direct and indirect references.
 - iv. Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.
3. **Ability Evaluation**
 - i. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.
 - ii. The character, integrity, reputation, judgment, experience of

proposer.

- iii. The schedule and availability of the proposer; to include response time.
- iv. Financial stability.
- v. The Current and projected workload of the proposer; to include current contracts with other government entities.
- vi. Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

4. Technical Evaluation

- i. The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the City of Tamarac.
- ii. Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

5. Price Evaluation

- i. Primary method of rate evaluation will include applying rates for vegetative debris removal, reduction, and hauling to a typical moderate hurricane. This shall utilize debris volumes experienced following Hurricane Wilma in addition to estimates provided by Broward County Department of Emergency Management. These estimates are included on the Pricing Proposal Form. This process is being used for evaluation purposes only. Compensation under the Agreement shall be for actual work provided.
- ii. Rate Schedule – Pricing shall be submitted for the following:
 - 1. Schedule 1: Hourly rates for Emergency Road Clearance (based on Section 2.4.1)
 - 2. Schedule 2:
 - a. Vegetative Debris Removal (based on Section 2.4.2)
 - b. C&D Debris Removal (based on Section 2.4.3)
 - c. Removal of Debris from City Parks and Facilities (based on Section 2.4.4)
 - d. Debris Removal from Canals/Waterways (based on Section 2.4.5)
 - e. DMS Operation and Reduction through Grinding (based on Section 2.4.6)
 - f. Haul-out of Reduced Debris to a City Approved Final Disposal Site (based on Section 2.4.7)

- g. Removal of Hazardous Trees and Limbs (based on Section 2.4.8)
- h. Removal of Hazardous Stumps (based on Section 2.4.9)
- i. ROW White Goods Debris Removal (based on Section 2.4.10)
- j. Household Hazardous Waste Removal, Transport and Disposal (based on Section 2.4.11)
- k. E-Waste Removal (based on Section 2.4.12)
- l. Abandoned Vehicle Removal (based on Section 2.4.13)
- m. Dead Animal Carcasses (based on Section 2.4.14)

B. EVALUATION METHOD AND CRITERIA

The Offeror shall be evaluated solely in accordance with the criteria set forth herein. The proposal shall be categorized as follows:

- 1. Acceptable
- 2. Potentially acceptable; that is reasonably susceptible of being made acceptable; or
- 3. Unacceptable.

C. AWARD OF AGREEMENT – PRIMARY & SECONDARY CONTRACTORS

It is the intent of the City to award a Primary and a Secondary Contractor for services to be provided to the City under this proposal. The Primary Contractor shall be the initial firm mobilized by the City. The Secondary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary Contractor, or if the Primary Contractor is unavailable.

The highest ranked firm shall be recommended for award as the Primary Contractor; and the second highest ranked firm shall be recommended for award as the Secondary Contractor. Both firms shall be responsive and responsible Offerors whose proposals are determined to be the top two most advantageous to the City, taking into consideration price and the evaluation set forth herein below. The City of Tamarac reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the best interest of the City.

D. WEIGHTED CRITERIA

Points will be assigned to each Proposal on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
1. Compliance with Request for Proposal (Mandatory)	N/A

2. Qualifications Evaluation	25 points
3. Ability Evaluation	25 points
4. Technical Evaluation	20 points
5 Price Evaluation	30 points

These weighted criteria are provided to assist Proposers in the allocation of their time and efforts during the proposal preparation process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations.

Once the Proposals are evaluated, a “short-list” may be selected to make presentations to the Evaluation and Selection Committee, prior to a recommendation for award.

E. DISCUSSIONS & PRESENTATIONS

The short-listed Proposers may be requested to make presentations to the Committee. The City may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon the City’s request.

All Proposers are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the City.

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process.

F. RIGHT TO REJECT PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions, unauthorized alterations, or irregularities of any kind.

City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the

Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

IX. PROPOSAL COPIES

Return One **(1) Original** and **Five (5) copies** in an envelope marked with your firm's name and "RFP 17-07R, Disaster Debris Removal Services to the City of Tamarac, Purchasing & Contracts Division, 7525 NW 88th Avenue, Tamarac, Florida 33321, attention: Keith K. Glatz, CPPO, FCPM, Purchasing & Contracts Manager. Any addenda become part of this Request of Proposal and the resulting agreement. The Proposal Form included herein should be signed by an authorized company representative, dated and returned with the Proposal. **ADDITIONALLY, submit One (1) electronic copy of the bid loaded on a flash drive or readable CD along with your proposal submittal.**

No negotiations, decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications that are issued in writing from the Purchasing & Contracts Division may be considered as a duly authorized expression. Also, only communications from Proposers that are signed in and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

The Cost/Price proposal shall be submitted along with the Technical Proposal. Failure to include a complete Technical and Cost/Price Proposal may result in disqualification of the Proposal.

CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

COMPANY NAME: (Please Print): _____

Phone: _____ Fax: _____

BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU...

- ☐ 1. Carefully read and understand the entire proposal document.
- ☐ 2. Provide a **Proposal Response** as required under Instructions to Offerors & Standard Terms & Conditions Section 12, "SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS".
- ☐ 3. Include a **Bid Deposit / Bid Surety**
- ☐ 4. Include a **Pricing Schedule / Cost Proposal** (See Proposal Forms).
- ☐ 5. Copies of any and all required **contractor's and professional licenses** for your firm and for key personnel
- ☐ 6. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- ☐ 7. Sign the **Certification** page. **Failure to do so will result in your Bid being deemed non-responsive.**
- ☐ 8. Fill out the **Offeror's Qualification Statement** and **Reference Form**.
- ☐ 9. Sign the **Contractor Drug Free Workplace Form**.
- ☐ 10. Fill out the **List of Sub-contractors or Subcontractors**, if applicable.
- ☐ 11. Fill out and sign the **Certified Resolution**.
- ☐ 12. Include all necessary **Financial Statements** as may be requested within the proposal. The City reserves the right to request additional proof of financial stability including audited financial statements after proposals are received.
- ☐ 13. **Include proof of insurance and proof of capacity to obtain a Performance and Payment Bond in the amount required.**
- ☐ 14. Provide **any additional documentation requested** within the Proposal Document.
- ☐ 15. **Submit ONE (1) Original AND the number of printed copies requested in the Proposal Instructions. Additionally, one (1) electronic copy loaded on a flash drive of CD shall also be included along with your submittal. Clearly mark the sealed container with the PROPOSAL NUMBER AND PROPOSAL NAME on the outside of the package.**

Make sure your Proposal is submitted PRIOR to the deadline.

Late Proposals will not be accepted.

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL.

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name**Address****City State Zip****Phone/Fax****E-mail**

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals.

Indicate which type of organization below:

INDIVIDUAL ☐PARTNERSHIP ☐CORPORATION ☐OTHER ☐

If "Other", Explain: _____

Authorized Signature_____
Company Name_____
Typed/Printed Name_____
Address_____
Telephone_____
City, State, ZIP_____
Fax_____
Federal Tax ID Number_____
Email address for above signer (if any)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 20____.

(SEAL)
Secretary

By: _____

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Tamarac
Purchasing and Contracts Manager
7525 NW 88th Avenue
Tamarac, Florida 33321

Check One

Submitted By: _____
Name: _____
Address: _____
City, State, Zip _____
Telephone No. _____
Fax No. _____

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Other

State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

The address of the principal place of business is:

1. If Offeror is a corporation, answer the following:

- a) Date of Incorporation: _____
- b) State of Incorporation: _____
- c) President's name: _____
- d) Vice President's name: _____
- e) Secretary's name: _____
- f) Treasurer's name: _____
- g) Name and address of Resident Agent: _____

2. If Offeror is an individual or a partnership, answer the following:
- h) Date of organization: _____
 - i) Name, address and ownership units of all partners:

 - j) State whether general or limited partnership: _____
3. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

4. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
5. How many years has your organization been in business under its present business name? _____
- a) Under what other former names has your organization operated?

6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

7. Have you personally inspected the site of the proposed work?
☐ YES ☐ NO
8. Do you have a complete set of documents, including drawings and addenda?
☐ YES ☐ NO
9. Did you attend the Pre-Proposal Conference if any such conference was held?
☐ YES ☐ NO

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

13. State the name of the individual who will have personal supervision of the work:

14. State the name and address of attorney, if any, for the business of the Offeror:

15. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:

17. State the name of Surety Company which will be providing the bond, and name and address of agent:

18. Bank References:

Bank	Address	Telephone

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses):
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes).
- e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

20. State the name of the firm preparing the financial statement and date thereof:

21. Is this financial statement for the identical organization named on page one?

☐ YES ☐ NO

22. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).



The Offeror acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Offeror to be true. The discovery of any omission or misstatement that materially affects the Offeror's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

Signature

ACKNOWLEDGEMENT

OFFEROR'S QUALIFICATION STATEMENT

State of _____

County of _____

On this the _____ day of _____, 20____, before me,
the undersigned Notary Public of the State of Florida, personally appeared

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA

SEAL OF OFFICE:

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

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn,
 deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror 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 Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal 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 Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

 Witness

 Witness

By _____

 Printed Name

 Title

**ACKNOWLEDGMENT****NON-COLLUSIVE AFFIDAVIT**

State of Florida

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

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

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

WITNESS my hand
and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

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

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath

CONTRACTOR DRUG-FREE WORKPLACE

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name

**SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

THIS AGREEMENT is made and entered into this ____ day of by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a _____ corporation with principal offices located at _____ (the "Contractor") to provide for Disaster Debris Removal and Disposal Services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents shall consist of this Agreement, Request for Proposal Document No. 17-07R, titled "Disaster Debris Removal and Disposal Services", and including all conditions therein, (Instructions, General Terms and Conditions, Statement of Work, Scope of Services, Special Conditions and/or Special Provisions, Technical Specifications, Exhibits A, B and C), drawings, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Proposal No. 17-07R, Disaster Debris Removal and Disposal Services, as issued by the City, and the Contractor's Proposal, Request for Proposal Document No. 17-07R as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) Contract Term

The successful contractor shall be awarded a contract for three (3) years with the option to renew the contract for two (2) additional two (2) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

3) The Work

3.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

3.1.1 Contractor shall furnish all labor, materials, and equipment necessary to provide Disaster Debris Removal and Disposal Services as required by the Scope of Work of City's Request for Proposal 17-07R.

3.1.2 Contractor shall adhere to all requirements of the Request for Proposal document 16,18R.

- 3.1.3** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- 3.1.4** Contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.
- 3.1.5** FHWA-ER Program and 2 CFR Part 200 Contract Requirements
- 3.1.5.1** The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor regarding the following:
- 3.1.5.2** FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
- 3.1.5.3** Buy America Requirements
- 3.1.5.4** 49 CFR Part 26, Disadvantage Business Enterprise Program
- 3.1.5.5** American with Disabilities Act of 1990 (ADA)
- 3.1.5.6** Convict Labor Prohibition
- 3.1.5.7** All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
- 3.1.5.7.1** Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.
- 3.1.5.7.2** All disaster invoices shall include the location where delivered or where used, if appropriate.
- 3.1.5.8** All contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
- 3.1.5.8.1** Time cards.
- 3.1.5.8.2** Daily work reports for every employee, by each

separate FEMA category of work

3.1.5.8.3 Daily equipment use, by each separate FEMA category of work.

3.1.5.8.4 List of all supplies and materials used, by each separate FEMA category of work.

3.1.5.8.5 Includes both prime and sub-contractors

3.1.5.9 All work must be properly grouped according to FEMA damage categories as specified in the contract.

3.1.5.10 FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

3.1.6 Contractor shall comply with any and all other Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3.1.7 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of Tamarac, in accordance with the requirements as stated in 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 let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.1.8 Time and Material Contracting (if required):

As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

3.17.1 Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

3.17.2. All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

3.17.3. All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm.

3.17.4. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

3.19 Bonding: Contractor shall provide the City with a Performance and Payment Bond in the amount of \$1,000,000 within three (3) calendar days of a written Notice to Proceed by City. 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.

4) Insurance

4.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager Certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all

subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

- 4.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

5) Time of Commencement and Substantial Completion

- 5.1.** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and upon issuance of a Notice to Proceed by the City as the result of an event requiring Contractor's services. The Contractor shall begin preparation for mobilization immediately after receiving the Notice to Proceed and be fully operational within forty eight (48) hours. If emergency road clearance is needed, Contractor shall have crews working within twenty-four (24) hours.
- 5.2.** The work, including site restoration prior to close-out shall be completed within thirty (30) calendar days after receiving notice from the CITY that the last load of debris has been delivered.

6) Contract Sum

Pricing for this Agreement shall be in accordance with the schedule of unit prices attached hereto as Appendix _____.

7) Payment

- 7.1** The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.
- 7.2** If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.).

- 7.3** Invoices shall be submitted to the City's authorized representative on a bi-weekly basis unless otherwise directed by the City. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records, and shall cover for no more than a 30 day period. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.
- 7.4** A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.
- 7.5** No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- 7.6** The City of Tamarac will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.
- 7.7** The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
- 7.8** Payment for disposal cost incurred by the Contractor(s) at City approved Final Disposal Sites will be made at the cost incurred by the Contractor. 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.
- 7.9** Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

- 7.10** In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed eligible by FEMA or FHWA, unless the City otherwise agrees in writing.
- 7.11** All debris clearance invoices will be audited for compliance with Federal record keeping and documentation requirements prior to payment.
- 7.12** Payment will only be made for debris that FEMA determines to be eligible.
- 7.13** Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

8) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

9) Warranty

Contractor warrants the work against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

10) Indemnification

- 10.1.** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 10.2.** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens. Settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement

10.3. Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 786.28, as amended from time to time

11) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to

perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

14) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

15) Termination

15.1. Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

15.2. Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms,

provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

16) 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:

- 16.1** 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.
- 16.2** 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.
- 16.3** The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as 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.

17) Change Orders

- 17.1** The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- 17.2** All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.

17.2.1 No claim against the City for extra Work in furtherance of a

Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.

17.2.2 The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.

17.2.3 The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.

17.2.4 If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.

17.2.5 The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.

17.2.6. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.

17.2.7 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

17.2.8 The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

17.2.8.1 By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.

17.2.8.2 When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the

previous paragraph.

18) Uncontrollable Forces

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

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

19) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

21) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

22) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof

or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

23) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

24) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

25) Records / Audits

25.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

25.1.1 Keep and maintain public records required by the City in order to perform the service;

25.1.2 Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

25.1.3 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 contract if the contractor does not transfer the records to the City.

25.1.4 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 City 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 public records. All records stored electronically must be provided to the City,

upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

- 25.2** During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

26) Public Records Custodian

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 CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

7525 NW 88TH AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its _____, duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Pat Teufel, CMC
Interim City Clerk

Date:

Date

Approved as to form and legal sufficiency:

City Attorney

ATTEST:

Company Name

(Corporate Secretary)

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :

_____ :SS

COUNTY OF _____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

_____, of _____,

a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 20____.

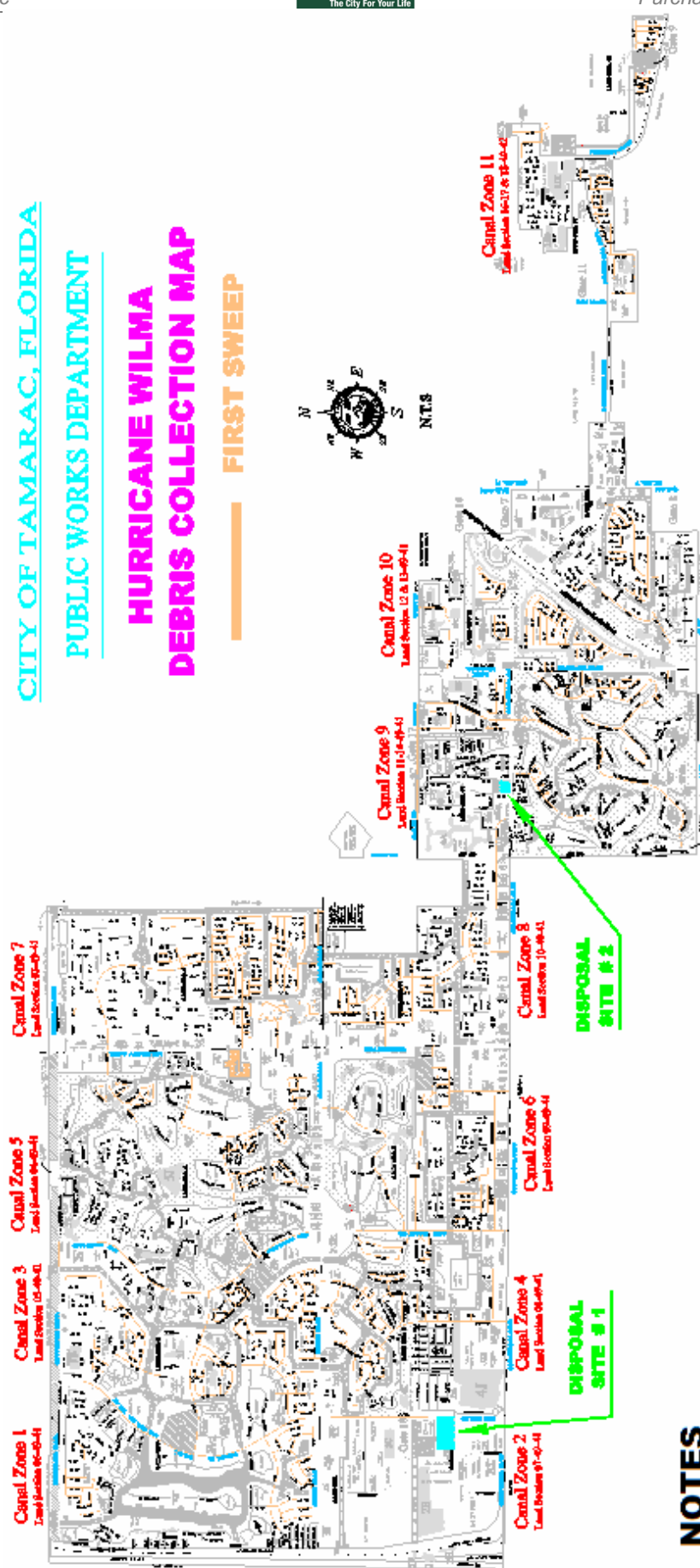
Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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

EXHIBIT A**CITY OF TAMARAC, FLORIDA****PUBLIC WORKS DEPARTMENT****HURRICANE WILMA
DEBRIS COLLECTION MAP****FIRST SWEEP****NOTES**

The City of Tamarac is divided into eleven zones. In the event of a citywide debris generating event the City assigns one staff monitor and two contracted monitors per zone. This provides adequate monitoring for all zones and creates a scalable plan depending upon amount of debris and size of area affected. Identified on the map are debris reduction sites utilized for Hurricane Wilma; additional debris reduction sites may be made available if deemed necessary.

EXHIBIT B**FHWA 1273 - REQUIRED CONTRACT PROVISIONS**
FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work

classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal

contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (

e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant

(such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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

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

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE

EQUIPMENT TYPE WITH OPERATOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
50' Bucket Truck	140		
Crash Truck w/Impact Attenuator	70		
Dozer, Tracked, D3 or Equivalent	70		
Dozer, Tracked, D4 or Equivalent	70		
Dozer, Tracked, D5 or Equivalent	70		
Dozer, Tracked, D8 or Equivalent	70		
Dump Truck, 16 +/- CY	70		
Dump Truck, 20 +/- CY	70		
Dump Truck, 38 +/- CY	70		
Generator, 5.5 kW, List kW Capacity	70		
Generator, 200 kW, List kW Capacity	70		
Generator, 2,500 kW, List kW Capacity	70		
Light Plant with Fuel and Support	140		
Gradere w/12" Blade (Min. 30,000 LB)	70		
Hydraulic Excavator, 1.5 CY	70		
Hydraulic Excavator, 2.5 CY	70		
Kunckleboom Loader	140		
Lowboy Trailer w/ Tractor	70		
Mobil Crane up to 15 Ton	70		
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		

EQUIPMENT TYPE WITH OPERATOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Pickup Truck, 1 Ton	70		
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70		
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70		
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70		
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70		
Tub Grinder, 800 to 1,000 HP	140		
Hydraulic Excavator, 1.5 cy (w/ thumb)	70		
Hydraulic Excavator, 2.5 cy (w/ thumb)	70		
Truck, Flatbed	70		
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	140		
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	140		
Wheel Loader, 3 CY, 152 HP	70		
Wheel Loader, 4.0 CY, 200 HP	70		
Wheel Loader, 1.5 CY, 95 HP	70		
EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE:			
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)			

LABOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70		
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc supplies in support of crew	70		
Tree Climber/ Chainsaw and Gear	140		
Laborer w/ Chainsaw and Gear	140		
Laborer w/ Small Tools, Traffic Control, or Flag Person	140		
Bonded and Certified Security Personnel	70		
LABOR CATEGORY GRAND TOTAL EXTENDED PRICE:			
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
CREW CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.			
OTHERS NOT LISTED IN CREW CATEGORY - PLEASE LIST BELOW			
Note: all hours listed above are for evaluative purposes only and shall not be construed as a promise or guarantee for scope of services provided.			

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE (Revised 2/10/2017)

Reference to RFP Scope of Services Items 1 to 9. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. Items –10 to 19 are Ancillary Services. Vendors are requested to provide a cost for ancillary items; however these costs will not be used for evaluative purposes.

1	Vegetative Debris Removal (based on Section 2.4.2) Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. This proposed rate shall apply to Removal of Debris from City Parks & Facilities (Section 2.3.4).	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	Removing debris from public property and ROW and hauling to DMS	300,000		
2	C&D Debris Removal (based on Section 2.4.3) Work consists of the collection and transportation of eligible C&D on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	Removing C&D debris from ROW or public property and hauling to DMS	100,000		
3	Debris Removal from Canals / Waterways (based on Section 2.4.5) Work consists of the collection and transportation of eligible debris from City maintained canals and waterways to a City approved debris management site (DMS) or City approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	Removing debris from city maintained canals/waterways and hauling to DMS	100,000		
4	DMS Operation and Debris Management and Reduction (based on Section 2.4.6) Work consists of managing and operating DMS for acceptance, management, and reduction of eligible C&D and vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
		200,000		
5	Haul-out of Reduced Debris to a City Approved Final Disposal Site (based on Section 2.4.7) Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS to a City approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
		56,250		

6	Mileage for Haul-out to Final Disposal Site in excess of 25 miles from DMS Work consists of transporting eligible disaster related debris to a City approved final disposal site in excess of 25 Miles from the DMS. Distance is measured as the crow flies and rounded to the nearest mile.	Estimated Quantity	\$ Per Cubic Yard	Total
	0 – 25 Miles shall be included in Item #5 "Haul of Reduced Debris"	N/A		
	26 – 50.9 Miles			
	51 to 75.9 Miles			
	76 to 100.9 Miles			
	101 to 125.9 Miles			
	126 to 150.9 Miles			
	Per CY Rate for Mileage in excess of 151 miles			
7	Removal of Hazardous Trees and Limbs (based on Section 2.4.8) Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. Sizes as follows:	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter	160		
	13 inch to 24.99 inch diameter	75		
	25 inch to 36.99 inch diameter	10		
	37 inch to 48.99 inch diameter	5		
	49 inch and larger diameter	1		
	Hanger Removal (per Tree)	1,900		
8	Removal of Hazardous Stumps (based on Section 2.4.9) Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Sizes as follows:	Estimated Quantity	\$ Per Stump	Total
	24.1 inch to 36.99 inch diameter	20		
	37 inch to 48.99 inch diameter	10		

	49 inch and larger diameter	1		
9	ROW White Goods Debris Removal (based on Section 2.4.10) Work consists of the removal of eligible White Goods from the ROW to a City approved DMS site or City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the City approved DMS to a City approved facility for recycling. Units as follows:	Estimated Quantity	\$ Per Unit	Total
	AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	10		
	Washers, dryers, stoves, ovens, and hot water heaters	25		
	Total	\$ _____		
SCHEDULE 2 (REVISED) - UNIT RATE PRICE SCHEDULE CONTINUED				
Ancillary Options - The Following Items are not included in the Price Evaluation				
10	Household Hazardous Waste Removal, Transport, and Disposal (based on Section 2.4.11) Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill.	Estimated Quantity	\$ Per Pound	Total
11	E-Waste Removal (based on Section 2.4.12) Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	Estimated Quantity	\$ Per Unit	Total
12	Abandoned Vehicle Removal (based on Section 2.4.13) Work consists of the removal and transport of eligible abandoned vehicles as follows:	Estimated Quantity	\$ Per Unit	Total
	Passenger Car			
	Single Axle			
	Double Axle			
13	Dead Animal Carcasses (based on Section 2.3.14) Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total

14	Bottled Water (1 Gallon Bottles)	Estimated Quantity	\$ Per Gallon	Total
15	Bottled Water (24 bottles per case. Each bottle approximately. 16.9 oz.)	Estimated Quantity	\$ Per Case of 24	Total
16	Ice, pre-packaged in 10 lb. bags	Estimated Quantity	\$ Pound	Total
17	Meals Ready-to-Eat	Estimated Quantity	Each	Total
18	Meals Ready-to-Eat (Kosher)	Estimated Quantity	Each	Total
19	Portable Outdoor Toilet with Sanitary Pumping Services Included	Estimated Quantity	Rental Per Week	Total

EXHIBIT C**ELECTRONIC CODE OF FEDERAL REGULATIONS****e-CFR data is current as of January 6, 2017**

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → Part 200

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**Procurement Standards****§200.317 Procurements by states.**

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

§200.318 General procurement standards.

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

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

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

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

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

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

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

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

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

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

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

(i) The actual cost of materials; and

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

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

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

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

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

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

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

§200.325 Bonding requirements.

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

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

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

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

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

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EXHIBIT C - Continued**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable,

all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

1. Vegetative Debris Removal (based on Section 2.4.2)																
Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. This proposed rate shall apply to Removal of Debris from City Parks & Facilities (Section 2.4.4).	300,000	CY	\$ 3.00	\$ 900,000.00	\$ 8.75	\$ 2,625,000.00		\$ 2,385,000.00	\$ 2,661,000.00							
Removing debris from public property and ROW and hauling to DMS							\$ 7.95		\$ 8.87	\$ 7.45	\$ 2,235,000.00	\$ 6.82	\$ 2,046,000.00	\$ 8.24	\$ 2,472,000.00	
2. C&D Debris Removal (based on Section 2.4.3)																
Work consists of the collection and transportation of eligible C&D on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site.	100,000	CY	\$ 3.00	\$ 300,000.00	\$ 8.75	\$ 875,000.00		\$ 875,000.00	\$ 998,000.00							
Removing C&D debris from ROW or public property and hauling to DMS							\$ 8.75		\$ 9.98	\$ 7.75	\$ 775,000.00	\$ 6.82	\$ 682,000.00	\$ 8.98	\$ 898,000.00	
3. Debris Removal from Canals / Waterways (based on Section 2.4.5)																
Work consists of the collection and transportation of eligible debris from City maintained canals and waterways to a City approved final disposal site.	100,000	CY	\$ 5.00	\$ 500,000.00	\$ 25.00	\$ 2,500,000.00		\$ 1,750,000.00	\$ 4,832,000.00							
Removing debris from city maintained canals/waterways and hauling to DMS							\$ 17.50		\$ 48.32	\$ 60.00	\$ 6,000,000.00	\$ 8.25	\$ 825,000.00	\$ 28.50	\$ 2,850,000.00	
4. DMS Operation and Debris Management and Reduction (based on Section 2.4.6)																
Work consists of managing and operating DMS for acceptance, management, and reduction of eligible C&D and vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	200,000	CY	\$ 15.00	\$ 3,000,000.00	\$ 4.25	\$ 850,000.00		\$ 650,000.00	\$ 776,000.00							
5. Haul-out of Reduced Debris to a City Approved Final Disposal Site (based on Section 2.4.7)																
Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS to a City approved final disposal site.																
Haul-out of debris to City approved final disposal site (0-25 mile haul distance)	56,250	CY	\$ 3.00	\$ 168,750.00	\$ 2.50	\$ 140,625.00	\$ 5.25	\$ 295,312.50	\$ 5.74	\$ 322,875.00	\$ 3.25	\$ 182,812.50	\$ 2.70	\$ 151,875.00	\$ 4.20	\$ 236,250.00
6. Mileage for Haul-out to Final Disposal Site in excess of 25 miles from DMS (based on Section 2.4.7)																
0 – 25 Miles shall be included in Item #5 "Haul of Reduced Debris"	N/A	N/A														
26 – 50.9 Miles	-	CY		\$ -	\$ 5.25	\$ -	\$ 5.75	\$ -	\$ 7.15	\$ -	\$ 5.25	\$ -	\$ 3.50	\$ -	\$ 5.20	\$ -
51 to 75.9 Miles	-	CY		\$ -	\$ 7.00	\$ -	\$ 6.95	\$ -	\$ 9.55	\$ -	\$ 6.25	\$ -	\$ 5.00	\$ -	\$ 6.20	\$ -
76 to 100.9 Miles	-	CY		\$ -	\$ 8.25	\$ -	\$ 8.25	\$ -	\$ 11.98	\$ -	\$ 7.25	\$ -	\$ 8.00	\$ -	\$ 7.20	\$ -
101 to 125.9 Miles	-	CY		\$ -	\$ 8.50	\$ -	\$ 10.56	\$ -	\$ 13.88	\$ -	\$ 8.40	\$ -	\$ 9.00	\$ -	\$ 8.20	\$ -
126 to 150.9 Miles	-	CY		\$ -	\$ 12.50	\$ -	\$ 12.50	\$ -	\$ 14.95	\$ -	\$ 9.40	\$ -	\$ 10.00	\$ -	\$ 10.20	\$ -
Per CY Rate for Mileage in excess of 151 miles	-	CY		\$ -	\$ 13.00	\$ -	\$ 14.00	\$ -	\$ 0.19	\$ -	\$ 12.00	\$ -	\$ -	\$ -	\$ 12.20	\$ -
7. Removal of Hazardous Trees and Limbs (based on Section 2.4.8)																
Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. Sizes as follows:																
6 inch to 12.99 inch diameter	160	Per Tree	\$ 200.00	\$ 32,000.00	\$ 45.00	\$ 7,200.00	\$ 125.00	\$ 20,000.00	\$ 67.00	\$ 10,720.00	\$ 30.00	\$ 4,800.00	\$ 20.00	\$ 3,200.00	\$ 35.00	\$ 5,600.00
13 inch to 24.99 inch diameter	75	Per Tree	\$ 300.00	\$ 22,500.00	\$ 85.00	\$ 6,375.00	\$ 225.00	\$ 16,875.00	\$ 71.00	\$ 5,325.00	\$ 80.00	\$ 6,000.00	\$ 35.00	\$ 2,625.00	\$ 70.00	\$ 5,250.00
25 inch to 36.99 inch diameter	10	Per Tree	\$ 500.00	\$ 5,000.00	\$ 195.00	\$ 1,950.00	\$ 350.00	\$ 3,500.00	\$ 76.00	\$ 760.00	\$ 130.00	\$ 1,300.00	\$ 45.00	\$ 450.00	\$ 145.00	\$ 1,450.00
37 inch to 48.99 inch diameter	5	Per Tree	\$ 1,000.00	\$ 5,000.00	\$ 325.00	\$ 1,625.00	\$ 425.00	\$ 2,125.00	\$ 84.00	\$ 420.00	\$ 275.00	\$ 1,375.00	\$ 75.00	\$ 375.00	\$ 265.00	\$ 1,325.00
49 inch and larger diameter	1	Per Tree	\$ 2,000.00	\$ 2,000.00	\$ 375.00	\$ 375.00	\$ 550.00	\$ 550.00	\$ 88.00	\$ 88.00	\$ 425.00	\$ 425.00	\$ 100.00	\$ 100.00	\$ 365.00	\$ 365.00
Hanger Removal (per Tree)	1900	Per Tree	\$ 100.00	\$ 190,000.00	\$ 75.00	\$ 142,500.00	\$ 120.00	\$ 228,000.00	\$ 78.00	\$ 148,200.00	\$ 70.00	\$ 133,000.00	\$ 30.00	\$ 57,000.00	\$ 74.00	\$ 140,600.00
8. Removal of Hazardous Stumps (based on Section 2.4.9)																
Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Sizes as follows:																
24.1 inch to 36.99 inch diameter	20	EACH	\$ 600.00	\$ 12,000.00	\$ 350.00	\$ 7,000.00	\$ 425.00	\$ 8,500.00	\$ 395.00	\$ 7,900.00	\$ 150.00	\$ 3,000.00	\$ 175.00	\$ 3,500.00	\$ 225.00	\$ 4,500.00
37 inch to 48.99 inch diameter	10	EACH	\$ 750.00	\$ 7,500.00	\$ 475.00	\$ 4,750.00	\$ 550.00	\$ 5,500.00	\$ 695.00	\$ 6,950.00	\$ 250.00	\$ 2,500.00	\$ 300.00	\$ 3,000.00	\$ 350.00	\$ 3,500.00
49 inch and larger diameter	1	EACH	\$ 1,500.00	\$ 1,500.00		\$ -	\$ 625.00	\$ 625.00	\$ 995.00	\$ 995.00	\$ 350.00	\$ 350.00		\$ -	\$ 550.00	\$ 550.00
9. ROW White Goods Debris Removal (based on Section 2.4.10)																
Work consists of the removal of eligible White Goods from the ROW to a City approved DMS site or City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the City approved DMS to a City approved facility for recycling. Units as follows:																
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination(Freon Mangement)	10	EACH	\$ 250.00	\$ 2,500.00	\$ 95.00	\$ 950.00	\$ 120.00	\$ 1,200.00	\$ 88.00	\$ 880.00	\$ 50.00	\$ 500.00	\$ 85.00	\$ 850.00	\$ 75.00	\$ 750.00
Washers, dryers, stoves, ovens, and hot water heaters	25	EACH	\$ 50.00	\$ 1,250.00	\$ 50.00	\$ 1,250.00	\$ 60.00	\$ 1,500.00	\$ 45.00	\$ 1,125.00	\$ 25.00	\$ 625.00	\$ 40.00	\$ 1,000.00	\$ 35.00	\$ 875.00
Ancillary Options - The Following Items are not included in the Price Evaluation																
10. Household Hazardous Waste Removal, Transport, and Disposal (based on Section 2.4.11)																
Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill.	1	Per Pound	\$ 0.15	\$ 0.15	\$ 15.00	\$ 15.00	\$ 350.00	\$ 350.00	\$ 9.95	\$ 9.95	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 9.95	\$ 9.95
11. E-Waste Removal (based on Section 2.4.12)																

Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	50	Per Unit	\$ 0.37	\$ 18.50	\$ 35.00	\$ 1,750.00	\$ 60.00	\$ 3,000.00	\$ 39.95	\$ 1,997.50	\$ 45.00	\$ 2,250.00	\$ 50.00	\$ 2,500.00	\$ 45.00	\$ 2,250.00
12. Abandoned Vehicle Removal (based on Section 2.4.13) Work consists of the removal and transport of eligible abandoned vehicles as follows:																
Passenger Car	1	EA	\$ 62.00	\$ 62.00	\$ 350.00	\$ 350.00	\$ 750.00	\$ 750.00	\$ 125.00	\$ 125.00	\$ 250.00	\$ 250.00	\$ 55.00	\$ 55.00	\$ 330.00	\$ 330.00
Single Axle	1	EA	\$ 80.00	\$ 80.00	\$ 350.00	\$ 350.00	\$ 850.00	\$ 850.00	\$ 150.00	\$ 150.00	\$ 250.00	\$ 250.00	\$ 70.00	\$ 70.00	\$ 430.00	\$ 430.00
Double Axle	1	EA	\$ 104.00	\$ 104.00	\$ 350.00	\$ 350.00	\$ 110.00	\$ 110.00	\$ 195.00	\$ 195.00	\$ 350.00	\$ 350.00	\$ 75.00	\$ 75.00	\$ 730.00	\$ 730.00
13. Dead Animal Carcasses (based on Section 2.4.14)																
Work consists of the recovery and disposal of dead animal carcasses.	1	EA	\$ 9.00	\$ 9.00	\$ 4.25	\$ 4.25	\$ 5.50	\$ 5.50	\$ 1.98	\$ 1.98	\$ 0.50	\$ 0.50	\$ 10.00	\$ 10.00	\$ 4.95	\$ 4.95
Auxillary products and services (Optional)																
14. Bottled Drinking Water (1 Gallon Jug)	1	GALLON	\$ 1.85	\$ 1.85	\$ 3.25	\$ 3.25	\$ 2.75	\$ 2.75	\$ 198.00	\$ 198.00	\$ 4.00	\$ 4.00	\$ 8.00	\$ 8.00	\$ 2.50	\$ 2.50
15. Bottled Drinking Water (24 Case)	1	CASE	\$ 7.25	\$ 7.25	\$ 14.50	\$ 14.50	\$ 5.50	\$ 5.50	\$ 1.98	\$ 1.98	\$ 5.50	\$ 5.50	\$ 10.00	\$ 10.00	\$ 12.41	\$ 12.41
16. Packaged Ice	1	POUND	\$ 5.80	\$ 5.80	\$ 4.75	\$ 4.75	\$ 2.25	\$ 2.25	\$ 9.98	\$ 9.98	\$ 0.15	\$ 0.15	\$ 1.00	\$ 1.00	\$ 0.60	\$ 0.60
17. Meals Ready to Eat (Non-Kosher)	1	EA	\$ 15.00	\$ 15.00	\$ 7.50	\$ 7.50	\$ 11.50	\$ 11.50	\$ 9.98	\$ 9.98	\$ 3.89	\$ 3.89	\$ 30.00	\$ 30.00	\$ 18.95	\$ 18.95
18. Meals Ready to Eat (Kosher)	1	EA	\$ 22.50	\$ 22.50	\$ 13.00	\$ 13.00	\$ 11.50	\$ 11.50	\$ 4.95	\$ 4.95	\$ 4.25	\$ 4.25	\$ 40.00	\$ 40.00	\$ 19.95	\$ 19.95
19. Portable Toilet with Sanitary Pumping Services Included	1	Rental Per Week	\$ 231.00	\$ 231.00	\$ 475.00	\$ 475.00	\$ 1,500.00	\$ 1,500.00	\$ 5.95	\$ 5.95	\$ 110.00	\$ 110.00	\$ 200.00	\$ 200.00	\$ 125.00	\$ 125.00
SCHEDULE 2 SUBTOTAL Through Item 9				\$ 5,150,000.00		\$ 7,165,125.00		\$ 6,243,687.50		\$ 9,773,238.00		\$ 10,046,687.50		\$ 4,366,975.00		\$ 7,371,015.00
TOTAL			\$	5,662,341.00	\$	7,572,070.00	\$	6,706,637.50	\$	10,303,053.32	\$	10,370,567.50	\$	4,739,975.00	\$	8,206,930.00

Reference to RFP Scope of Services Items 2 to 11. If a Vendor elects to "No Bid" individual service offerings their requested may be considered non-responsive by the City. Items 12 - 15 are Ancillary Services. Vendors are requested to provide a cost for ancillary items; however these costs will not be used for evaluative purposes.															
Vegetative Debris Removal (based on Section 2.3.2)															
Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. This proposed rate shall apply to Removal of Debris from City Parks & Facilities (Section 2.3.4).	300,000	CY	\$ 8.75	\$ 2,625,000.00	\$ 8.75	\$ 2,625,000.00	\$ 9.00	\$ 2,700,000.00	\$ 8.00	\$ 2,400,000.00		\$ -		\$ -	
Removing debris from public property and ROW and hauling to DMS															
C&D Debris Removal (based on Section 2.3.3)				\$ -		\$ -									
Work consists of the collection and transportation of eligible C&D on the ROW or public property to a City approved final disposal site.	100,000	CY	\$ 8.75	\$ 875,000.00	\$ 8.75	\$ 875,000.00	\$ 9.50	\$ 950,000.00	\$ 8.00	\$ 800,000.00		\$ -		\$ -	
Removing C&D debris from ROW or public property and hauling to DMS															
Debris Removal from Canals / Waterways (based on Section 2.3.5)				\$ -		\$ -									
Work consists of the collection and transportation of eligible debris from City maintained canals and waterways to a City approved final disposal site.	100,000	CY	\$ 25.00	\$ 2,500,000.00	\$ 25.00	\$ 2,500,000.00	\$ 35.00	\$ 3,500,000.00	\$ 40.00	\$ 4,000,000.00		\$ -		\$ -	
Removing debris from city maintained canals/waterways and hauling to DMS															
DMS Operation and Reduction Through Grinding (based on Section 2.3.6)															
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	200,000	CY	\$ 4.25	\$ 850,000.00	\$ 4.25	\$ 850,000.00	\$ 4.15	\$ 830,000.00	\$ 2.70	\$ 540,000.00		\$ -		\$ -	
Haul-out of Reduced Debris to a City Approved Final Disposal Site (based on Section 2.3.7)															
Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS to a City designated final disposal site.															
Haul-out of reduced debris to City approved final disposal site (0-25 mile haul distance)	56,250	CY	\$ 2.50	\$ 140,625.00	\$ 2.50	\$ 140,625.00	\$ 4.50	\$ 253,125.00	\$ 2.80	\$ 157,500.00	\$ 6.75	\$ 379,687.50	\$ 7.90	\$ 444,375.00	
Haul-out of reduced debris to City approved final disposal site (26-50.9 mile haul distance)		CY	\$ 5.25		\$ 5.25		\$ 7.00		\$ 3.70		\$ 7.50		\$ 8.70		
Haul-out of reduced debris to City approved final disposal site (51-75.9 mile haul distance)		CY	\$ 7.00		\$ 7.00		\$ 8.00		\$ 6.00		\$ 11.00		\$ 9.50		
Haul-out of reduced debris to City approved final disposal site (76- 100.9 mile haul distance)		CY	\$ 8.25		\$ 8.25		\$ 10.00		\$ 9.00		N/A		N/A		
Haul-out of reduced debris to City approved final disposal site (101-125.9 mile haul distance)		CY	\$ 8.50		\$ 8.50										
Haul-out of reduced debris to City approved final disposal site (126-150.9 mile haul distance)		CY	\$ 12.50		\$ 12.50										
Per CY Rate for Mileage in Excess of 151 Miles		CY	\$ 13.00		\$ 13.00										
Removal of Hazardous Trees and Limbs (based on Section 2.3.8)															
Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. Sizes as follows:															
6 inch to 12.99 inch diameter	160	EACH	\$ 45.00	\$ 7,200.00	\$ 45.00	\$ 7,200.00	\$ 45.00	\$ 7,200.00	\$ 40.00	\$ 6,400.00		\$ -		\$ -	
13 inch to 24.99 inch diameter	75	EACH	\$ 85.00	\$ 6,375.00	\$ 85.00	\$ 6,375.00	\$ 75.00	\$ 5,625.00	\$ 90.00	\$ 6,750.00		\$ -		\$ -	
25 inch to 36.99 inch diameter	10	EACH	\$ 195.00	\$ 1,950.00	\$ 180.00	\$ 1,800.00	\$ 125.00	\$ 1,250.00	\$ 200.00	\$ 2,000.00		\$ -		\$ -	
37 inch to 48.99 inch diameter	5	EACH	\$ 325.00	\$ 1,625.00	\$ 300.00	\$ 1,500.00	\$ 275.00	\$ 1,375.00	\$ 300.00	\$ 1,500.00		\$ -		\$ -	
49 inch and larger diameter	1	EACH	\$ 375.00	\$ 375.00	\$ 350.00	\$ 350.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 400.00		\$ -		\$ -	
Hanger Removal (per Tree)	1900	TREE	\$ 75.00	\$ 142,500.00	\$ 75.00	\$ 142,500.00	\$ 90.00	\$ 171,000.00	\$ 80.00	\$ 152,000.00	\$ 85.00	\$ 161,500.00	\$ 70.00	\$ 133,000.00	
Removal of Hazardous Stumps (based on Section 2.3.9)															
Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Sizes as follows:															
24.1 inch to 36.99 inch diameter	20	EACH	\$ 350.00	\$ 7,000.00	\$ 325.00	\$ 6,500.00	\$ 100.00	\$ 2,000.00	\$ 200.00	\$ 4,000.00	\$ 145.00	\$ 2,900.00			
37 inch to 48.99 inch diameter	10	EACH	\$ 475.00	\$ 4,750.00	\$ 425.00	\$ 4,250.00	\$ 150.00	\$ 1,500.00	\$ 250.00	\$ 2,500.00	\$ 250.00	\$ 2,500.00			
49 inch and larger diameter	1	EACH		\$ -		\$ -	\$ 225.00	\$ 225.00	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00			
ROW White Goods Debris Removal (based on Section 2.3.10)															
Work consists of the removal of eligible White Goods from the ROW to a City approved DMS site or City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the City approved DMS to a City approved facility for recycling. Units as follows:															
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination(Freon Mangement)	10	EACH	\$ 95.00	\$ 950.00	\$ 55.00	\$ 550.00	\$ 40.00	\$ 400.00	\$ 40.00	\$ 400.00					
Washers, dryers, stoves, ovens, and hot water heaters	25	EACH	\$ 50.00	\$ 1,250.00	\$ 50.00	\$ 1,250.00	\$ 50.00	\$ 1,250.00	\$ 50.00	\$ 1,250.00					
Ancillary Options - The Following Items are not included in the Price Evaluation															
Household Hazardous Waste Removal, Transport, and Disposal (based on Section 2.3.11)															

Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill.		POUND	\$ 15.00		\$ 15.00		\$ 18.00		\$ 5.00					
E-Waste Removal (based on Section 2.3.12)														
Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.		EACH	\$ 35.00		\$ 30.00		\$ 18.00		\$ 40.00					
Abandoned Vehicle Removal (based on Section 2.3.13) Work consists of the removal and transport of eligible abandoned vehicles as follows:														
Passenger Car	1		\$ 350.00		\$ 350.00									
Single Axle	1		\$ 350.00		\$ 350.00									
Double Axle	1		\$ 350.00		\$ 350.00									
Dead Animal Carcasses (based on Section 2.3.14)														
Work consists of the recovery and disposal of dead animal carcasses.	1		\$ 4.25		\$ 4.25									
Axillary products and services (Optional)														
Bottled Drinking Water (1 Gallon Jug)	100	GALLON	\$ 3.25	\$ 325.00	\$ 3.25	\$ 325.00		\$ -		\$ -				
Bottled Drinking Water (24 Case)	100	CASE	\$ 14.50	\$ 1,450.00	\$ 14.50	\$ 1,450.00		\$ -		\$ -				
Packaged Ice	100	POUND	\$ 4.75	\$ 475.00	\$ 4.75	\$ 475.00		\$ -		\$ -				
Meals Ready to Eat (Non-Kosher)	50	EA	\$ 7.50	\$ 375.00	\$ 7.50	\$ 375.00		\$ -		\$ -				
Meals Ready to Eat (Kosher)	50	EA	\$ 13.00	\$ 650.00	\$ 13.00	\$ 650.00		\$ -		\$ -				
Portable Toilet Rental	1	Weekly Rental	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00		0		0				
			\$ 7,165,125.00		\$ 7,163,225.00		\$ 8,425,150.00		\$ 8,075,000.00		\$ 546,837.50		\$ 577,375.00	
TOTAL			\$7,572,070.00		\$7,541,760.00		\$8,793,691.80		\$8,367,796.80		\$569,587.50		\$672,355.00	

From: [Ralph Dahlgren](#)
To: [Keith Glatz](#); [John Noble](#)
Cc: [Troy Gies](#)
Subject: RE: Cost Reasonableness Review
Date: Thursday, March 30, 2017 10:42:59 AM

Keith,

Thank you for bringing this to our attention. This is an oversight on our part. The rate is \$550.00 per stump 49 inch and larger in diameter.

Thanks again,

Ralph

From: Keith Glatz [mailto:Keith.Glatz@tamarac.org]
Sent: Wednesday, March 29, 2017 4:37 PM
To: Ralph Dahlgren <ralph@ashbritt.com>; John Noble <jnoble@ashbritt.com>
Cc: Troy Gies <Troy.Gies@tamarac.org>
Subject: RE: Cost Reasonableness Review

Ralph,

We are good with your BOFA. One question, however. Is there a reason why you didn't provide pricing for stump removal for a stump over 49" in diameter? Just wondering.

Keith

Keith K. Glatz, CPPO
Purchasing & Contracts Manager
7525 NW 88th Ave, Tamarac, FL 33321
(954) 597-3567 Voice (954) 597-3565 Fax
keith.glatz@tamarac.org
www.tamarac.org

Public Procurement Guiding Principles:
Accountability, Ethics, Impartiality, Professionalism, Service & Transparency

From: Ralph Dahlgren [mailto:ralph@ashbritt.com]
Sent: Wednesday, March 29, 2017 11:59 AM
To: Keith Glatz; John Noble
Cc: Troy Gies
Subject: RE: Cost Reasonableness Review

Keith,

Per your request, we have reviewed the pricing we have submitted and made adjustments as noted in the BAFO column. Please let us know if you have any questions or if we can be of any assistance whatsoever. Thanks.

Ralph

From: Keith Glatz [<mailto:Keith.Glatz@tamarac.org>]

Sent: Monday, March 27, 2017 5:04 PM

To: Ralph Dahlgren <ralph@ashbritt.com>; John Noble <jnoble@ashbritt.com>

Cc: Troy Gies <Troy.Gies@tamarac.org>

Subject: Cost Reasonableness Review

Good Afternoon Ralph and John,

The City of Tamarac Disaster Debris Removal and Disposal Evaluation Committee is happy to inform you that Ashbritt was the highest ranked firm in our evaluation of seven (7) firms. As a result, we will soon be providing you with an Agreement; however, as part of our due diligence in determining cost reasonableness, we have reviewed your pricing against other entities who are using similar tasks, equipment and laborers. As a result of that review, we want to bring a few concerns to your attention -- mainly in the areas of equipment with operator and some of the smaller quantity items listed in the proposal. Now having said that, I was very pleased to see that our price has actually gone d
down on a lot of items with the highest quantities. We definitely appreciate these significant reductions.

I have attached pricing recently provided to Hallandale. I have taken the liberty to highlight the unit costs that I believe may be a bit out-of-line with your recent past Agreements. I would like you to review the highlighted pricing to determine where we might be able to realize some potential price reductions. It would greatly appreciated if you could have this to me by Noon on Wednesday. Please feel free to contact me at your convenience.

Thank you,

Keith Glatz

Keith K. Glatz, CPPO

Purchasing & Contracts Manager

7525 NW 88th Ave, Tamarac, FL 33321

(954) 597-3567 Voice (954) 597-3565 Fax

keith.glatz@tamarac.org

www.tamarac.org

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The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

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Title - TR12937 - Award RFP No. 17-08R for Disaster Debris Monitoring Services

Item No. 6 (b) on the Consent Agenda. (TR12937) A Resolution of the City Commission of the City of Tamarac, Florida, approving the Award of RFP No. 17-08R to and approving an Agreement with Tetratex, Inc. for Disaster Debris Monitoring Services; authorizing proper City Officials to execute Contract renewals; providing for conflicts; providing for severability; and providing for an effective date. - **Public Services Director Jack Strain, Budget/Contracts Manager Troy Gies and Purchasing/Contracts Manager Keith Glatz**

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12937 MEMO	4/11/2017	Cover Memo
▣ TR12937 - Resolution Revised	4/19/2017	Resolution
▣ TR 12937 EXHIBIT 1	4/11/2017	Exhibit
▣ TR 12937 EXHIBIT 2	4/11/2017	Exhibit
▣ BACKUP - RFP 17-08R	4/11/2017	Backup Material
▣ BACKUP - COST ANALYSIS 17-08R	4/11/2017	Backup Material
▣ BACKUP - RATE REASONABLENESS	4/11/2017	Backup Material
▣ BACKUP - TETRATHECH BAFO	4/11/2017	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

TO: Mike C. Cernech, City Manager

DATE: April 10, 2017

**THRU: Jack Strain, Public Services
Director**

**FROM: Troy Gies, Budget and Contracts
Manager**

**RE: Temp. Reso. #12937 – Award of
RFP No. 17-08R for Disaster
Debris Monitoring Services –
City Commission Meeting of
April 26, 2017**

Recommendation:

I recommend the award of RFP No. 17-08R for Disaster Debris Monitoring Services to and approval of an Agreement with Tetrattech, Inc.; and that this item be placed on the April 26, 2017 Commission Agenda.

Issue:

Award of RFP 17-08R and approval of an Agreement between the City of Tamarac and Tetrattech for Disaster Debris Monitoring Services.

Background:

The City of Tamarac Public Works Department is the lead agency responsible for providing emergency engineering/public works services in the event of a disaster. These services include the repair of public infrastructure and facilities, clearance of debris and restoration of critical public services.

Disaster debris monitoring following a debris generating event, such as a hurricane, is necessary to assure debris removal contractors operate in compliance with contracts and in accordance with state and federal reimbursement programs, including but not limited to FEMA, FHWA, and NCRS.

In order for the City of Tamarac to receive assistance for disaster debris removal from State and Federal Reimbursement programs (e.g. FEMA, FHWA) the City must implement a debris removal monitoring program. This service can be provided by independent consultants that are selected by the City. Monitoring of debris removal and disposal is a critical component in successful debris operations and in the justification and documentation of any application for FEMA Public Assistance / FHWA Emergency Relief funding. Said outside monitoring firms must be selected via a competitive solicitation process and the contract must be valid prior to an event to ensure maximum reimbursement allowed by State and Federal Reimbursement programs.

In the event of an emergency, such as a hurricane, the City would lack sufficient resources to undertake debris monitoring services as required by FEMA/FHWA. One of the alternatives available to augment the City's emergency response capabilities is to contract for disaster recovery services with private sector service provider. An emergency services agreement, with an established service provider, places a vast array of specialized equipment, personnel and material at the City's disposal in

the event of a disaster. This will help Public Services staff to take care of their normal responsibilities in case of an event.

On January 26, 2017, the City of Tamarac published RFP 17-08R for Disaster Debris Monitoring Services. Submittals from one (1) firm was received and opened on February 23, 2017. An Evaluation Committee, facilitated by the Purchasing and Contracts Manager and comprised of the Assistant Public Services Director, Assistant Director / Controller, Financial Services, Public Services Operations Manager, and Public Services Budget and Contracts Manager, reviewed and evaluated the submittals. The total evaluation score and subsequent ranking is summarized below, for a detailed tabulation of evaluation scores, see Temporary Resolution No. 12937.

Vendor	Total Evaluation Score	Ranking
Tetrattech	364.00	1

Per RFP 17-08R, the evaluation of the proposals included the following areas:

- Quality of Response
- Experience and Knowledge of Reimbursement Programs, Procedures and Guidelines
- Ability of Firm to Provide Monitoring Services
- Ability to Respond in a Timely Manner with Adequate Services
- Cost (estimated based on a moderate debris-generating event)
- Performance on Similar Events

Upon evaluation of the proposals, the Evaluation Committee determined that Tetrattech, Inc. met the requirements of the RFP was recommended for award of RFP 17-08R.

Further due diligence was performed in accordance with procedures established for this type of contract under the requirements of Title 2, Code of Federal Regulations Part 200.317 to 200.326, "Procurement Standards" a price comparison of recent competitive solicitations in South Florida, which Tetrattech, Inc. participated were evaluated. This information was collected by Purchasing and Contracts Division staff prior to the solicitation of this proposal. Areas in which pricing was not consistent with the previous competitive solicitations were identified in the submittal of Tetrattech, Inc.; at which point the inconsistent pricing was noted, and a Best and Final Offer was requested from Tetrattech, Inc. Upon receipt of the Best and Final Offer from Tetrattech, Inc., the modified pricing was re-examined, and the Best and Final pricing was accepted.

Agreement Summary

The term of the proposed agreement is for three years with the option to renew the contract for two additional two-year periods. The Unit prices will remain fixed for the first year and may be adjusted according to the Consumer Price Index for each subsequent year.

The scope of services for this agreement is almost entirely personnel; and therefore the unit rate for all items is hourly. A detailed list of all positions and the corresponding hourly rate is included as Exhibit 2 to Temp Resolution No. 12937. It is important to note that this Agreement does not include, nor does it allow, mobilization or pre-positioning expenses. The vendor is also responsible for providing annual training related to debris monitoring at no additional cost to the City.

Fiscal Impact

Funding is intangible. There will be no initial cost to this contract. The estimated expenditure will be on an emergency basis only, upon declaration of emergency.

The actual amount expended will be dependent upon the scope, size, and duration of the debris generating event, however, the contracts will ensure a competitively bid and consistent price for activities related to the debris removal and disposal activities. For the purposes of evaluating the cost component of the proposals, staff used estimated total hours for a moderate-sized debris generating storm; and based on the SAIC proposal, the estimated cost would be \$449,220.00. For a more detailed cost tabulation, see Temporary Resolution No. 12936.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017 _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE AWARD OF RFP NO. 17-08R TO AND APPROVING AN AGREEMENT WITH TETRATECH, INC. FOR DISASTER DEBRIS MONITORING SERVICES; AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE CONTRACT RENEWALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is vulnerable to a variety of natural disasters including hurricanes and tornadoes; and

WHEREAS, the impact of a major disaster would exceed the ability of City emergency response resources; and

WHEREAS, in the event of a major disaster supplemental resources would be required in order to rapidly restore the City to pre-disaster conditions; and

WHEREAS, disaster debris monitoring following a debris generating event, such as a hurricane, is necessary to assure debris removal contractors operate in compliance with contracts and in accordance with state and federal reimbursement programs, including but not limited to FEMA, FHWA, and NCRS; and

WHEREAS, independent disaster debris monitoring is a critical component in successful debris removal operations; and

WHEREAS, disaster debris monitoring is essential to the justification and documentation of any application for state and federal reimbursement programs; and

WHEREAS, a disaster debris monitoring services agreement with a private sector service provider places a vast array of specialized equipment, personnel and

material at the City's disposal in the event of a disaster; and

WHEREAS, the City of Tamarac utilized a competitive procurement process in accordance with procedures established for this type of contract under the requirements of Title 2, Code of Federal Regulations Part 200.317 to 200.326, "Procurement Standards"; and

WHEREAS, on January 26, 2017 the City published RFP No. 17-08R for Disaster Debris Monitoring Services, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on February 23, 2017, the City received and opened one (1) submittal, and an Evaluation Committee, facilitated by the Purchasing and Contracts Manager and comprised of the Assistant Public Services Director, Assistant Director / Controller, Financial Services, Public Services Operations Manager, and Public Services Budget and Contracts Manager, reviewed and evaluated the submittal; and

WHEREAS, the Evaluation Committee evaluated the submittal per RFP 17-08R and subsequently evaluated the submittal, a copy of the Evaluation Tabulation is hereto attached as Exhibit 1; and

WHEREAS, based upon the Evaluation Scores the top ranked firm is Tetrattech, Inc.; and

WHEREAS, the Director of Public Services, Director of Financial Services and the Purchasing and Contracts Manager recommend the City of Tamarac execute an Agreement with Tetrattech, Inc.; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to execute an Agreement with Tetrattech, Inc. for Disaster Debris Monitoring Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof, and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission HEREBY awards RFP No. 17-08R to Tetrattech, Inc., and approves an Agreement between the City of Tamarac and Tetrattech, Inc. ("The Agreement") and the appropriate City officials are hereby authorized to execute the Agreement, hereto attached as "Exhibit 2", to provide Disaster Debris Monitoring Services.

SECTION 3: The appropriate City Officials are HEREBY authorized to extend or renew the Agreement with Tetrattech, Inc. for Disaster Debris Monitoring Services.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2017.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
approved this RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY

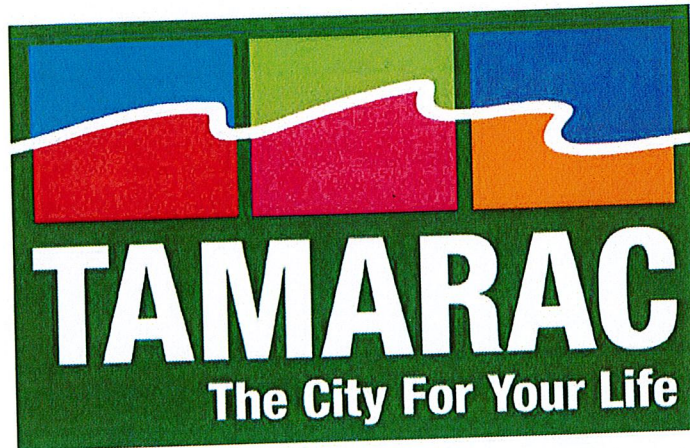
March

DISASTER DEBRIS MONITORING SERVICES
Committee Evaluation Totals

RFP 17-08R

Proposer's Name:	Tetra Tech			
No Conflict of Interest	X			
Adhered to the Instructions	X			
Cost (Price)	\$ 452,140.00			
Data Manager	X			
All Positions Cost	X			
Quality of Response (Max 10 points)				
Asst. Director of Pub. Svcs/PW	9			
Public Services/ PW Operations Manager	10			
Public Services/ PW Budget & Contracts Manager	9			
Financial Services Asst Dir/Controller	8			
Exp. & Knowledge of Reimbursement Programs, Procedures & Guidelines (Max 20 points)				
Asst. Director of Pub. Svcs/PW	18			
Public Services/ PW Operations Manager	18			
Public Services/ PW Budget & Contracts Manager	19			
Financial Services Asst Dir/Controller	20			
Ability of the Firm to Provide Complete Monitoring Services (Max 20 points)				
Asst. Director of Pub. Svcs/PW	18			
Public Services/ PW Operations Manager	18			
Public Services/ PW Budget & Contracts Manager	18			
Financial Services Asst Dir/Controller	18			
Ability to Respond in A Timely Manner with Adequate Services (Max 20 points)				
Asst. Director of Pub. Svcs/PW	16			
Public Services/ PW Operations Manager	18			
Public Services/ PW Budget & Contracts Manager	18			
Financial Services Asst Dir/Controller	15			
Cost (Price) (Max 10 points)				
Asst. Director of Pub. Svcs/PW	10			
Public Services / PW Operations Manager	10			
Public Services / PW Budget & Contracts Manager	10			
Financial Services Asst Dir/Controller	10			
Performance on Similar Recent Contracts (Max 20 points)				
Asst. Director of Pub. Svcs/PW	18			
Public Services/ PW Operations Manager	18			
Public Services/ PW Budget & Contracts Manager	18			
Financial Services Asst Dir/Controller	20			
TOTAL POINTS				
Asst. Director of Pub. Svcs/PW	89			
Public Services / PW Operations Manager	92			
Public Services / PW Budget & Contracts Manager	92			
Financial Services Asst Dir/Controller	91			
	364			
TOTAL RANKING				
Asst. Director of Pub. Svcs/PW	1			
Public Services / PW Operations Manager	1			
Public Services / PW Budget & Contracts Manager	1			
Financial Services Asst Dir/Controller	1			
	1			

AGREEMENT



DISASTER DEBRIS MONITORING SERVICES

Request for Proposal No. 17-08R

TETRATECH, INC.

City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
(954) 597-3570
Tamarac, FL 33321



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
TETRATECH, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and TetraTech, Inc., a Delaware corporation duly registered as a Florida Foreign Corporation with principal offices located at 3475 E. Foothill Boulevard, Pasadena, California 91107 (the "Contractor") to provide Disaster Debris Monitoring Services to the City of Tamarac, Florida.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents shall consist of this Agreement, Request for Proposal Document No. 17-08R, titled "Debris Monitoring Services" dated January 26, 2017, and including all conditions therein, (Instructions, General Terms and Conditions, Statement of Work, Scope of Services, Special Conditions and/or Special Provisions, Technical Specifications, Appendix 1 "Schedule of Unit Prices" (attached hereto), Exhibits A, B and C (attached hereto), drawings, all addenda, the Contractor's bid/proposal included herein dated February 2017, Contractor's Best and Final Offer dated March 27, 2017, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Proposal No. 17-08R, "Debris Monitoring Services" dated January 26, 2017, as issued by the City, and the Contractor's Proposal dated February 2017 as amended by Contractor's Best and Final Offer dated March 27, 2017, Request for Proposal Document No. 17-08R, "Debris Monitoring Services" as issued by the City shall take precedence over the Contractor's Proposal dated February 2017 as amended by Contractor's Best and Final Offer dated March 27, 2017. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) Contract Term

The successful contractor shall be awarded a contract for three (3) years with the option to renew the contract for two (2) additional three (3) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

3) The Work

3.1. The Contractor shall perform all work for the City required by the contract documents as set forth below as applicable to the services required under this Agreement:

3.1.1 Contractor shall furnish all labor, materials, and equipment necessary to provide, disaster debris monitoring services consistent with the Statement of Work included in Request for Proposal 17-08R, titled "Disaster Debris Monitoring Services".

3.1.2 Contractor shall provide professional / consultation services in the area of disaster debris monitoring services as more specifically set forth in Request for Proposal 17-08R, titled "Disaster Debris Monitoring Services".

3.1.3 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

3.1.4 Contractor shall provide for response time and mobilization consistent with Request for Proposal 17-08R, titled "Disaster Debris Monitoring Services".

3.1.5 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or sub-contractors, if any, with respect to the work and services described herein.

3.1.6 Contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

3.1.7 FHWA-ER Program and 2 CFR Part 200 Contract Requirements:

3.1.7.1 The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor regarding the following:

3.1.7.2 FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.



3.1.7.3 Buy America Requirements

3.1.7.4 49 CFR Part 26, Disadvantage Business Enterprise Program

3.1.7.5 American with Disabilities Act of 1990 (ADA)

3.1.7.6 Convict Labor Prohibition

3.1.7.7 All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

3.1.7.7.1 Disaster related purchases (those made with a special "disaster purchase order form" shall never be commingled with regular invoices.

3.1.7.7.2 All disaster invoices shall include the location where delivered or where used, if appropriate.

3.1.7.8 All contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:

3.1.7.8.1 Time cards.

3.1.7.8.2 Daily work reports for every employee, by each separate FEMA category of work

3.1.7.8.3 Daily equipment use, by each separate FEMA category of work.

3.1.7.8.4 List of all supplies and materials used, by each separate FEMA category of work.

3.1.7.8.5 Includes both prime and sub-contractors

3.1.7.9 All work must be properly grouped according to FEMA damage categories as specified in the contract.

3.1.7.10 FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.



City of Tamarac

Purchasing & Contracts Division

- 3.1.8 Contractor shall comply with any and all other Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- 3.1.9 **MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:** The City of Tamarac, in accordance with the requirements as stated in 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 let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.1.10 Time and Material Contracting (if required):

As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

3.1.10.1 Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

3.1.10.2 All Time and Materials contracts must have a not-to-

exceed cost cap which the Contractor exceeds at their own risk.

3.1.10.3 All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm.

3.1.10.4 All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

4) Insurance

4.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

4.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

5) Schedule

5.1. Contractor shall provide for response time and mobilization consistent with Request for Proposal 17-08R, titled "Disaster Debris Monitoring Services".

5.2. Contractor will provide for continuous services for a period specified and mutually agreed to in a notice-to-proceed.

5.3. Should services be required for a longer time, Contractor shall prepare and submit a proposal for extension for City approval.

6) Contract Pricing

Pricing for this Agreement shall be in accordance with the schedule of unit prices attached hereto as **Appendix 1**.



7) Payments

- 7.1 Payment will be made monthly for work that has been completed, approved, and properly invoiced. Invoices must bear the project name, project number, and purchase order number; and must include adequate supporting information to substantiate invoice. Invoices and supporting documentation shall be submitted within 30 days of occurrence. City has up to thirty (30) days to review, approve, and pay all invoices after receipt. All necessary Releases of Liens and Affidavits shall be processed before the warranty period begins. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.
- 7.2 In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed eligible by FEMA or FHWA, unless the City otherwise agrees in writing.
- 7.3 All debris monitoring invoices will be audited for compliance with Federal record keeping and documentation requirements prior to payment.
- 7.4 Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

8) Indemnification

- 8.1. GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor.
- 8.2. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any



reason, the terms and conditions of this Article shall survive indefinitely.

- 8.3. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 8.4. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of



Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

TetraTech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
ATTN: Jonathan Burgiel, Vice
President, Operations Manager

With a copy to the following address:

TetraTech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
ATTN: Betty Kamara, Contract
Administrator



Telephone Number: (321) 441-8518
Fax No.: (321) 441-8501
Betty.Kamara@tetrattech.com

13) Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14) Uncontrollable Forces

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

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



15) Change Orders

15.1 The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.

15.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.

15.2.1 No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.

15.2.2 The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.

15.2.3 The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.

15.2.4 If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.

15.2.5 The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.

15.2.6. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.

15.2.7 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims



and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

15.2.8 The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

15.2.8.1 By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.

15.2.8.2 When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

16) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

17) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**20) Merger; Amendment**

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22) Records / Audits

22.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically the Contractor shall:

22.1.1 Upon completion of the project, the Contractor must retain and maintain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein. In the event litigation ensues, then Contractor shall retain all records hereunder for a period of seven (7) years after conclusion of the litigation, including any and all appeals. Upon completion of this retention period, contractor shall, at no cost to the City, transfer 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 City upon completion of the retention period, 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 retention period, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City. This requirement applies to the prime



contractor and all sub-contractor's project records. However, it is the responsibility of the prime contractor to provide all of the records, both for the prime contractor and sub-contractor's records.

22.1.2 Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

22.1.3 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 contract if the contractor does not transfer the records to the City.

- 22.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

23) PUBLIC RECORDS CUSTODIAN

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 CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Vice President/Operations Manager, duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

Michael C. Cernech, City Manager

ATTEST:

Pat Teufel, CMC
City Clerk

Date:

Date

Approved as to form and legal sufficiency:

City Attorney

ATTEST:

See attached Corporate Certificate for
Corporate Secretary Signature

(Corporate Secretary)

TETRATECH, INC.

Company Name

Signature of Vice President/Operations
Manager

Jonathan Burgiel

Janis B. Salin

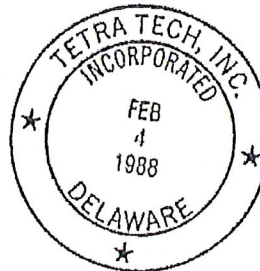
Type/Print Name of Corporate Secy.

Vice President/Operations Manager

(CORPORATE SEAL)

April 10, 2017

Date





CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
 COUNTY OF Orange :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jonathan Burgiel, Vice President/Operations Manager, of TetraTech Inc., a Delaware Corporation duly registered as a Florida Foreign Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this, day of April 10, 2017.



Signature of Notary Public
 State of Florida at Large

Print, Type or Stamp
 Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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

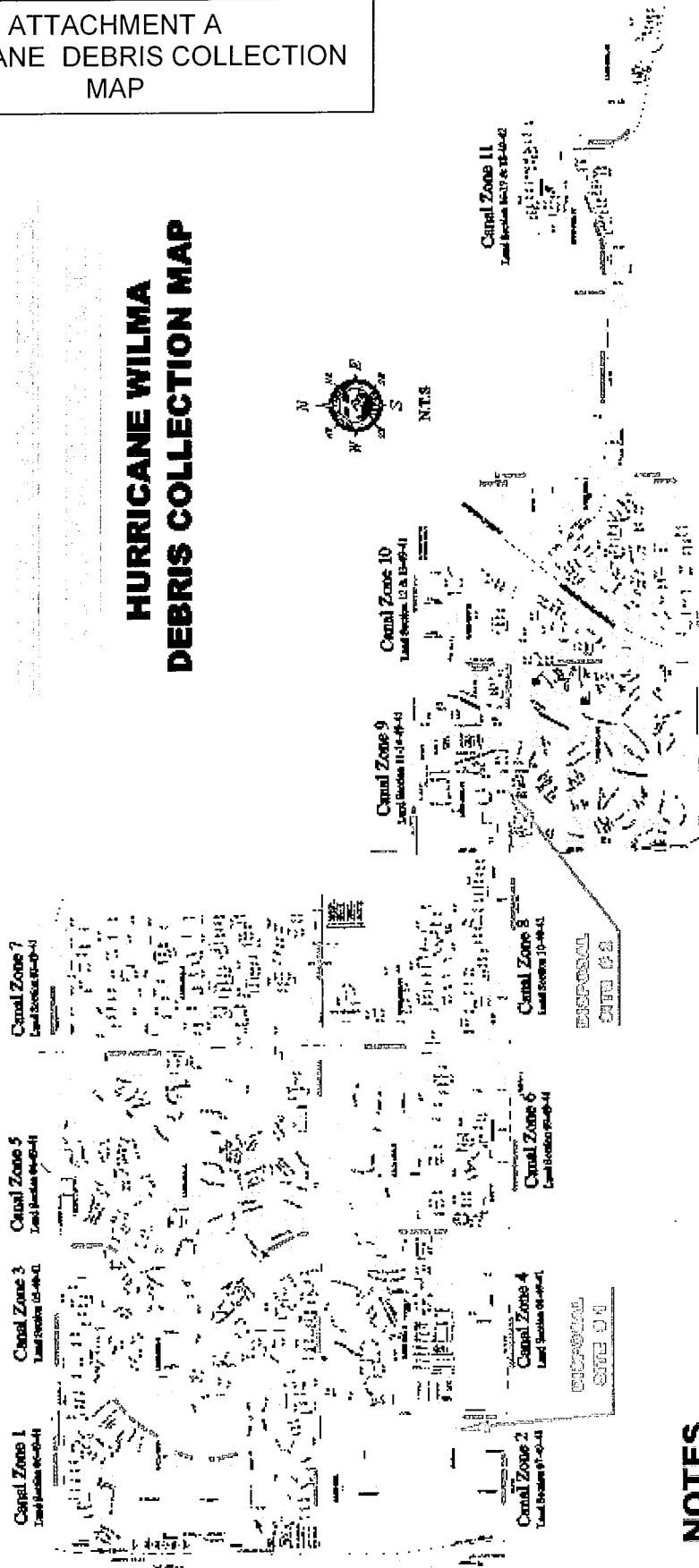


APPENDIX 1 **SCHEDULE OF UNIT PRICES** **DISASTER DEBRIS MONITORING SERVICES**

The hourly rates shall include all costs, all applicable overhead and profit in accordance with Section C.2 of the Statement of Work of the original Request for Proposal Document.

POSITIONS	HOURLY RATES
Field Supervisor	\$ 42.00
Debris Site / Tower Monitors	\$ 33.00
Field Coordinators (Crew Monitors)	\$ 33.00
Project Manager	\$ 74.00
Operations Manager	\$ 55.00
FEMA Coordinator	\$ 85.00
Scheduler / Expeditors	\$ 36.00
GIS Analyst	\$ 45.00
Environmental Specialist	\$ 49.00
Project Inspector (Citizen Site Monitors)	\$ 25.00
Load Ticket Data Entry Clerks (QA / QC)	\$ No Cost
Billing / Invoice Analysts	\$ 45.00
Administrative Assistants	\$ 32.00
Data Manager	\$ 49.00

ATTACHMENT A
HURRICANE DEBRIS COLLECTION
MAP



NOTES

The City of Tamarac is divided into eleven zones. In the event of a citywide debris generating event the City assigns one staff monitor and two contracted monitors per zone. This provides adequate monitoring for all zones and creates a scalable plan depending upon amount of debris and size of area affected. Identified on the map are debris reduction sites utilized for Hurricane Wilma; additional debris reduction sites may be made available if deemed necessary.



ATTACHMENT B

Electronic Monitoring

The Contractor MAY exercise the option to utilize electronic debris monitoring. If chosen, the contractor must comply with the requirements included in "Attachment B"; in addition to all other requirements contained within this document.

A. EQUIPMENT REQUIREMENTS

1. **Data Storage Media** – Debris Management data will be stored and transferred on encryption protected removable data storage media. All data media will be provided by the Contractor. Data must include a unique user ID which identified the user's role, limits the user's ability to collect or validate information, etc. and employs an anti-tampering mechanism. Contractor shall provide media to each person performing a debris mission role that results in data collection (i.e. drivers, ticket managers, etc.)
2. **Handheld Units (HHU)** – The Contractor will provide weather-proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media. HHUs shall have the capability to determine locations by GPS and the capability to write GPS coordinates to the removable media. The HHUs will perform two functions (1) Recording of initial load data information, and (2) verification of vehicle certification, and recording of debris type and quantity and (3) All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a shift.
 - a) HHUs capable of recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records will include truck measurements, truck ID, Driver ID, and a digital photograph of the truck and trailers.
 - b) HHUs capable of recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation.
 - c) GPS – HHU units shall have integrated GPS capability. GPS reading (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have connectivity to the HHU and be rugged and durable.
3. **Durable Printer** – The Contractor shall provide a durable printer to print load tickets at the request of the City. Once the tower manager completes the load data entries the information shall be transmitted to the printer. The printer will print a minimum 2 (two) copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the prime contractor). The HHU should have program flexibility to alter the number of printed tickets. The



printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow units to perform uninterrupted for a minimum of a shift.

4. **Server(s)** – The Contractor shall provide computer servers for the storage and maintenance of records. The data contained in the Contractor's database shall be placed on the internet for controlled use, and be password protected by the Contractor. Upon completion of the work, the contractor shall surrender the records to the City who shall maintain the official database and records on its government furnished secure server. Access to the City server is limited to "Official Use Only". The City server is provided and maintained by the City.
5. **Back-up Equipment** – In the event of equipment malfunction, loss or damage, the Contractor shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.
6. **GIS** – GIS mapping shall be provided by the Contractor from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs.
7. **Internet Accessible Database** – The Contractor will establish a web-based database which is updated daily, if not real-time. The data shall be accessible, by permission only, to sub-contractors, local and state officials, and others on a "need-to-know" basis. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the City.

B. General Statement of Electronic Debris Monitoring System Parameters

1. The system must utilize an encryption protected removable data storage device. The data storage device will store data collected in the field, such as fields from traditional debris paper tickets as well as truck certification information. The device must be capable of depicting images and other identifying data. Note: For purposes of this Agreement, any reference to a "smart card" shall be construed to allow for any type of electronic media to be utilized.
2. The system must have a database capable so storing all data collected in the field. The contractor shall provide the City a copy of the database with a matching structure at the completion of the work unless otherwise specified.
3. The system must include the capability to share database records with contractors, sub-contractors, the City, and others via the internet. Data contained in the system must be password protected, implement role-based access controls and must have viewing, printing and editing capabilities. Each



contractor, sub-contractor and customer must have permissions that allow only them to review and print information specific to their need. The system shall also have the capability to generate reports on all aspects of the debris mission.

4. The Contractor uses the HHU to initial the load data entry by entering the debris type in the HHU. The driver's media card will either be swiped or inserted into the HHU and the HHU will write the debris type, pick-up GPS location, address of the pick-up (if applicable), time, date, truck certification, and driver information, and the ticket manager's unique ID Code onto the removable media. Once the data is written to the media, the Ticket Manager will return the media to the driver. By this action, the Contractor verifies the debris meets FEMA and FHWA eligibility requirements.
5. HHUs are used at the debris verification area of disposal site(s) by tower manager. The vehicle driver presents the removable media, which was previously initiated by the field monitor, to the tower manger personnel located in the disposal site tower(s). The tower manger verifies the debris classification is appropriate (vegetative, C&D, mixed, etc.) and manually revises, if needed, quantity into the HHU. The HHU will automatically extract the information recorded earlier on the smart card and add the information to the tower manager's HHU including the date, time debris arrives, site ID, GPs readings, load quantity, and tower manger unique ID code.
6. All information regarding each debris load will be stored in the HHUs internal memory or on a separate, encryption enabled removable media device. The debris load information will be uploaded to the system City and Contractor databases. Once this information is recorded, the tower manager HHU will clear the removable media's data for the driver to re-use.
7. The media will retain the running total of the quantity and type of debris hauled by a particular vehicle. All debris load information with the tower manager HHU will be retained until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the City.

C. Functional Specifications and System Architecture

1. **Ticket/Tower Managers** – Personnel Registration, Administration and Management: The System shall have the capability to manage user roles. The majority of the system users will be either ticket or tower managers. At a minimum, the system must have the following capabilities:
 - A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data
 - Electronic registration of ticket / tower monitor
 - Link designated ticket / tower personnel to a specific mission
 - The ability to edit ticket / tower personnel roles (i.e. create, update, and



delete)

- Store ticket / tower personnel contact information relative to the mission
- Track and manage ticket / tower personnel role and status
- Assign and track equipment assigned to the user
- Reject invalid ticket / tower personnel credentials
- Reject invalid certification credentials

2. **Truck Certification:** the system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:

- A means of electronically registering authorized debris Contractor vehicles and equipment
- Link electronic registration to digital images
- Identify mission and respective City
- Generate unique ID's for contractor vehicles and equipment
- Utilize uniform measurements (e.g. feet and inches)
- Capture vehicle volume
- Utilize industry standard equations for all volume calculations
- Capture drivers and certification team member unique identification number
- A means to create encryption protected electronic driver removable media with unique Truck ID, digital photograph, truck and/or trailer measurements, vehicle volume, and other identifying data
- Must depict image and other identifying data
- Must contain counter area for total cubic yards hauled
- Must employ anti-tampering mechanism
- Capability to recertify vehicles
- Recertified vehicles must be recorded in an audit table
- Reject media which are not associated with current event and applicant
- Capture vehicle audit records
- Create a printed certification record
- Administrative reporting capabilities

3. **Right-of-Way (ROW) Debris Management:** ROW Transaction data ROW transaction data must be captured, stored, validated, audited, reported, and transmitted to mission manager, haulers, and applicants. At a minimum, the application must exhibit the following characteristics:

- Allow creation point of origin load data on encryption protected driver media when position is known and credentials have been authenticated
- Capture date and time and other relevant point of origin data
- Designate debris type
- Designate debris location as Federal Aid or Non-Federal Aid
- Designate first pass and subsequent passes
- Write point of origin load data using encrypted storage algorithms

- Associate ticket/tower personnel credentials with point of origin load data
 - Acknowledge successful card writ via display status message
 - Provide user configurable time option for GPS audit
 - Detect current location using GPS and store data to secure memory location
 - Provide capability to add digital image if debris is other than vegetative or C&D
4. **Debris Disposal Site Management:** Completed ROW, and Per-unit point of origin transactions must be received at the approved disposal site. Transactions must be received at the approved disposal site. Transactions are not considered complete until they are processed through the receiving applications. At a minimum, the system must provide the capability to:
- Accept site configuration data at the beginning of each work day
 - Dynamically configure receiving application based onsite configuration data
 - Display certification data and photo from driver smart card so that ticket/tower personnel can perform a field audit of truck/trailer to assure data matches certification and placard number
 - Accept loads where:
 - Mission and applicant are valid
 - Media authentication data is valid and unaltered
 - Media contains valid load data
 - Designate debris type
 - Record debris volume (based on unit of measure)
 - Receive volume or per unit loads
 - Identify original load data
 - Identify duplicate load data
 - Configure number of hard copies
 - Create load data record in internal storage
 - Create backup copy of internal storage
 - Prepare driver media for next load
 - Increment driver smart card based on total CY counter value
 - Continuously calculate and present real-time disposal site statistics
 - Reprint load ticket data
 - Interface with durable outdoor printer
 - Preserve in its original state, then transmit daily transaction data
 - Associate ticket/tower personnel credentials with each receivable load
5. **Field Administrative Functions:** The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the system must provide the capability to:

- Change ticket/tower personnel identification badge roles and responsibilities
- Review media total CY counter value
- Audit vehicle certification data
- Validate/invalidate smart cards
- Reinitiate security sequence for ticket/tower personnel or media
- In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the secure server.

6. Data Consolidation and Analysis/Report Generation: Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum the Data Consolidation/Data Storage and Data:

Analysis/Report Tools must provide capability to:

- Accept transactional data sets from multiple debris location systems
- Recognize multiple mission/applicant configurations
- Grant access to authorized authenticated users or processes
- Contain a master record of:
 - Roles and responsibilities
 - Ticket/tower personnel credentials and other data
 - Certification credentials and other data
 - Mission data
 - Applicant data
 - Geospatial data
 - Street centerlines
 - City outlines
 - Population and demographic
 - Elevation
 - Wetlands delineation
 - Historic and Environmentally sensitive areas
 - Debris and work zones
 - Land use
 - FEMA flood zones
- Graphically depict
 - Load locations by contractor
 - Load locations by subcontractor
 - Load locations by driver
 - Load locations by ticket/tower personnel
 - Load locations by date range
 - Load locations by zone
 - Load locations by municipality
 - Load locations by applicant
 - Load locations by mission
 - Load locations by debris type



- Load locations by disposal site
 - Load locations by Federal, State, and private roads
 - Load locations by land use
- Thematic mapping techniques to distinguish different data by color and/or symbol
- Identify data attributes for a single point of data
- Select one or many points of data
- Calculate operational efficiency statistics such as:
 - Trip turnaround time
 - Trip distance to disposal site (straight line projection sorted by 0-15 miles, 16-30 miles, 31-60 miles, and greater than 61 miles)
 - Average container fill percentage
 - Average tower manager load call
 - Load call trend data e.g., by tower manager, contractor, subcontractor, driver, etc.
- Dynamically configure user interface in response to point data selection to limit user authorities
- Multiple data selections general tabular data reports
- Filter mechanisms to highlight geospatial data
- Control data access using role based security
- User interface and access to underlying system data must dynamically configured at run time through the presentation of appropriate user credentials
- Manage data ownership
- Provide access based on security role model
- Identify and distribute "owned" transactional datasets to limit internet access to the website data to view only your data
- Prevent distributed data from being reprocessed for billing purposes
- Identify billing data sets based on parameters such as:
 - Time/Date
 - Contractor/Subcontractor
 - Debris type
 - Debris disposal method (haul-in, reduction, open burn, incineration, haul out, leave in place, etc.)
 - Haul distance
- Route billing data sets via defined and customizable workflow rules
- Approved billing data sets
- Communicate general event status e.g.:
 - Total CY hauled (by debris type)
 - Total CY by disposal site
 - Total CY by contractor/subcontractor
 - Total CY by work zone/sector
 - Total CY by municipality
 - Total CY by Federal, state and private roads
 - Total CY by certified vehicle



- Number of vehicles utilized
 - Number of ticket/tower personnel resources assigned
 - Manage user roles, responsibilities and passwords
 - Prevent modification to original data by unauthorized or unauthenticated users
 - Insert audit records into audit tables for all insertions, modifications, and deletions to original data
7. **Field Architecture:** The field based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security. At a minimum, the system must:
- Require user authentication credentials
 - Display current version at application start-up
 - Synchronize with Greenwich Mean Time (GMT) for all date/time fields
 - System must utilize location specific configuration data to initiate a warm start sequence for global positioning system
 - System must remain in a ready state by default
 - Acknowledge successful card write via display status message
 - Create identification structures which utilize encryption technologies
 - Employ anti-tamper and anti-tearing methods and technologies
 - Where applicable, utilize 3 DES data encryption technologies to protect data
 - Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's removable media)
8. **Back-office Architecture:** At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability and security.
- Utilize relational database technology
 - Employ geospatial analysis tools for data visualization
 - Enable audit ability for:
 - Data insertion
 - Data modification
 - Data deletion
 - Prevent field and row level data deletion
 - All access to data must be controlled
 - Store certification and other identification data using encrypted relational technology
 - Reside in a secure internet environment
 - Preserve base transactional data in its original state prior to processing or consolidation with other data



9. **Initial Startup Procedure For Debris Removal:** Debris missions are critical to emergency response and the Contractor should be adequately prepared to respond.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2016 forms a part of

policy No. GL 605-16-04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S COMMERCIAL PRIME ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

I. ADDITIONAL INSUREDS

Section II - WHO IS AN INSURED, 1. is amended to include as an insured any person or organization described in paragraphs A through I below, whom you are required to add as an additional insured under a written contract or agreement. The written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to "bodily injury", "property damage," or "personal injury and advertising injury".

A. BY CONTRACT

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

B. CONTROLLING INTEREST

1. Any person or organization having a greater than a 50% interest in you, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease these premises.
2. The insurance afforded to these additional insureds under Paragraph I.B.1 does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

C. CO-OWNER OR INSURED PREMISES

A Co-owner of insured premises co-owned by you and covered by this insurance but only with respect to their liability as co-owner of the premises.

D. LESSOR OF LEASED EQUIPMENT

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of such equipment leased to you by such person(s) or organization(s).
2. With respect to the insurance afforded to these additional insureds under Paragraph I.D.1, this insurance does not apply to any "occurrence" which takes place:

- a) after the equipment lease expires, or
- b) after the equipment is returned or no longer in your possession,

whichever takes place later.

E. MANAGERS OR LESSORS OF PREMISES

Managers or Lessors of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance under this paragraph does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of such Managers or Lessors.

F. MORTGAGEE, ASSIGNEE, OR RECEIVER

1. A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
2. The insurance afforded to the additional insureds under Paragraph I.F.1 does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

G. OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

- (1) Any Owner, Lessee or Contractor, but only with respect to liability arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard".

H. OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

Any Owners, Lessees, or Contractors, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

I. STATE OR POLITICAL SUBDIVISION - PERMITS

Any State or Political Subdivision, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

II. PRIMARY INSURANCE - ADDITIONAL INSURED

Where persons or organizations have been added to your policy as additional insureds to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to:

- a) the performance of your ongoing operations for the additional insureds; or
- b) "your work" performed for the additional insureds and included in the "products-completed operations hazard,"

then with respect to these additional insureds as defined above in this Section only,
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. - Other Insurance, a. - Primary Insurance, is deleted in its entirety and replaced with the following:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to (a) the performance of your ongoing operations for the additional insureds, or (b) "your work" performed for the additional insureds and included in the "products-completed operations hazard. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded is primary.

III. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

SECTION II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services, except for "bodily injury" arising out of "Incidental Medical Malpractice Injury" by any physician, dentist, nurse or other medical practitioner employed or retained by you unless such "bodily injury" is covered by another primary policy. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your "employees." Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service, which will be assignable to the same policy and policy year in which the originating act occurred.

SECTION V - DEFINITIONS - is amended to add:

"Incidental Medical Malpractice Injury" means "Bodily Injury" arising out of the rendering of or failure to render the following services:

- a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of "Incidental Medical Malpractice Injury".

IV. JOINT VENTURES / PARTNERSHIPS / LIMITED LIABILITY COMPANIES

The paragraph under **SECTION II - WHO IS AN INSURED** which states:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is hereby deleted and replaced with the following:

No person or organization, other than you, is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Coverage under this policy, however, will not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

V. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, Paragraph 1.b., is deleted in its entirety and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

VI. LIBERALIZATION CLAUSE

If we revise or replace our standard policy form to provide more coverage, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

VII. UNINTENTIONAL ERRORS AND OMISSIONS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. - Representations is amended by adding:

- d. The unintentional failure by you or any Insured to provide accurate and complete nonmaterial representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

VIII. AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

- a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense, which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee will have received such notice. To the extent possible notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

IX. AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, a. - Expected or Intended Injury, is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

X. CONTRACTUAL LIABILITY - RAILROADS

Only with respect to (i) operations performed within 50 feet of railroad property and (ii) for which a Railroad Protective Liability Policy in the name of the railroad has been provided, then

A. SECTION V - DEFINITIONS, Paragraph 9, is deleted in its entirety and replaced with the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities; and

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. - Other Insurance, b. Excess Insurance, (1) (a), is amended to include the following:

(v) That is a Railroad Protective Insurance Policy or similar coverage.

XI. COVERAGE FOR YOUR SUPERVISORY OR MANAGERIAL EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES

SECTION II - WHO IS AN INSURED, 2.a. (1), (a) and (b) are clarified to hold that:

Your supervisory or managerial "employees" are insureds for "bodily injury" to "co-employees" while in the course of their employment or performing duties related to the conduct of your business if claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability.**

XII. WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. - Transfer of Rights of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization pursuant to applicable written contract or agreement you enter into because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

XIII. AMENDMENT OF OTHER INSURANCE

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (1), is amended to include the following:

This insurance shall not be excess where (i) such other insurance is specifically purchased to apply as excess of this policy, or (ii) where you are obligated by contract to provide primary insurance to an additional insured, unless there is other additional insurance coverage available to that additional insured.

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (2), is deleted in its entirety and replaced with the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

XIV. AMENDMENT AGGREGATE LIMITS PER PROJECT

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offense under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Per Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Per Construction Project General Aggregate Limit is the most we will pay for the sum of (i) all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", (ii) all damages under COVERAGE B and (iii) all medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the Per Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Construction Project General Aggregate Limit for any other construction project covered under this policy.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offenses under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single construction project:
1. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2016 forms a part of

Policy No. CA 319-45-11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND
TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY
TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S
LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9374

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

The premium charge for the endorsement is INCLUDED

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9378 .

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2 % of the total estimated workers compensation premium for this policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9379

Issued to TETRA TECH, INC.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016

forms a part of Policy No. WC 014-62-9380

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/11/2017

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 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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Tetra Tech, Inc. 3475 E. Foothill Boulevard Pasadena, CA 91107 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: The Insurance Co of the State of PA	19429
	INSURER C: AIG Europe Limited	AA1120841
INSURER D: Lexington Insurance Company	19437	
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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL6051604	10/01/2016	10/01/2017	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> X,C,U						PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$4,000,000	
<input type="checkbox"/> OTHER:								
A	AUTOMOBILE LIABILITY			CA3194511	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/>	<input type="checkbox"/>						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		TH1600053	10/01/2016	10/01/2017	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014629374 WC014629378 WC014629379 WC014629380	10/01/2016 10/01/2016 10/01/2016 10/01/2016	10/01/2017 10/01/2017 10/01/2017 10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Professional Liability and Contractor's Pollution Liability			028182375	10/01/2015	10/01/2017	Each claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Includes Stop Gap: OH, ND, WA, WY

RE: Debris Monitoring Services, RFP No. 17-08R

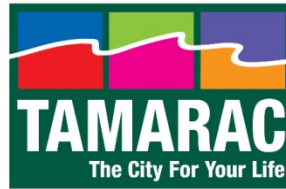
City of Tamarac, Florida is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the City of Tamarac, Florida in accordance with the policy provisions of the General Liability, Automobile Liability, and Workers' Compensation policies. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER**CANCELLATION**

City of Tamarac, Florida Attn: Purchasing Department 7525 NW 88th Avenue Tamarac, FL 33321	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

PURCHASING AND CONTRACTS DIVISION



Date: January 26, 2017

RFP NO. 17-08R

REQUEST FOR PROPOSALS RFP 17-08R

ALL QUALIFIED PROPOSERS:

Sealed Proposals, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **3:00 P.M. local time, February 23, 2017** for:

DISASTER DEBRIS MONITORING SERVICES

The City is soliciting proposals on behalf of the Public Services Department to obtain the services of a qualified firm to provide collection and debris site monitoring services in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the City's needs.

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 of this proposal document as incorporated herein in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Emergency Debris Removal and Disposal Services. The City maintains contract(s) with contractor(s) to provide that service; and reviews those services through a separate procurement process. This RFP is specifically for Emergency Debris Monitoring Services. Contractors **shall not** include proposals that include Debris Removal and Disposal Services. One or more Contractor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of Tamarac, in accordance with the requirements as stated in 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 let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

Committed to Excellence...Always.

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER

- (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.

Sealed Proposals must be received and time stamped in the Purchasing Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any Proposals received **after** 3:00 P.M. on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer. Official time will be measured by the time stamp in the Purchasing Office.

The City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City.

Proposal documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org/index.aspx?nid=317>. For inquiries, contact the Purchasing Office at (954) 597-3570.

A handwritten signature in blue ink, appearing to read 'Keith K. Glatz'.

Keith K. Glatz, CPPO
Purchasing and Contracts Manager

Publish Sun-Sentinel: January 29, 2017

REQUEST FOR PROPOSALS

RFP 17-08R

DISASTER DEBRIS MONITORING SERVICES

Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

I. INTRODUCTION

The City is soliciting proposals on behalf of the Tamarac Public Services Department to obtain the services of a qualified firm to provide paper and electronic debris monitoring services following a debris generating event such as a hurricane, storm, or other event. The contract monitors are necessary to ensure applicable federal, state, and local laws, regulations, and guidelines and debris removal contracts are met by monitoring the debris removal from public access roads, rights-of-way, City maintained canals and waterways, and City owned/maintained public property; monitoring debris management sites; and field monitors to assure debris management plan and contracts are effectively and efficiently implemented.

Contracts must meet rules for Federal grants, as provided for in Title 2, C.F.R. § 200 for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety in order to be eligible for reimbursement under the Public Assistance Program. This proposal is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200 and Appendix II as detailed in EXHIBIT C to this document and shall apply to all contracts issued pursuant to this Request for Proposal.

Prime Contractors shall be required to follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors.

Contract Term: The successful contractor shall be awarded a contract for three (3) years with the option to renew the contract for two (2) additional three (3) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of Tamarac, in accordance with the requirements as stated in 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 let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

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

II. INFORMATION

For information pertaining to this Request for Proposals (RFP), contact Keith Glatz, CPPO, Purchasing & Contracts Manager at (954) 597-3570. For questions relating to the technical specifications, please contact Troy Gies at (954) 597-3718. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

It is preferred that all questions be submitted in writing, either via fax or email. Fax questions to (954) 597-3565 or email to purchasing@tamarac.org.

III. SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued	January 29, 2017
Deadline for Written Questions	February 15, 2017
Deadline for Receipt of Proposals	February 23, 2017 by 3:00 p.m.
Evaluation of Proposals	by March 7, 2017
Presentations by Short-listed Proposers (if applicable)	March 13, 2017
Final Ranking of Firms	March 16, 2017
Anticipated Award by Commission	April 8, 2017

All dates are tentative. City reserves the right to change scheduled dates.

INSTRUCTIONS TO OFFERORS & STANDARD TERMS AND CONDITIONS

RFP 17-08R

1. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

2. DEFINED TERMS

Terms used in these Instructions to Offerors are defined as follows:

- 2.1 **"Offeror"** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.
- 2.2 **"Proposer"** – one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.
- 2.3 **"Successful Offeror"** - the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.
- 2.4 **"City"** - the City of Tamarac, a municipal corporation of the State of Florida.
- 2.5 **"Proposal Documents"** - the Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Contractor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- 2.6 **"Contract"** -- a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).

- 2.7 **“Contractor”** – 1. Contractor means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract.. 2. The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
- 2.8 **“Notice to Proceed”** – a written notice by the City notifying Contractor to commence work in response to an emergency incident. Such notice to proceed will provide an approximate date on which work is to commence.

3. **SPECIAL CONDITIONS**

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this proposal, the Special Conditions and/or the Scope of Work shall prevail.

4. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 4.1. Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Purchasing and Contracts Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.
- 4.2. The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

5. **OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS**

- 5.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.
- 5.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

6. **INTERPRETATIONS AND ADDENDA**

If the Offeror is in doubt as to the meaning of any of the Proposal Documents,

believes that the General Conditions, Special Conditions and/or Technical Specifications contain errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request to the Purchasing Office for interpretation or clarification. Such request must reference RFP name and number, and should be received by the Purchasing Office at least ten (10) calendar days prior to the Proposal opening date. Questions received less than ten (10) calendar days prior to the Proposal opening may not be answered. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum transmitted via either fax or email to all parties recorded by the Purchasing Office as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

7. COSTS AND COMPENSATION

- 7.1. Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.
- 7.2. All costs and compensation shall remain firm and fixed for acceptance for 60 calendar days after the day of the Proposal opening.
- 7.3. The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.
- 7.4. Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date except in the event where equipment is unavailable due to an emergency situation. Contractors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

8. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Offeror to submit this document may be cause for rejection of the Proposal.

9. PUBLIC ENTITY CRIMES

In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on

leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

10. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

11. PERFORMANCE BONDS AND INSURANCE

Upon award of a contract, the Successful Offeror, as required within the scope of the solicitation, may be required to submit performance bonds and/or payment bonds. Offeror shall provide certificates of insurance in the manner, form and amount(s) specified.

12. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following is a summary of documents required to be submitted for this proposal. Failure to include a technical proposal, cost proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business **should** accompany the Proposal; but **must** be provided within three (3) business days of the City's request to be considered responsive.

12.1 Technical Proposal & Work Plan

12.2 Cost Proposal (See "Proposal Form" herein)

12.3 Project schedule which includes a breakdown of estimated hours to be worked by each of your project team members

12.4 Certification Forms

12.5 Certified Resolution Form (or firm's own Corporate Resolution)

12.6 Offeror's Qualifications Statement Form & References

12.7 Contractor Drug Free Workplace Form

12.8 Non-Collusive Affidavit Form

12.9 Proof of applicable insurance.

12.10 Listing of any Sub-contractors or Subcontractors to be utilized.

12.11 The City reserves the right to request the most recently completed **audited financial statement, or other approved documentation** to verify financial viability.

13. SUBMISSION OF PROPOSALS

- 13.1 Proposals must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror should be initialed.
- 13.2 All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 13.3 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the firm in matters of this nature. The address and telephone number for any communications regarding the Proposal must be included.
- 13.4 Proposals shall contain an acknowledgment of receipt of all addenda.
- 13.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.
- 13.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 13.7 Proposals shall be submitted to the Purchasing Office on or before the time indicated in the Request for Proposals. Proposals shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope should be clearly marked on the exterior with the applicable solicitation name and number. The envelope should state the name and address of the Offeror and should include all documents as specified in the Request for Proposals. Purchasing and Contracts Division staff is not responsible for the premature opening of a Proposal that is not properly addressed and identified.
- 13.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).
- 13.9 All Proposals received from Offerors in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
- 13.10 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

14. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 14.1 Proposals may be modified or withdrawn by a duly executed document

signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing Office at any time **prior** to the deadline for submitting Proposals. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. No Proposal may be withdrawn or modified after the date of proposal opening has passed.

- 14.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

15. REJECTION OF PROPOSALS

- 15.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 15.2 City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest of to make an award to that Offeror, whether because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

16. QUALIFICATIONS OF PROPOSERS

- 16.1 Each Offeror shall complete the Offeror's Qualifications Statement and submit the form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.
- 16.2 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.
- 16.3 No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed

irresponsible for unreliable by City. City will be the sole judge of said determination.

- 16.4 City reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.
- 16.5 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

17. **INSURANCE**

- 17.1 Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Offeror, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- 17.2 Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement. Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.
- 17.3 Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any Sub-Offeror to obtain or maintain such insurance.
- 17.4 The following are required types and minimum limits of insurance coverage, which the Offeror agrees to maintain during the term of this contract:

Line of Business/ Coverage	Occurrence	Aggregate
Commercial General Liability	\$1,000,000	\$1,000,000

Including:

Premises/Operations

Contractual Liability

Personal Injury

Explosion, Collapse, Underground Hazard

Products/Completed Operations

Broad Form Property Damage

Cross Liability and Severability of Interest Clause

Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation & Employer's Liability		Statutory

- 17.5 The City reserves the right to require higher limits depending upon the scope of work under this Agreement.
- 17.6 Neither Offeror nor any Sub-Offeror shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Offeror will ensure that all Sub-Offerors will comply with the above guidelines and will maintain the necessary coverage's throughout the term of this Agreement.
- 17.7 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.
- 17.8 The Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Offeror's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.
- 17.9 The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a bond to cover the full amount of the deductible or self-insured retention.
- 17.10 **The Offeror must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable only for Professional Liability.**
- 17.11 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

18. INDEMNIFICATION

- 18.1 **GENERAL INDEMNIFICATION:** Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-

contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor.

- 18.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 18.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 18.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.
- 18.5 The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

19. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to

perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. DELIVERIES

Any item requiring delivery by the Offeror or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

21. WARRANTIES

21.1 Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.

21.2 Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

21.3 Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

21.4 All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

22. COPYRIGHTS OR PATENT RIGHTS

The Offeror warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

23. SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

24. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or

replaced at the entire expense of the successful contractor.

25. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

26. TAXES

Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

27. PERMITS, FEES AND NOTICES

Successful Offeror shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

28. PERFORMANCE

Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

29. TERMINATION FOR CAUSE AND DEFAULT

29.1 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

29.2 Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the RFP shall be just cause for the cancellation of the RFP award. The City may, by written notice to the Offeror, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

30. TERMINATION FOR CONVENIENCE OF CITY

Upon seven (7) calendar days written notice to Successful Offeror, City may without cause and without prejudice to any other right or remedy, terminate the agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the agreement is terminated for the convenience of City, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of City under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror 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 portion of the Contract, shall refrain from placing further orders and/or contracting with subcontractors, and shall complete any continued portions of the work.

31. FUNDING OUT

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

32. AUDIT RIGHTS

City reserves the right to audit the records of Successful Offeror, relating to this contract, at any time during the term of the Contract, and for a period of three (3) years after completion of contract. If required by City, Successful Offeror shall agree to submit to an audit by an independent Certified Public Accountant selected by City. Successful Offeror shall allow City to examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the Contract.

33. ASSIGNMENT

- 33.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval.
- 33.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Offeror shall thereupon cease and terminate.

34. EMPLOYEES

Employees of the successful Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the

Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

35. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

36. GOVERNING LAW:

The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.

37. STANDARD AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Sample Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Sample Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Sample Agreement document at the time of bid submission.

38. OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

39. UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.

40. INFORMATION REQUESTS AFTER DUE DATE

Following a recommendation for award, Proposers may download the evaluation results directly via the Internet at <http://www.tamarac.org/index.aspx?nid=317>.

Pursuant to Florida Statute Chapter 119, Section 071 (1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §[119.071](#)(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

41. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be

provided with a minimum 30-day notice prior to any such reduction in budget.

42. CONTINGENT FEES PROHIBITED

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

43. PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City. Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (Reference: Tamarac Procurement Code Section 6-156.)

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STATEMENT OF WORK

A. SCOPE OF PROPOSAL

This statement of work describes and defines the services which are required for the execution of paper and electronic debris removal monitoring for the City of Tamarac, Florida, hereafter referred to as the City. The Contractor shall provide all services described herein. Activities shall include, but are not limited to monitoring the following: field operations regarding all storm generated debris; debris pickup; debris hauling; debris staging and reduction; temporary debris storage site management; debris management; and final disposal of debris to an approved facility. Roads and other City facilities will be identified by the City and direction will be given to the Contractor for clearing these roads and facilities and act in accordance with the City Debris Management Plan. The City reserves the right to add or remove road segments at the direction of the City Debris Manager. While this contract scope provide for debris removal work off the state road system, no work on or off the State Road System is guaranteed. The City, at its sole discretion, may elect to perform work with in-house forces or other contract forces, or may cancel this contract at any time if in the best interest of the City.

The Contractor shall have experience in the Federal Emergency Management Public Assistance Program (FEMA-PA) and the Federal Highway Administration Emergency Relief Program (FHWA-ER), and other applicable federal, state, and/or local programs to assist the City and its Emergency Response and Recovery efforts. Proper documentation by the Contractor as required by FEMA, FHWA, and all other applicable federal, state, and local agencies is required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency.

Also the Contractor will provide a range of related services including damage assessment, training, emergency planning and other services as needed and ordered by the City. Other services may include facilitating communication with FEMA, FHWA, NRCS, the State of Florida, and other Federal, State, County, and Local Agencies, and coordination with state insurance representatives.

The Contractor will be responsible for tracking all the contract costs and adhering to the not to exceed limit as defined. Proper notification must be given to the City as costs approach this limit.

The work will begin upon authorization by the City. No guarantee on minimum or maximum amount per items bid is made under this Contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities or fuel costs.

B. DEFINITIONS AND ACRONYMS

These acronyms shall be used hereafter throughout this solicitation:

FEMA Federal Emergency Management Agency

FHWA Federal Highway Administration
FDOT Florida Department of Transportation
FDEP Florida Department of Environmental Protection
FDH Florida Department of Health
NRCS Natural Resources Conservation Services
SFWMD South Florida Water Management District

City: The City of Tamarac

City Debris Manager: A City staff member who functions as the City point of contact and is responsible for providing overall supervision of debris clearance, removal, and disposal operations.

Consultant: The Consultant is a person or entity which included employees, partners, principals, agents, and assignees who are party to the agreement for the purpose of providing services, and will be referred to as a **Contractor** for purposes of this proposal.

Contract -- a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).

Contractor – 1. Contractor means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract.. 2. The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

Data Manager: Manager of data collected from monitoring operations and employed by the Contractor.

Debris: Debris is scattered items and materials broken, destroyed, or displaced which is generated by an event and is located within a designated area.

Debris Collection Monitor: Employee of the Contractor who observes the Debris Removal Contractor removing debris from assigned areas.

Debris Management Plan: The plan establishes policies, procedures, and guidelines for recovery from debris generating disaster events.

Debris Removal Contractor: A person or entity, including employees, partners, principals, agents, and assignees that are under contract with the City to remove storm deposited debris according to federal and state guidelines.

Disposal Site Monitor: A Disposal Site Monitor is the designated Contractor's employee(s) assigned to the debris disposal site to manage disposal operations and monitor debris removal contractor's performance. The duties include, but are not limited, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.

Emergency Operations Center (EOC): An emergency operations center or EOC, is a central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation.

Exit Site Monitor: Employees of the Contractor who observe outbound trucks at Debris Management Site.

Federal Emergency Management Agency (FEMA): FEMA is a funding source to the City for activities during an event declared a disaster by the President of the United States. FEMA eligible debris removal is second and subsequent passes on **FHWA** eligible roads and other roadways not on the federal aid system.

Federal Highway Administration (FHWA): FHWA, through the Emergency Relief program is a federal funding source for work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as “on-system” roadways that are eligible for Emergency Relief funding.

Field Operations Manager: Employee of the Contractor who oversees Debris Removal Contractor(s) and general field operations including monitors and data managers.

Hand Held Units (HHU): Hand Held Units are devices used to write data to, and read data from, removable storage media. The HHU are used in electronic debris monitoring.

Notice to Proceed: This is a written notice issued to the Contractor by the City fixing the date on which operations outlined will commence.

Project Manager: The Project Manager is a Contractor who functions as the point of contact for the City responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

System: The word “System” is used in reference to the electronic portion of electronic debris monitoring.

System Database: A system database is a compilation of all information gathered or reconciled and meets requirements set forth by this Scope of Services.

Temporary Debris Management 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. May also be referred to a Debris Management Site (DMS) or Temporary Debris Staging and Reduction Site (TDSR).

Ticket Manager: Contractor responsible for overseeing the electronic ticket processing.

C. DEBRIS MONITORING SERVICES

C.1. Disaster Response Administration and Documentation

Upon award of this RFP and execution of the subsequent Contract, the Contractor shall identify a **Project Manager** who shall be responsible for the overall coordination and communication with the City.

Prior to activation of the Contract, the Contractor shall identify an **Operations Manager**. The Operations Manager shall be located on-site at all times the contract is operational.

The Project manager and at his/her discretion other key personnel shall report to the Public Works EOC at a minimum of twenty-four (24) hours prior to a hurricane event. For other natural or manmade disasters the Contractor shall report within six (6) hours after notification.

The Project Manager and Operations Manager shall be responsible for the overall monitoring of debris contractors and the management of the Contractor's monitoring team. Examples of project management/process oversight tasks include, but are not limited to:

- a. Ensuring a sufficient number of trained debris monitors are available to monitor "first push" (cut & toss) operations.
- b. Ensuring a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities.
- c. Providing tower / disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
- d. Providing tower / disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
- e. Providing data entry and document processing personnel, if applicable.
- f. Conducting safety meetings with field staff, as necessary.
- g. Responding to and documenting issues regarding complaints, damages, accidents or incidents involving the Consultant or Contractor personnel and ensure that they are full documented and reported.
- h. Coordinating daily briefings, work progress, staff, and other key items with the City.
- i. Scheduling, dispatching, and logistical operations of all team members.
- j. Hiring, training, deploying, and supervising inspectors.
- k. Scheduling work for all team members and contractors on a daily basis.
- l. Determining vehicle monitoring assignments and providing the necessary vehicle decals for debris collection vehicles for identification and tracking.

Decals should be large enough to accommodate a minimum of 4" high letters and placed in a visible location for tower monitoring.

- m. Tracking and coordinating with City personnel to respond to problems in the field, citizens' complaints, and to include commercial and residential property damage claims as a result of debris removal.
- n. Record the streets and locations where debris was collected. Maps are to be posted daily in a central location specified by the City; and be updated by 10:00 a.m. of each business day of the progress from the previous day(s) work.
- o. Conduct all safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed by all work crews, vehicles, and locations.
- p. Monitoring removal contractors' progress and making / implementing recommendations to improve efficiency and speed up removal work.
- q. Assisting the City with responding to public concerns and comments
- r. Ensuring compliance with contracts by all subcontractors
- s. Scheduling and running periodic meetings with field staff and contractors.
- t. Ensuring the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
- u. Review and reconcile debris removal contractor invoices submitted to the City.
- v. Preparation of interim operations and status reports, and final report, as directed by the City

C.2. Personnel and Qualification:

A project Management Team may consist of the following members, which will be activated and utilized at the discretion of the City:

- a. Project Manager
- b. Operations Manager
- c. Monitors (Debris Collection, DMS, Exit Site Monitors, or Tower Monitors)
- d. Data Manager
- e. FEMA Coordinator
- f. Scheduler / Expeditors
- g. GIS Analyst
- h. Field Supervisors
- i. Environmental Specialist
- j. Project Inspectors (Citizen Site Monitors)

- k. Project Inspectors (Load Ticket Data Entry Clerks / QA / QC)
- l. Billing and Invoice Analysts
- m. Administrative Assistants
- n. Field Coordinators (Crew Monitors)

The Contractor may use other required positions as necessary with the written approval of the City's Project Manager. All Such positions and applicable hourly rates shall be listed in the cost proposal form.

The hourly rates for all positions must include all travel related expenses. The City of Tamarac 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.

C.3. Qualifications of Key Positions

- a. **Project Manager:** A project Manager must have a minimum of five years of experience in disaster debris management. The Project Manager must also be a permanent staff employee of the Contractor.
- b. **Operations Manager:** An Operations Manager must have a minimum of two years of experience in disaster debris management. May also be referred to a "Field Operations Manager".
- c. **Monitors:** Monitors must have a High School Diploma or GED, be adequately trained on Debris Operations.
- d. **Data Manager:** A Data Manager must have two years of experience working with a relational database management system. The Data Manager will work under the supervision of the Project Manager.

DEBRIS MONITORING SERVICES TO BE PROVIDED

D. Collection Monitoring

The City of Tamarac is divided into eleven (11) zones, see Attachment A attached hereto. In response to a debris-generating event, the City shall activate those zones affected by the event and requiring debris collection and removal.

The awarded contractor shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.

In order to obtain FEMA or FHWA reimbursement all loads must be monitored in the field by collection monitors. The Contractor shall establish an accurate and complete ticket process and provide collection monitors and staff to record documentation required by FEMA, FHWA, and all other applicable federal, state, and local agencies. The Contractor shall train collection monitors to assure proper documentation protocol requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies are instituted and followed.

Contractor shall provide a **Field Quality Control Team** consisting of one (1) monitor per recovery crew and at least one (1) field supervisor for every seven (7) monitors unless otherwise approved by the City. Should the Contractor wish to utilize less than the specified field staffing, a detailed plan should be submitted to the City for review. This plan should outline areas for such a reduction of staff as well as a description of how recovery crews shall be monitored to meet regulatory guidelines and provide adequate fraud protection for the City. Upon submission of this plan, the City will review the plan with FEMA or FHWA and provide an approval or denial of this request. This team will monitor the recovery contracts for contract compliance, efficiency, and regulatory compliance. The team shall provide daily feedback to the City through their management team. All Field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices, GPS units with an accuracy of three (3) meters, and other equipment as deemed necessary and/or appropriate.

Examples of collection monitoring tasks include, but are not limited to:

- a. Verification that all debris picked up is a direct result of the disaster.
- b. Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the City.
- c. Verification that the contractor is working in their assigned contract areas.
- d. Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment.
- e. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- f. Ensuring compliance with contracts by all subcontractors.
- g. Maintain all photo documentation of debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field. The team shall photograph every stump and leaner as well as a random sample of hanger removal.
- h. Document and report to the City damages which occur on public or private property as a result of debris removal operations.
- i. Ensure that contractor is working in compliance with all federal, state, local safety regulations appropriate for the task being performed.

E. Load Ticket Process Development

The Contractor shall establish a load ticket process and forms to be provided to collection monitor staff for recording of data in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. Load tickets should consist of multiple copied pages. The Contractor shall retain original completed tickets on behalf of the City. Additionally, the Contractor,

vehicle driver, subcontractor, and the contractor shall also receive copies of the completed load tickets. Original tickets retained by the Contractor on behalf of the City shall be turned over to the City upon completion of the project.

Load tickets shall include the following minimum information:

- Date
- Time
- Designation of “Push”, first pass, second pass, and subsequent passes
- Complete Street Address of closest property
- Nearest Cross Streets
- Type of Debris
- Vehicle Number
- Vehicle Capacity
- Percent of Volume Full
- Driver Name (printed) and signature
- Filed Monitor name (printed) and signature
- Name of Subcontractor
- Tower monitor name (printed) and signature

F. Debris Site Monitoring

All debris collected and disposed of must be monitored and documented by the debris site monitors

The Contractor shall provide a **Debris Site Quality control team** consisting, at a minimum, of two (2) monitors per debris site. In addition to the monitors, the Contractor shall provide spotters and other staff sufficient to monitor the debris removal contractors for contract compliance, efficiency and regulatory compliance.

These staff members, in conjunction with project management team, shall coordinate logistics of the debris management site(s) to ensure efficient traffic flow and proper handling of load tickets that record data in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies (such as vehicle fullness, type of waste, etc.) The Contractor shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure sideboards and have tailgate. No vehicles will be allowed to enter the debris management site without a tailgate. Debris management site monitors shall also provide verification that all debris reduction sites have access control and security.

Examples of debris management monitoring tasks include, but are not limited to:

- a. Monitoring type of waste prior to entering debris management site;
- b. Disposal Site / Tower Monitors shall estimate the volume of loads on percentage basis of debris collection vehicles;
- c. Ensuring safety and security of debris management site;

- d. Document and report activities to the City which may require remediation, such as fuel spills, hazardous materials, and other similar environmental concerns;
- e. Document and report to the City any violations of the Department of Environmental Protection's (DEP) debris site conditions.
- f. If DEP debris site conditions are violated, the Contractor shall oversee tasks sufficiently to satisfy the remediation performed by the Debris Removal Contractor.
- g. Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets and other logs and reports, as required.
- h. Certifying the completeness of all load tickets that enter into a disposal site;
- i. Exit Site Monitors shall ensure all outbound trucks and trailers are fully discharged of load prior to exit of the DMS.

G. Vehicle Certification

All debris hauling vehicles shall be certified prior to debris removal. The Contractor shall complete a certification on each vehicle. This certification process includes developing certification forms and documents to accurately measure and record the cubic volume to the nearest cubic yard of each vehicle. These forms shall at a minimum include the following:

- Length
- Width
- Depth
- Gross Volume in cubic yards
- Reduction areas such as wheel wells to reduce volume areas in cubic yards
- Net volume in cubic yards
- Tag number of the vehicle
- Company vehicle number
- Driver of the vehicle name (printed) and signature
- Monitor name (printed) and signature
- Date

In addition to certifying the vehicle with forms, photographs shall be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications including photographs shall be retained by the Contractor on behalf of the City. Original certifications retained by the Contractor on behalf of the City shall be turned over to the City upon completion of the project. Additional copies shall be provided to the debris removal contractor, the vehicle driver, and the Contractor. Once these vehicles are certified, all volumes shall be verified by the Contractor within one (1) business day of the physical certification. Subsequent random verifications shall be performed once every two weeks on all vehicles, by the Contractor.

H. Load Ticket / Vehicle Certification Completeness

Monitors will ensure that accurate, legible, and complete documentation is provided through truck certifications. When a monitor signs a vehicle certification or load ticket, he or she is certifying that ALL information on the document is completed and the volumes/measurements are correct. The monitors should not sign or accept any partially completed information. Only complete tickets will be paid by the City. Additionally, debris site monitors shall, at a minimum of daily, calibrate his or her debris removal vehicle load determinations with the tower monitors. Disposal site monitors are expected to provide volume determination consistent with FEMA, FHWA, and all other applicable federal, state, and local agencies.

I. Additional Monitoring Duties and Responsibilities

The responsibilities of the Project Management Team include:

- a. Obtaining and become familiar with all debris removal contracts for which they are providing monitoring services.
- b. Documenting daily and weekly debris removal work, ensuring that proper records are maintained for trip tickets and recovery costs.
- c. Inspecting means and methods to measure and record work and recommending changes that may be needed.
- d. Stopping work in progress that is not being performed or documented in the appropriate manner.
- e. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- f. Checking work in progress to make sure that the proper work authorizations, permits, and other prerequisites have been received.
- g. Reporting on any improvements in work assignments and/or efficiency / productivity that may be appropriate.
- h. Maintaining digital photo documentation of debris removal work on a weekly basis.
- i. Aerial photography on a bi-weekly basis
- j. Reporting damage within 24 hours of knowledge of occurrence.
- k. The Contractor and/or subcontractors shall perform work in accordance with all applicable federal, state, and local laws and regulations.

J. Operational Reports and Record Documentation

The Contractor will prepare and submit operational reports throughout the duration of the debris removal operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:00 a.m. to a distribution list established by the City Project Manager. Each daily report submitted will contain the following minimum information:

- a. Contractor Name
- b. Contract Number
- c. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled. This reporting is due no later than 10:00 a.m. the following business day or as requested by the City.
- d. GIS mapping data updates and digitized reports
- e. All GIS layers required will be provided to the Contractor by City of Tamarac Public Works Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS Data must be in an ESRI format 8.3 or higher version.
- f. Data exports should be at least monthly and utilize Excel or other format acceptable to City.
- g. Scanned documents should be at a minimum 300 dpi and in jpg, tiff, or PDF file format.

The Contractor will review and validate debris removal contractor(s) invoices prior to submission to the City for processing.

K. Database Reporting

The Contractor shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing disposal data into required formats; which must be in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.

A single Microsoft Access database (or other format as approved by the City) shall be created by the contractor. This database shall include all information on debris removal including, but not limited to: load ticket information, vehicle certification information, stump removal information, hanger removal data, and leaner removal information, and determination of pass status (i.e. push, first pass, second pass, and subsequent passes.) This data shall record all information to a City facility and/or street address within the City. Any electronic reporting from this database must be provided in either Adobe or Microsoft Excel. The database created by the contractor shall be given to the City at the conclusion of the event.

L. Electronic Monitoring

The Contractor MAY exercise the option to utilize electronic debris monitoring. If chosen, the contractor must comply with the requirements included in "Attachment B"; in addition to all other requirements contained within this document.

M. Payment Monitoring

- a. The contractor shall review and validate debris removal contractor(s) invoices prior to submission to the City for processing and separating in

compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies

- b. All invoices from the debris removal contractor(s) shall be directed to the monitoring contractor. Within seven (7) calendars of receipt, the invoices shall be reviewed by the monitoring contractor to be accepted or rejected. The contractor shall issue in writing to the City and the debris contractor, the acceptance or rejection of invoices. If the invoice is rejected, the letter shall state a detailed reason for the rejection. Only 100 percent accurate and completed invoices will be forwarded to the City for payment.
- c. As directed by the City, the contractor shall provide staff members to assist with public telephone inquiries and complaints. The staff members shall log all customer calls and maintain a status log toward the resolution of each call. This public information team shall log all damage complaints concerning the debris removal contractor(s) separately. These damage complaints shall be forwarded to project management team to be resolved with the contractor. A weekly log of such complaints and their resolution shall be provided to the City.

N. Daily Damage Reports

The Contractor will prepare and submit damage reports throughout the duration of the debris removal operations. Any private or public property damaged through the course of debris removal operations must be reported by the Contractor within 24 hours of knowledge of occurrence. Each daily report submitted will contain the following minimum information:

- a. Location and description of damaged property
- b. Date and Time damage occurred / detected
- c. Description of damage

O. Public Information Assistance

- a. The contractor shall provide regular status updates to the City for public information use.
- b. As directed by the City, the contractor shall provide staff members to assist with public telephone inquiries and complaints. The staff members shall log all customer calls and maintain a status log toward the resolution of each call. This public information team shall log all damage complaints concerning the debris removal contractor(s) separately. These damage complaints shall be forwarded to project management team to be resolved with the contractor. A weekly log of such complaints and their resolution shall be provided to the City.

P. Technical Expertise and Guidance – As directed by the City, the Contractor shall provide:

- a. A comprehensive emergency management plan to include plan development; plan review, and plan revisions.
- b. Oversight of the City's independent debris removal contractor(s) and

related operations including, but not limited to, tree trimming, stump removal, and removal, reduction, and hauling of construction and demolition debris (C&D) and vegetative debris.

- c. Coordination of the certification process for all contractor equipment used in debris removal operations, identification and location of tree stumps and damaged trees, and set-up and control of temporary debris management sites and other debris staging sites, if established.
- d. Coordination of communication with appropriate Federal, State, and Local Agencies.
- e. If needed and as directed, assist City staff with federal, state and county regulatory and/or permitting requirements required for the debris removal and/or disaster recovery efforts.
- f. Implementation of a recordkeeping and monitoring system compliant with rules, regulations, and requirements of FEMA, FHWA, NRCS, and all other applicable public agencies associated with debris removal and recovery efforts.
- g. Preparation of operational reports to advise of the progress of citywide debris removal efforts.
- h. Preparation of daily damage reports to advise of damage to private and public property as a result of debris removal efforts.
- i. Assist with the preparation of all reports, documents, and records as may be needed to be filed with the appropriate Federal, State, or County agency.
- j. As may be needed, assist City staff with seeking and obtaining applicable reimbursement from state and federal agencies for costs incurred in the debris removal and disaster recovery efforts.
- k. If needed and as directed, prepare preliminary Damage assessments or follow-up assessments.
- l. If needed and as directed, Damage assessment to include plan development, procedure development, staff training, and staff augmentation
- m. If needed and as directed, Damage assessment of facilities.
- n. If needed and as directed, consult with City staff or independently prepare a debris removal / disaster recovery plan and develop an appropriate training program for City staff.
- o. If needed and as directed, consult with City staff or independently prepare a comprehensive mitigation program to include development of a mitigation plan, staff training, cost-benefit analysis, project management, environmental review, and staff augmentation.
- p. Aerial photographs per the City's Public Works Department specifications will be flown monthly (of the debris sites or other areas as designated or

requested by the City).

- q. Technical support and assistance in developing public information.

Q. Other Services – As directed by the City, the Contractor may provide the following:

- a. Training and Assistance – Sessions for all key City personnel and assistance in all disaster debris removal and disaster recovery planning efforts as requested.
- b. Preliminary Damage Assessment – Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impacts of the disaster.
- c. Debris Planning Efforts – Assist in all disaster recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- d. Digitization of all source documentation (such as load tickets). Consult with City staff on computer applications, such as GIS mapping of the progress of debris removal and disaster recovery efforts.

R. Final Report

A final report will be prepared by the Contractor and will be submitted to a distribution list as established by the City's Project manager within thirty (30) days of completion of removal and recovery efforts. Removal and recovery operations include closure of sites, remediation of sites, and the conclusion of all related activities. At a minimum, the following information will be included in this report:

- a. The locations of temporary debris sites used, remediation and site closure activities, including any environmental reports or authorizations generated.
- b. The locations of final disposal sites and permits, recycling facilities and salvage facilities used during the operations.
- c. Preparation of a final debris removal and disaster recovery report to the City discussing, in part, the response requirements and results.
- d. Recommendations for future disaster response strategies.
- e. If needed and as directed propose a mitigation plan, including applicable risk assessments and accompanying training program, to reduce the City's expense to potential future damage from natural disasters.
- f. Copies of manifests, certificates, and related documents.
- g. Log books and all other data taken during the implementation of the disaster response plan.

S. Meetings and Communications

Open timely communication and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, the Contractor will meet with City representatives as directed by and coordinated with the City. Contractor will attend a pre-proposal conference for the debris removal contractors, if so directed by the City, and will convene and attend regular progress and coordination meetings, as appropriate. The Contractor must provide minutes of all meetings. Minutes shall be provided within three (3) business days after the meeting occurs.

T. Review, Permits, and Certificates

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Contractor will work closely with the City and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Contractor will identify the requirements and demonstrate compliance, even though permits are not required.

The Contractor shall assist the City with any permit applications and coordination with environmental agencies; shall monitor debris removal contractor(s) to ensure compliance with any permit requirements; and, shall assist the City with any pre or post sampling of soil or groundwater, as necessary.

Some of the permits that we anticipate being required for this type of work include, but may not be limited to, the following:

- a. Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits
- b. Clean Air Act (Emissions) Permits – fugitive emissions (dust) control permit

U. Assessment of Debris Accumulation in Drainage Canals

The Contractor will assist the City in assessing and documenting the debris accumulation and damage in the City of Tamarac drainage canals and provide the City with a GIS map depicting canals requiring focused maintenance, with GIS files and maps.

V. Event Closure

The Contractor will assist the City in preparing final reports necessary for reimbursement by FEMA, FHWA, NRCS and any other applicable agency for disaster recovery efforts by City staff and requests for payment by the disaster debris removal contractors.

W. Compliance

The Contractor shall provide professional oversight to ensure compliance with FDEP regulations, FDOT, FHWA, SFWMD, NRCS, FDH, and FEMA reporting requirements, and any other Federal, State, or Local regulation(s). The

contractor shall stay current with FEMA, FDOT, FDEP, SFWMD, NRCS, FDH, and FHWA policies and procedures and notify the City immediately as changes occur.

Contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

The contractor shall ensure specific compliance when required by regulation or statute with all Federal or State regulatory requirements specifically including, but not limited to, the Buy America Act, the National Environmental Act (NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), America with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23, USC 114 regarding prohibited use of convict labor, and all applicable regulation regarding prohibition of use of contractors which have been suspended or disbarred.

Selected contractor shall check work in process to make sure the proper work authorizations, permits and other prerequisites have been received.

X. Meetings with City Personnel

City personnel will conduct a kick-off meeting, with the contractor when the contract is awarded.

The Contractor shall meet with City representatives and the debris removal contractor(s) daily during a disaster. During periods without a disaster, the contractor shall meet with the City at least once per year at no cost to the City. This meeting shall occur prior to the hurricane season.

Reporting to City – The Contractor shall contact the City representative at a minimum, 24 hours prior to a hurricane or immediately upon the occurrence of a major disaster in which there is no advance notification/warning. The contractor shall report to the designated City project manager within 8 hours of being given Notice to Proceed.

Y. PERFORMANCE SCHEDULE

Contractor will provide continuous services, per the hourly rates proposed on Form A-1 herein, and for the period specified in the notice to proceed.

Contractor will mobilize a staff of sufficient size to adequately monitor debris operations. During this period, the Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion.

Z. RECORDS/AUDITS

1. The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically the Contractor shall:

- a) Upon completion of the project, the Contractor must retain and maintain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein. In the event litigation ensues, then Contractor shall retain all records hereunder for a period of seven (7) years after conclusion of the litigation, including any and all appeals. Upon completion of this retention period, contractor shall, at no cost to the City, transfer 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 City upon completion of the retention period, 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 retention period, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City. This requirement applies to the prime contractor and all sub-contractor's project records. However, it is the responsibility of the prime contractor to provide all of the records, both for the prime contractor and sub-contractor's records.
- b) Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- c) 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 contract if the contractor does not transfer the records to the City.
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

AA. PUBLIC RECORDS CUSTODIAN

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 CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

BB. FHWA-ER PROGRAM and 2 CFR PART 200 CONTRACT REQUIREMENTS

1. The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor regarding the following:
 - a) FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
 - b) Buy America Requirements
 - c) 49 CFR Part 26, Disadvantage Business Enterprise Program
 - d) American with Disabilities Act of 1990 (ADA)
 - e) Convict Labor Prohibition
 - f) All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
 - 1) Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.
 - 2) All disaster invoices shall include the location where delivered or where used, if appropriate.
2. All contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
 - a) Time cards.
 - b) Daily work reports for every employee, by each separate FEMA category of work
 - c) Daily equipment use, by each separate FEMA category of work.

- d) List of all supplies and materials used, by each separate FEMA category of work.
- e) Includes both prime and sub-contractors
- 3. All work must be properly grouped according to FEMA damage categories as specified in the contract.
- 4. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

CC. TIME AND MATERIAL CONTRACTS IF REQUIRED

As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

- 1. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.
- 2. All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.
- 3. All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm.
- 4. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

DD. CHANGE ORDERS

- 1. The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- 2. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for

completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.

3. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
4. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
5. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.
6. If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
7. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
8. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.
9. Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.
10. The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:
 - a) By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
 - b) When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or

subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

EE. FINAL PROJECT CLOSE OUT

Upon final inspection of the project by the City, the Contractor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

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PROPOSAL SELECTION

The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents.

Price shall not be the sole determining factor for selection, as indicated in the following section:

EVALUATION OF PROPOSALS

A. EVALUATION METHOD AND CRITERIA

A Selection/Negotiation Committee has been appointed by the City Manager and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Evaluation and Selection Committee.

After presentations, (if applicable), firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of Tamarac.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the City arising from such negotiations.

The City's evaluation criteria may include, but shall not be limited to, the following:

1. **Compliance with Request for Proposals [Mandatory]**. This refers to the adherence to all conditions and requirements of the Request for Proposals.
2. **Quality of Response**
 - i. Clearly demonstrated understanding of the work to be performed.
 - ii. Provide insight to the needs of project through submitted proposal.
 - iii. Completeness and reasonableness of the offeror's plan/proposal for accomplishing the tasks.
 - iv. Provide creative alternatives that meet the intent and scope of the work in this solicitation.

3. Experience and Knowledge of Reimbursement Programs, Procedures, and Guidelines

- i. Knowledge and experience with programs, procedures, and reimbursement guidelines of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
- ii. Knowledge and experience in providing documentation necessary to facilitate maximum reimbursement in a timely manner.
- iii. Experience of key consulting team members in working with Federal and State agencies.

4. Ability of the Firm to Provide Complete Monitoring Services

- i. Relevant experience and past performance in Disaster Debris Monitoring Services with a minimum of seven (7) years of experience in regards to the attached scope of work, service area, and amount of debris collected.
- ii. Number of similar projects.
- iii. Background in handling similar sized projects.
- iv. Degree of experience in complete monitoring and other services as required by the RFP.
- v. Experience of key consulting team members in area identified under experience of firm.
- vi. Education, professional licenses, relevant experience.
- vii. If applicable, demonstrate experience and expertise of subcontractors and special contractors to be utilized.

5. Ability to Respond in Timely Manner with Adequate Resources

- i. Demonstrate plan and approach to respond at maximum capacity following a notice to proceed, please provide an estimated timeline for response and mobilization.
- ii. Demonstrate adequate resources to support this and all current commitments; including, but not limited to, labor force, vehicles, cell phones, computers, cameras, safety equipment, supplies, etc. necessary to perform work pursuant to this RFP.

6. Cost (Price) This refers to the proposed contract fee and reimbursement expense budget. (Please note that price is only one factor for consideration of award).

- i. Evaluated and ranked per Purchasing procedures
- ii. The offeror shall propose a not-to-exceed amount for complete

execution of this project as detailed in the Specifications or Statement of Work herein.

- iii. If proposing costs which may include alternate programs or services not covered in the base bid pricing, the offeror, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

7. Performance on Similar Recent Contracts

- i. Provide contracts on all recent (five years) contracts for work similar in scope and size.
- ii. Proof of satisfactory or better performance on contracts of similar scope and size.

B. ACCEPTABILITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- 1. Acceptable;
- 2. Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
- 3. Unacceptable.

C. AWARD OF AGREEMENT

Award shall be made by the City to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth herein below. The City of Tamarac reserves the right to accept the Proposal as a whole, or for any component thereof if it appears to be in the best interest of the City.

D. WEIGHTED CRITERIA

Points will be assigned to each proposal based on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
1. Compliance with Request for Proposal (Mandatory)	N/A
2. Quality of Response	10 points
3. Experience and Knowledge of Reimbursement Programs, Procedures, and Guidelines	20 points
4. Ability of the Firm to Provide Complete Monitoring Services	20 points
5. Ability to Respond in timely manner with Adequate Resources	20 points
6. Cost (Price)	10 points
7. Performance on similar recent contracts	20 points

These weighted criteria are provided to assist Proposers in the allocation of their time and efforts during the proposal preparation process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations.

Once the Proposals are evaluated, a “short-list” may be selected to make presentations to the Evaluation and Selection Committee, prior to a recommendation for award.

E. DISCUSSIONS & PRESENTATIONS

The short-listed Proposers may be requested to make presentations to the Committee. The City may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon the City’s request.

All Proposers are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the City.

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process.

F. RIGHT TO REJECT PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions, unauthorized alterations, or irregularities of any kind.

City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

PROPOSAL COPIES

Return One (1) Original and Five (5) copies in an envelope along with an electronic copy of your proposal either on CD or a USB thumb drive marked with your firm's name, and "RFP 17-08R, Disaster Debris Monitoring Services to the City of Tamarac, Purchasing & Contracts Division, 7525 NW 88th Avenue, Tamarac, Florida 33321, attention: Keith K. Glatz, CPPO, FCPM, Purchasing & Contracts Manager. Any addenda become part of this Request of Proposal and the resulting agreement. The Proposal Form included herein should be signed by an authorized company representative, dated and returned with the Proposal.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications that are issued in writing from the Purchasing & Contracts Division may be considered as a duly authorized expression. Also, only communications from Proposers that are signed in and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

Separate Sealed Envelope: The Cost/Price proposal should be submitted in a separate, sealed envelope along with the Technical Proposal. Failure to include a complete Technical and Cost/Price Proposal may result in disqualification of the Proposal.

CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

PROPOSAL FORM**RFP 17-08R****DISASTER DEBRIS MONITORING SERVICES**

The hourly rates shall include all costs, all applicable overhead and profit (excluding lodging, meals, and transportation).

Key Positions – Provide resumes for the Project Manager and Operations Manager. Provide job descriptions for other key positions listed.

POSITIONS	HOURLY RATES	EST. HOURS*	TOTAL
Field Supervisor	\$ _____	210	\$ _____
Debris Site / Tower Monitors	\$ _____	1,740	\$ _____
Field Coordinators (Crew Monitors)	\$ _____	7,830	\$ _____
Project Manager	\$ _____	80	\$ _____
Operations Manager	\$ _____	100	\$ _____
FEMA Coordinator	\$ _____	20	\$ _____
Scheduler / Expeditors	\$ _____	100	\$ _____
GIS Analyst	\$ _____	20	\$ _____
Environmental Specialist	\$ _____	30	\$ _____
Project Inspector (Citizen Site Monitors)	\$ _____	3,920	\$ _____
Load Ticket Data Entry Clerks (QA / QC)	\$ _____	2,180	\$ _____
Billing / Invoice Analysts	\$ _____	60	\$ _____
Administrative Assistants	\$ _____	150	\$ _____
Total			\$-----

Other required positions – Proposer may include other positions, with hourly rates and attach job description for each position

POSITIONS	HOURLY RATES	EST. HOURS*	TOTAL
Data Manager**	\$ _____	25	\$ _____

*These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical event. This is a “requirements” based contract and no minimum amount of hours/work is guaranteed or implied.

** Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides

the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agency speaking to data-related issues.

Note: Provide both unit price and extended total. Price **must** be stated in the units shown in the proposal form, and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

City of Tamarac Travel and Subsistence Policy and Allowances

The City of Tamarac 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.

**SUBMITTED BY:**

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ FAX: _____

Email: _____

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☐ Yes☐ No

NOTE: To be considered eligible for award, one (1) **original copy of this proposal form** must be submitted with the Proposal.

NO BID INDICATION (IF "NO BID" IS OFFERED):

Please indicate reason(s) why a Proposal is not being submitted at this time.

COMPANY NAME: (Please Print): _____

Phone: _____

Fax: _____

BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU...

- ☐ 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
- ☐ 2. Provide a **Technical Proposal and Work Plan**.
- ☐ 3. Include a **Cost Proposal** (See Proposal Form).
- ☐ 4. Include your proposed **Project Schedule** which includes a breakdown of estimated hours to be worked by each of your project team members.
- ☐ 5. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- ☐ 6. Sign the **Certification** page. **Failure to do so will result in your Bid being deemed non-responsive.**
- ☐ 7. Fill out the **Offeror's Qualification Statement** and **Reference Form**.
- ☐ 8. Sign the **Contractor Drug Free Workplace Form**.
- ☐ 9. Fill out the **List of Sub-contractors or Subcontractors**, if applicable.
- ☐ 10. Fill out and sign the **Certified Resolution**.
- ☐ 11. Include all necessary **Financial Statements** that may be requested herein.
- ☐ 12. **Include proof of insurance.**
- ☐ 13. Provide **any additional documentation requested** within the Proposal Document.
- ☐ 14. **Submit ONE (1) Original AND the number of copies requested in the Proposal Instructions. Clearly mark the sealed container with the PROPOSAL NUMBER AND PROPOSAL NAME on the outside of the package.**

Make sure your Proposal is submitted PRIOR to the deadline.

Late Proposals will not be accepted.

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL.

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name**Address****City State Zip****Phone/Fax****E-mail**

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals.

Indicate which type of organization below:

INDIVIDUAL ☐PARTNERSHIP ☐CORPORATION ☐OTHER ☐

If "Other", Explain: _____

Authorized Signature_____
Company Name_____
Typed/Printed Name_____
Address_____
Telephone_____
City, State, ZIP_____
Fax_____
Federal Tax ID Number_____
Email address for above signer (if any)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 20____.

(SEAL)
Secretary

By: _____

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Tamarac
 Purchasing and Contracts Manager
 7525 NW 88th Avenue
 Tamarac, Florida 33321

Check One

Submitted By: _____
 Name: _____
 Address: _____
 City, State, Zip _____
 Telephone No. _____
 Fax No. _____

☐ Corporation
☐ Partnership
☐ Individual
☐ Other

State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

The address of the principal place of business is:

1. If Offeror is a corporation, answer the following:

- a) Date of Incorporation: _____
- b) State of Incorporation: _____
- c) President's name: _____
- d) Vice President's name: _____
- e) Secretary's name: _____
- f) Treasurer's name: _____
- g) Name and address of Resident Agent: _____

2. If Offeror is an individual or a partnership, answer the following:
- h) Date of organization: _____
 - i) Name, address and ownership units of all partners:

 - j) State whether general or limited partnership: _____
3. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

4. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
5. How many years has your organization been in business under its present business name? _____
- a) Under what other former names has your organization operated?

6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

7. Have you personally inspected the site of the proposed work?
☐ YES ☐ NO
8. Do you have a complete set of documents, including drawings and addenda?
☐ YES ☐ NO
9. Did you attend the Pre-Proposal Conference if any such conference was held?
☐ YES ☐ NO

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

13. State the name of the individual who will have personal supervision of the work:

14. State the name and address of attorney, if any, for the business of the Offeror:

15. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:

17. State the name of Surety Company which will be providing the bond, and name and address of agent:

18. Bank References:

Bank	Address	Telephone

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses):
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes).
- e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

20. State the name of the firm preparing the financial statement and date thereof:

21. Is this financial statement for the identical organization named on page one?

☐ YES ☐ NO

22. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).



The Offeror acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Offeror to be true. The discovery of any omission or misstatement that materially affects the Offeror's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

Signature



ACKNOWLEDGEMENT

OFFEROR'S QUALIFICATION STATEMENT

State of _____

County of _____

On this the _____ day of _____, 20____, before me,
the undersigned Notary Public of the State of Florida, personally appeared

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA

SEAL OF OFFICE:

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

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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

NON-COLLUSIVE AFFIDAVIT

State of _____))ss.
County of _____)

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror 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 Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal 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 Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By _____

Printed Name

Title



ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

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

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

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

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

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath



CONTRACTOR DRUG-FREE WORKPLACE

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name



**SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and _____, a _____ corporation with principal offices located at _____ (the "Contractor") to provide Disaster Debris Monitoring Services to the City of Tamarac, Florida.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents shall consist of this Agreement, Request for Proposal Document No. 17-08R, titled "Debris Monitoring Services", and including all conditions therein, (Instructions, General Terms and Conditions, Statement of Work, Scope of Services, Special Conditions and/or Special Provisions, Technical Specifications, Exhibits A, B and C), drawings, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Proposal No. 17-08R, "Debris Monitoring Services", as issued by the City, and the Contractor's Proposal, Request for Proposal Document No. 17-08R, "Debris Monitoring Services" as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) Contract Term

The successful contractor shall be awarded a contract for three (3) years with the option to renew the contract for two (2) additional three (3) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

3) The Work

3.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

3.1.1 Contractor shall furnish all labor, materials, and equipment necessary to provide, disaster debris monitoring services consistent with the Statement of Work included in Request for Proposal 17-



08R, titled "Disaster Debris Monitoring Services".

- 3.1.2** Contractor shall provide professional / consultation services in the area of disaster debris monitoring services as more specifically set forth in Request for Proposal 17-08R, titled "Disaster Debris Monitoring Services".
- 3.1.3** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- 3.1.4** Contractor shall provide for response time and mobilization consistent with Request for Proposal 17-08R, titled "Disaster Debris Monitoring Services".
- 3.1.5** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or sub-contractors, if any, with respect to the work and services described herein.
- 3.1.6** Contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.
- 3.1.7** FHWA-ER Program and 2 CFR Part 200 Contract Requirements:
 - 3.1.7.1** The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor regarding the following:
 - 3.1.7.2** FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
 - 3.1.7.3** Buy America Requirements
 - 3.1.7.4** 49 CFR Part 26, Disadvantage Business Enterprise Program
 - 3.1.7.5** American with Disabilities Act of 1990 (ADA)
 - 3.1.7.6** Convict Labor Prohibition



3.1.7.7 All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

3.1.7.7.1 Disaster related purchases (those made with a special “disaster purchase order form” shall never be co-mingled with regular invoices.

3.1.7.7.2 All disaster invoices shall include the location where delivered or where used, if appropriate.

3.1.7.8 All contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:

3.1.7.8.1 Time cards.

3.1.7.8.2 Daily work reports for every employee, by each separate FEMA category of work

3.1.7.8.3 Daily equipment use, by each separate FEMA category of work.

3.1.7.8.4 List of all supplies and materials used, by each separate FEMA category of work.

3.1.7.8.5 Includes both prime and sub-contractors

3.1.7.9 All work must be properly grouped according to FEMA damage categories as specified in the contract.

3.1.7.10 FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

3.1.8 Contractor shall comply with any and all other Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.



3.1.9 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of Tamarac, in accordance with the requirements as stated in 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 let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.1.8 Time and Material Contracting (if required):

As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

3.1.8.1 Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

3.1.8.2 All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

3.1.8.3 All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm.



3.1.8.4 All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

4) Insurance

- 4.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 4.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

5) Schedule

- 5.1.** Contractor shall provide for response time and mobilization consistent with Request for Proposal 17-08R, titled "Disaster Debris Monitoring Services".
- 5.2.** Contractor will provide for continuous services for a period specified and mutually agreed to in a notice-to-proceed.
- 5.3.** Should services be required for a longer time, Contractor shall prepare and submit a proposal for extension for City approval.

6) Contract Sum

The Contract Sum for the above work is Dollars and cents ().

7) Payments

- 7.1** Payment will be made monthly for work that has been completed, approved, and properly invoiced. Invoices must bear the project name, project number, and purchase order number; and must include adequate supporting information to substantiate invoice. Invoices and supporting documentation shall be submitted within 30 days of occurrence. City has



up to thirty (30) days to review, approve, and pay all invoices after receipt. All necessary Releases of Liens and Affidavits shall be processed before the warranty period begins. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

- 7.2 In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed eligible by FEMA or FHWA, unless the City otherwise agrees in writing.
- 7.3 All debris monitoring invoices will be audited for compliance with Federal record keeping and documentation requirements prior to payment.
- 7.4 Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

8) Indemnification

- 8.1. **GENERAL INDEMNIFICATION:** Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor.
- 8.2. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 8.3. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.



- 8.4.** City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid



minimum wages and/or overtime premiums.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

13) Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the



terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14) Uncontrollable Forces

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

15) Change Orders

- 15.1** The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- 15.2** All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
- 15.2.1** No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
- 15.2.2** The Contract Price and Contract Time shall be changed only



by Change Order or written Amendment.

15.2.3 The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.

15.2.4 If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.

15.2.5 The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.

15.2.6. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.

15.2.7 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

15.2.8 The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

15.2.8.1 By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.

15.2.8.2 When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

16) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

17) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22) Records / Audits

22.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically the Contractor shall:

22.1.1 Upon completion of the project, the Contractor must retain and maintain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein. In the event litigation ensues, then Contractor shall retain all records hereunder for a period of seven (7) years after conclusion of the litigation, including any and all appeals. Upon completion of this retention period, contractor shall, at no cost to the City, transfer 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 City upon completion of the retention period, 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 retention period, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City. This requirement applies to the prime contractor and all sub-contractor's project records. However, it is the responsibility of the prime contractor to provide all of the records, both for the prime contractor and sub-contractor's records.

22.1.2 Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

22.1.3 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 contract if the contractor does not transfer the records to the City.

22.2 During the term of the contract, the Contractor shall maintain



all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

23) PUBLIC RECORDS CUSTODIAN

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 CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its _____, duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Pat Teufel, CMC
City Clerk

Date:

Date

Approved as to form and legal sufficiency:

City Attorney

ATTEST:

Company Name

(Corporate Secretary)

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date



CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :

:SS

COUNTY OF _____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgments, personally appeared

_____, of _____

_____,

a _____ Corporation, to me known to be the person(s) described in
and who executed the foregoing instrument and acknowledged before me that he/she
executed the same.

WITNESS my hand and official seal this , day of _____, 20__.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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

ATTACHMENT A HURRICANE DEBRIS COLLECTION MAP



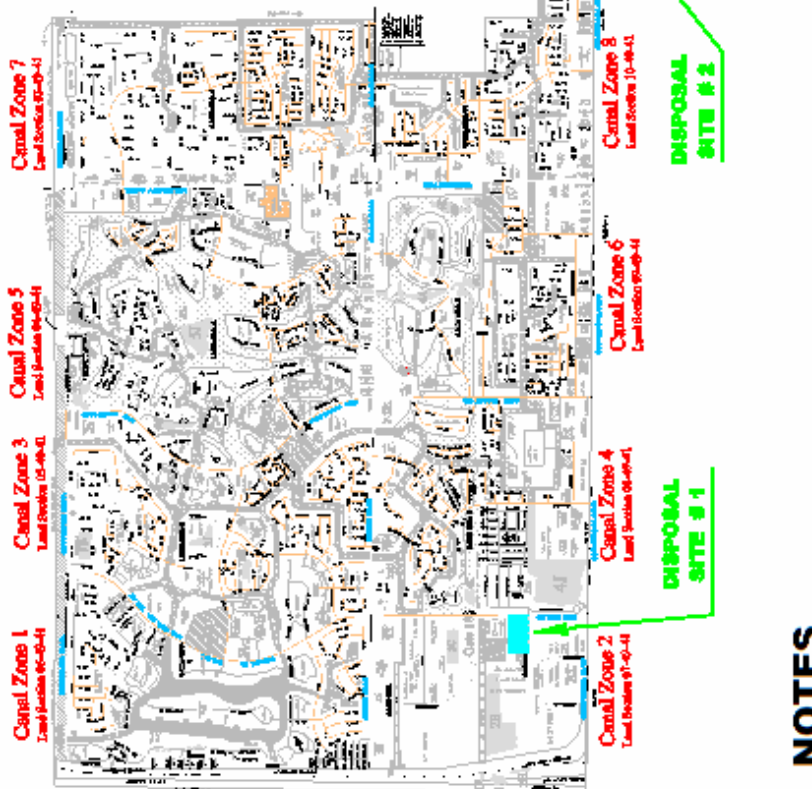
tracts Division

CITY OF TAMARAC, FLORIDA

PUBLIC WORKS DEPARTMENT

HURRICANE WILMA DEBRIS COLLECTION MAP

FIRST SWEEP



NOTES

The City of Tamarac is divided into eleven zones. In the event of a citywide debris generating event the City assigns one staff monitor and two contracted monitors per zone. This provides adequate monitoring for all zones and creates a scalable plan depending upon amount of debris and size of area affected. Identified on the map are debris reduction sites utilized for Hurricane Wilma; additional debris reduction sites may be made available if deemed necessary.



ATTACHMENT B

Electronic Monitoring

The Contractor MAY exercise the option to utilize electronic debris monitoring. If chosen, the contractor must comply with the requirements included in "Attachment B"; in addition to all other requirements contained within this document.

A. EQUIPMENT REQUIREMENTS

1. **Data Storage Media** – Debris Management data will be stored and transferred on encryption protected removable data storage media. All data media will be provided by the Contractor. Data must include a unique user ID which identified the user's role, limits the user's ability to collect or validate information, etc. and employs an anti-tampering mechanism. Contractor shall provide media to each person performing a debris mission role that results in data collection (i.e. drivers, ticket managers, etc.)
2. **Handheld Units (HHU)** – The Contractor will provide weather-proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media. HHUs shall have the capability to determine locations by GPS and the capability to write GPS coordinates to the removable media. The HHUs will perform two functions (1) Recording of initial load data information, and (2) verification of vehicle certification, and recording of debris type and quantity and (3) All filed units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a shift.
 - a) HHUs capable of recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records will include truck measurements, truck ID, Driver ID, and a digital photograph of the truck and trailers.
 - b) HHUs capable of recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation.
 - c) GPS – HHU units shall have integrated GPS capability. GPS reading (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have connectivity to the HHU and be rugged and durable.
3. **Durable Printer** – The Contractor shall provide a durable printer to print load tickets at the request of the City. Once the tower manager completes the load data entries the information shall be transmitted to the printer. The printer will print a minimum 2 (two) copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the prime contractor). The HHU should have program flexibility to alter the number of printed tickets. The

printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow units to perform uninterrupted for a minimum of a shift.

4. **Server(s)** – The Contractor shall provide computer servers for the storage and maintenance of records. The data contained in the Contractor's database shall be placed on the internet for controlled use, and be password protected by the Contractor. Upon completion of the work, the contractor shall surrender the records to the City who shall maintain the official database and records on its government furnished secure server. Access to the City server is limited to "Official Use Only". The City server is provided and maintained by the City.
5. **Back-up Equipment** – In the event of equipment malfunction, loss or damage, the Contractor shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.
6. **GIS** – GIS mapping shall be provided by the Contractor from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs.
7. **Internet Accessible Database** – The Contractor will establish a web-based database which is updated daily, if not real-time. The data shall be accessible, by permission only, to sub-contractors, local and state officials, and others on a "need-to-know" basis. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the City.

B. General Statement of Electronic Debris Monitoring System Parameters

1. The system must utilize an encryption protected removable data storage device. The data storage device will store data collected in the field, such as fields from traditional debris paper tickets as well as truck certification information. The device must be capable of depicting images and other identifying data.
2. The system must have a database capable so storing all data collected in the field. The contractor shall provide the City a copy of the database with a matching structure at the completion of the work unless otherwise specified.
3. The system must include the capability to share database records with contractors, sub-contractors, the City, and others via the internet. Data contained in the system must be password protected, implement role-based access controls and must have viewing, printing and editing capabilities. Each contractor, sub-contractor and customer must have permissions that allow only them to review and print information specific to their need. The system shall

also have the capability to generate reports on all aspects of the debris mission.

4. The Contractor uses the HHU to initial the load data entry by entering the debris type in the HHU. The driver's media card will either be swiped or inserted into the HHU and the HHU will write the debris type, pick-up GPS location, address of the pick-up (if applicable), time, date, truck certification, and driver information, and the ticket manager's unique ID Code onto the removable media. Once the data is written to the media, the Ticket Manager will return the media to the driver. By this action, the Contractor verifies the debris meets FEMA and FHWA eligibility requirements.
5. HHUs are used at the debris verification area of disposal site(s) by tower manager. The vehicle driver presents the removable media, which was previously initiated by the field monitor, to the tower manger personnel located in the disposal site tower(s). The tower manger verifies the debris classification is appropriate (vegetative, C&D, mixed, etc.) and manually revises, if needed, quantity into the HHU. The HHU will automatically extract the information recorded earlier on the smart card and add the information to the tower manager's HHU including the date, time debris arrives, site ID, GPs readings, load quantity, and tower manger unique ID code.
6. All information regarding each debris load will be stored in the HHUs internal memory or on a separate, encryption enabled removable media device. The debris load information will be uploaded to the system City and Contractor databases. Once this information is recorded, the tower manager HHU will clear the removable media's data for the driver to re-use.
7. The media will retain the running total of the quantity and type of debris hauled by a particular vehicle. All debris load information with the tower manager HHU will be retained until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the City.

C. Functional Specifications and System Architecture

1. **Ticket/Tower Managers** – Personnel Registration, Administration and Management: The System shall have the capability to manage user roles. The majority of the system users will be either ticket or tower managers. At a minimum, the system must have the following capabilities:
 - A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data
 - Electronic registration of ticket / tower monitor
 - Link designated ticket / tower personnel to a specific mission
 - The ability to edit ticket / tower personnel roles (i.e. create, update, and delete)
 - Store ticket / tower personnel contact information relative to the mission

- Track and manage ticket / tower personnel role and status
 - Assign and track equipment assigned to the user
 - Reject invalid ticket / tower personnel credentials
 - Reject invalid certification credentials
2. **Truck Certification:** the system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:
- A means of electronically registering authorized debris Contractor vehicles and equipment
 - Link electronic registration to digital images
 - Identify mission and respective City
 - Generate unique ID's for contractor vehicles and equipment
 - Utilize uniform measurements (e.g. feet and inches)
 - Capture vehicle volume
 - Utilize industry standard equations for all volume calculations
 - Capture drivers and certification team member unique identification number
 - A means to create encryption protected electronic driver removable media with unique Truck ID, digital photograph, truck and/or trailer measurements, vehicle volume, and other identifying data
 - Must depict image and other identifying data
 - Must contain counter area for total cubic yards hauled
 - Must employ anti-tampering mechanism
 - Capability to recertify vehicles
 - Recertified vehicles must be recorded in an audit table
 - Reject media which are not associated with current event and applicant
 - Capture vehicle audit records
 - Create a printed certification record
 - Administrative reporting capabilities
3. **Right-of-Way (ROW) Debris Management:** ROW Transaction data ROW transaction data must be captured, stored, validated, audited, reported, and transmitted to mission manager, haulers, and applicants. At a minimum, the application must exhibit the following characteristics:
- Allow creation point of origin load data on encryption protected driver media when position is known and credentials have been authenticated
 - Capture date and time and other relevant point of origin data
 - Designate debris type
 - Designate debris location as Federal Aid or Non-Federal Aid
 - Designate first pass and subsequent passes
 - Write point of origin load data using encrypted storage algorithms
 - Associate ticket/tower personnel credentials with point of origin load data

- Acknowledge successful card writ via display status message
 - Provide user configurable time option for GPS audit
 - Detect current location using GPS and store data to secure memory location
 - Provide capability to add digital image if debris is other than vegetative or C&D
4. **Debris Disposal Site Management:** Completed ROW, and Per-unit point of origin transactions must be received at the approved disposal site. Transactions must be received at the approved disposal site. Transactions are not considered complete until they are processed through the receiving applications. At a minimum, the system must provide the capability to:
- Accept site configuration data at the beginning of each work day
 - Dynamically configure receiving application based onsite configuration data
 - Display certification data and photo from driver smart card so that ticket/tower personnel can perform a field audit of truck/trailer to assure data matches certification and placard number
 - Accept loads where:
 - Mission and applicant are valid
 - Media authentication data is valid and unaltered
 - Media contains valid load data
 - Designate debris type
 - Record debris volume (based on unit of measure)
 - Receive volume or per unit loads
 - Identify original load data
 - Identify duplicate load data
 - Configure number of hard copies
 - Create load data record in internal storage
 - Create backup copy of internal storage
 - Prepare driver media for next load
 - Increment driver smart card based on total CY counter value
 - Continuously calculate and present real-time disposal site statistics
 - Reprint load ticket data
 - Interface with durable outdoor printer
 - Preserve in its original state, then transmit daily transaction data
 - Associate ticket/tower personnel credentials with each receivable load
5. **Field Administrative Functions:** The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the system must provide the capability to:
- Change ticket/tower personnel identification badge roles and

responsibilities

- Review media total CY counter value
- Audit vehicle certification data
- Validate/invalidate smart cards
- Reinitiate security sequence for ticket/tower personnel or media
- In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the secure server.

6. **Data Consolidation and Analysis/Report Generation:** Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum the Data Consolidation/Data Storage and Data:

Analysis/Report Tools must provide capability to:

- Accept transactional data sets from multiple debris location systems
- Recognize multiple mission/applicant configurations
- Grant access to authorized authenticated users or processes
- Contain a master record of:
 - Roles and responsibilities
 - Ticket/tower personnel credentials and other data
 - Certification credentials and other data
 - Mission data
 - Applicant data
 - Geospatial data
 - Street centerlines
 - City outlines
 - Population and demographic
 - Elevation
 - Wetlands delineation
 - Historic and Environmentally sensitive areas
 - Debris and work zones
 - Land use
 - FEMA flood zones
- Graphically depict
 - Load locations by contractor
 - Load locations by subcontractor
 - Load locations by driver
 - Load locations by ticket/tower personnel
 - Load locations by date range
 - Load locations by zone
 - Load locations by municipality
 - Load locations by applicant
 - Load locations by mission
 - Load locations by debris type

- Load locations by disposal site
 - Load locations by Federal, State, and private roads
 - Load locations by land use
- Thematic mapping techniques to distinguish different data by color and/or symbol
- Identify data attributes for a single point of data
- Select one or many points of data
- Calculate operational efficiency statistics such as:
 - Trip turnaround time
 - Trip distance to disposal site (straight line projection sorted by 0-15 miles, 16-30 miles, 31-60 miles, and greater than 61 miles)
 - Average container fill percentage
 - Average tower manager load call
 - Load call trend data e.g., by tower manager, contractor, subcontractor, driver, etc.
- Dynamically configure user interface in response to point data selection to limit user authorities
- Multiple data selections general tabular data reports
- Filter mechanisms to highlight geospatial data
- Control data access using role based security
- User interface and access to underlying system data must dynamically configured at run time through the presentation of appropriate user credentials
- Manage data ownership
- Provide access based on security role model
- Identify and distribute “owned” transactional datasets to limit internet access to the website data to view only your data
- Prevent distributed data from being reprocessed for billing purposes
- Identify billing data sets based on parameters such as:
 - Time/Date
 - Contractor/Subcontractor
 - Debris type
 - Debris disposal method (haul-in, reduction, open burn, incineration, haul out, leave in place, etc.)
 - Haul distance
- Route billing data sets via defined and customizable workflow rules
- Approved billing data sets
- Communicate general event status e.g.:
 - Total CY hauled (by debris type)
 - Total CY by disposal site
 - Total CY by contractor/subcontractor
 - Total CY by work zone/sector
 - Total CY by municipality
 - Total CY by Federal, state and private roads
 - Total CY by certified vehicle

- Number of vehicles utilized
 - Number of ticket/tower personnel resources assigned
 - Manage user roles, responsibilities and passwords
 - Prevent modification to original data by unauthorized or unauthenticated users
 - Insert audit records into audit tables for all insertions, modifications, and deletions to original data
7. **Field Architecture:** The field based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security. At a minimum, the system must:
- Require user authentication credentials
 - Display current version at application start-up
 - Synchronize with Greenwich Mean Time (GMT) for all date/time fields
 - System must utilize location specific configuration data to initiate a warm start sequence for global positioning system
 - System must remain in a ready state by default
 - Acknowledge successful card write via display status message
 - Create identification structures which utilize encryption technologies
 - Employ anti-tamper and anti-tearing methods and technologies
 - Where applicable, utilize 3 DES data encryption technologies to protect data
 - Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's removable media)
8. **Back-office Architecture:** At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability and security.
- Utilize relational database technology
 - Employ geospatial analysis tools for data visualization
 - Enable audit ability for:
 - Data insertion
 - Data modification
 - Data deletion
 - Prevent field and row level data deletion
 - All access to data must be controlled
 - Store certification and other identification data using encrypted relational technology
 - Reside in a secure internet environment
 - Preserve base transactional data in its original state prior to processing or consolidation with other data



9. **Initial Startup Procedure For Debris Removal:** Debris missions are critical to emergency response and the Contractor should be adequately prepared to respond.

EXHIBIT C**ELECTRONIC CODE OF FEDERAL REGULATIONS****e-CFR data is current as of January 6, 2017**

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → Part 200

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**Procurement Standards****§200.317 Procurements by states.**

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

§200.318 General procurement standards.

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

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

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

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

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

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

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

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

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

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

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

(i) The actual cost of materials; and

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



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

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

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

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

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

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

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

§200.325 Bonding requirements.

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

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



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

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

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

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**EXHIBIT C - Continued****Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable,



all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award.

(J) See §200.322 Procurement of recovered materials.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Positions	Hours	Orange County FL		City of Plantation		City of Fort Lauderdale		Broward County	
Field Supervisor	210	\$ 47.00	\$ 9,870.00	\$ 42.00	\$ 8,820.00	\$ 47.00	\$ 9,870.00	\$ 55.00	\$ 11,550.00
Debris Site / Tower Monitors	1,740	\$ 29.00	\$ 50,460.00	\$ 33.00	\$ 57,420.00	\$ 28.50	\$ 49,590.00		\$ -
Field Coordinators (Monitors)	7,830	\$ 29.00	\$ 227,070.00		\$ -	\$ 32.00	\$ 250,560.00		\$ -
Project Manager	80	\$ 63.00	\$ 5,040.00	\$ 74.00	\$ 5,920.00	\$ 65.00	\$ 5,200.00	\$ 85.00	\$ 6,800.00
Operations Manager	100	\$ 54.00	\$ 5,400.00	\$ 64.00	\$ 6,400.00	\$ 53.50	\$ 5,350.00	\$ 55.00	\$ 5,500.00
FEMA Coordinator	20	\$ 69.00	\$ 1,380.00	\$ 85.00	\$ 1,700.00	\$ 95.00	\$ 1,900.00		\$ -
Scheduler / Expeditors	100	\$ 28.00	\$ 2,800.00	\$ 36.00	\$ 3,600.00		\$ -		\$ -
GIS Analyst / Specialist	20	\$ 69.00	\$ 1,380.00	\$ 48.00	\$ 960.00	\$ 35.00	\$ 700.00	\$ 45.00	\$ 900.00
Environmental Specialist	30	\$ 44.00	\$ 1,320.00	\$ 60.00	\$ 1,800.00	\$ 65.00	\$ 1,950.00	\$ 49.00	\$ 1,470.00
Project Inspector (Citizen Site Monitors)	3,920	\$ 24.00	\$ 94,080.00	\$ 33.00	\$ 129,360.00		\$ -		\$ -
Load Ticket Date Entry Clerks (QA / QC)	2,180	\$ 25.00	\$ 54,500.00	\$ -	\$ -	\$ 18.00	\$ 39,240.00	\$ 17.00	\$ 37,060.00
Billing / Invoice Analysts	60	\$ 25.00	\$ 1,500.00	\$ 45.00	\$ 2,700.00		\$ -	\$ 52.00	\$ 3,120.00
Administrative Assistants	150	\$ 18.00	\$ 2,700.00	\$ 32.00	\$ 4,800.00	\$ 15.00	\$ 2,250.00	\$ 25.00	\$ 3,750.00
Grand Total		\$457,500.00		\$223,480.00		\$366,610.00		\$70,150.00	

Rate Reasonableness Analysis

Tamarac, City of, FL

	Labor Category	Hourly Rate
1	FEMA Coordinator	\$95.00
	Project Manager	\$76.00
	Operations Manager	\$64.00
2	GIS Analyst	\$55.00
	Data Manager	\$55.00
	Field Supervisor	\$45.00
	Billing/Invoice Analysts	\$45.00
3	Administrative Assistants	\$34.00
	Debris Site/Tower Monitors	\$33.00
	Field Coordinators (Crew Monitors)	\$33.00
	Project Inspector (Citizen Site Monitors)	\$25.00
	Load Ticket Data Entry Clerks (QA/QC)	\$0.00
	Environmental Specialist	\$60.00
	Scheduler/Expeditors	\$38.00

Plantation, City of, FL

	Labor Category	Hourly Rate
	FEMA Coordinator	\$85.00
	Project Manager	\$74.00
	Operations Manager	\$64.00
	GIS Analyst	\$48.00
	Data Manager	\$55.00
	Field Supervisors	\$42.00
	Billing/Invoice Analysts	\$45.00
	Administrative Assistants	\$32.00
	Debris Site/Tower Monitors	\$33.00
	Field Coordinators (Crew Monitors)	\$33.00
	Project Inspector (Citizen Site Monitors)	\$33.00
	Load Ticket Data Entry Clerks (QA/QC)	\$0.00
	Environmental Specialist	\$60.00
	Scheduler/Expeditors	\$36.00
	Health and Safety Manager	\$65.00

Broward County, FL

	Labor Category	Hourly Rate
1	Project Manager	\$85.00
	Field Operations Manager	\$55.00
	Supervising Monitor	\$46.00
	Debris Management Advisor	\$70.00
	Roving Monitors	\$19.00
	Load Site Monitors	\$33.50
	TDMS Site Monitors	\$29.00
	Data Manager	\$49.00
	Ticket Data Entry Clerk	\$17.00
	GIS Analyst	\$45.00
2	Environmental Specialist	\$49.00
	Administrative Assistant	\$25.00
3	Billing Invoice Analyst	\$52.00

Miami-Dade County, FL

	Labor Category	Hourly Rate
	Project Manager	\$75.00
	Operations Manager/Assistant PM	\$57.00
	FEMA Reimbursement Manager	\$59.00
	Field Supervisor	\$37.50
	Truck Certifier	\$33.50
	Staff Scheduler/ Truck Dispatcher	\$29.00
	Damage/Debris Assessment Specialist	\$38.00
	Collection Monitor	\$33.50
	Disposal Monitor	\$33.50
	Flagman / Traffic Controllers	\$29.00
	Data Clerk	\$0.00
	Engineer/Scientist	\$72.00
	GIS Specialist	\$53.00
	Administrative Assistant	\$29.00
	Data Manager	\$59.00
	Health and Safety Manager	\$64.00
	ADMS Ticketing Specialist	\$67.00
	Public Assistance Analyst	\$95.00

Volusia County, FL

	Labor Category	Hourly Rate
	On-Site Project Manager	\$75.00
	Operations Manager	\$65.00
	Data Manager	\$55.00
	Health and Safety Specialist	\$55.00
	Site Supervisor or Area Supervisor	\$45.00
	Billing/Invoice Analyst	\$45.00
	Tower Monitor	\$33.50
	Field Monitor	\$33.50
	Field Monitor (Leaners and Hangers)	\$33.50
	Administrative Support Staff	\$30.00
	1-8XX Telephone Service	\$24.00

Cocoa Beach, City of, FL

	Labor Category	Hourly Rate
	Lead Monitor	\$65.00
	GIS Analyst	\$45.00
	Data Manager	\$55.00
	Project Coordinator	\$32.00
	Site Monitor	\$34.00
	Field Monitor	\$34.00



Submitted electronically to: Keith.Glatz@tamarac.org

March 27, 2017

Mr. Keith K. Glatz
Purchasing & Contracts Manager
City of Tamarac, Florida

Subject: **Best and Final Offer (BAFO) for RFP 17-08R for Disaster Debris Monitoring Services**

Dear Mr. Glatz and Members of the Evaluation Committee,

Tetra Tech appreciates the opportunity to provide a best and final offer for RFP 17-08R for Disaster Debris Monitoring Services. As per the request we have reviewed our pricing to identify ways to reduce our labor rates.

Attached is Tetra Tech's updated Proposal Pricing Form.

Thank you for the opportunity to submit a revised pricing. We look forward to working with the City of Tamarac on this important effort. For questions regarding this submittal, please contact the representative listed below.

Technical Representative:

Mr. Ralph Natale
Director, Post Disaster Programs
Phone: 407.580-8184
ralph.natale@tetrattech.com

Contractual Representative:

Ms. Betty Kamara
Contracts Administrator
Phone: 407.803.2551
betty.kamara@tetrattech.com

Sincerely,

Tetra Tech, Inc.

A handwritten signature in blue ink, appearing to read 'Jonathan Burgiel'.

Jonathan Burgiel
Vice President, Operations

Cc: Ralph Natale, Tetra Tech
Betty Kamara, Tetra Tech
Anne Cabrera, Tetra Tech
Troy Gies, City of Tamarac

BEST AND FINAL OFFER PROPOSAL FORM

RFP 17-08R

DISASTER DEBRIS MONITORING SERVICES

The hourly rates shall include all costs, all applicable overhead and profit (excluding lodging, meals, and transportation).

Key Positions – Provide resumes for the Project Manager and Operations Manager. Provide job descriptions for other key positions listed. See Section 2 (Qualifications of Staff) of submitted proposal.

POSITIONS	HOURLY RATES	EST. HOURS*	TOTAL
Field Supervisor	\$ <u>42.00</u>	210	\$ <u>8,820.00</u>
Debris Site / Tower Monitors	\$ <u>33.00</u>	1,740	\$ <u>57,420.00</u>
Field Coordinators (Crew Monitors)	\$ <u>33.00</u>	7,830	\$ <u>258,390.00</u>
Project Manager	\$ <u>74.00</u>	80	\$ <u>5,920.00</u>
Operations Manager	\$ <u>55.00</u>	100	\$ <u>5,500.00</u>
FEMA Coordinator	\$ <u>85.00</u>	20	\$ <u>1,700.00</u>
Scheduler / Expeditors	\$ <u>36.00</u>	100	\$ <u>3,600.00</u>
GIS Analyst	\$ <u>45.00</u>	20	\$ <u>900.00</u>
Environmental Specialist	\$ <u>49.00</u>	30	\$ <u>1,470.00</u>
Project Inspector (Citizen Site Monitors)	\$ <u>25.00</u>	3,920	\$ <u>98,000.00</u>
Load Ticket Data Entry Clerks (QA / QC)	\$ <u>0.00</u>	2,180	\$ <u>0.00</u>
Billing / Invoice Analysts	\$ <u>45.00</u>	60	\$ <u>2,700.00</u>
Administrative Assistants	\$ <u>32.00</u>	150	\$ <u>4,800.00</u>
Total			\$ <u>449,220.00</u>

Other required positions – Proposer may include other positions, with hourly rates and attach job description for each position

POSITIONS	HOURLY RATES	EST. HOURS*	TOTAL
Data Manager**	\$ <u>49.00</u>	25	\$ <u>1,225.00</u>

*These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical event. This is a “requirements” based contract and no minimum amount of hours/work is guaranteed or implied.

** Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides

the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agency speaking to data-related issues.

Note: Provide both unit price and extended total. Price **must** be stated in the units shown in the proposal form, and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

City of Tamarac Travel and Subsistence Policy and Allowances

The City of Tamarac 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.

**SUBMITTED BY:**Company Name: Tetra Tech, Inc.Address: 2301 Lucien Way, Suite 120City: Maitland State: FL Zip: 32751Telephone: 321-441-8518 FAX: 321-441-8501Email: betty.kamara@tetrattech.com

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☒ Yes ☐ No

NOTE: To be considered eligible for award, one (1) **original copy of this proposal form** must be submitted with the Proposal.

NO BID INDICATION (IF "NO BID" IS OFFERED):

Please indicate reason(s) why a Proposal is not being submitted at this time.



**Title - TR12923 - Execution of Agreement with VacVision Environmental LLC - FY17
Wastewater Manhole Rehabilitation Inflow & Infiltration Project UT17D**

Item No. 6 (d) on the Consent Agenda. (TR12923) A Resolution of the City Commission of the City of Tamarac, Florida, awarding a contract to VacVision Environmental, LLC, utilizing pricing from an agreement obtained through a formal competitive process by the City of Pinellas Park, Contract Number 14/013 for the FY17 Wastewater Manhole Rehabilitation Inflow and Infiltration Project; authorizing the appropriate City Officials to execute a Purchase Order Agreement with VacVision Environmental, LLC for a project cost of \$1,603,062.80, with a contingency of 5% or \$80,153.14 for an amount not to exceed \$1,683,215.94; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain and Purchasing/Contracts Manager Keith Glatz***

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12923 Memo	4/10/2017	Cover Memo
▣ TR12923 Reso	4/10/2017	Resolution
▣ TR12923 Exhibit A	4/10/2017	Exhibit
▣ TR12923 Exhibit B	4/10/2017	Exhibit
▣ TR12923 Exhibit C	4/10/2017	Exhibit
▣ TR12923 Backup 1	4/10/2017	Backup Material
▣ TR12923 Backup 2	4/10/2017	Backup Material
▣ TR12923 Backup 3	4/10/2017	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT

TO: Michael C. Cernech,
City Manager

DATE: March 7, 2017

THROUGH: Jack Strain, P.E.,
Director of Public Services

FROM: James T. Moore, P.E.,
Assistant Director of Utilities

RE: TR #12923
Execution of Agreement with
VacVision Environmental LLC -
FY17 Wastewater Manhole
Rehabilitation Inflow & Infiltration
Project #UT17D

Recommendation:

I recommend that the City Commission authorize the execution of an agreement with VacVision Environmental, LLC, for the FY17 Wastewater Manhole Rehabilitation Inflow and Infiltration (I & I) Project in an amount not to exceed \$1,603,062.80 utilizing pricing from an agreement obtained through a formal competitive solicitation process by the City of Pinellas Park, in conjunction with Contract Number 14/013. A contingency of 5% or \$80,153.14 will be added to the Project Account for a total project budget of \$1,683,215.94.

Issue:

Execution of a FY17 agreement between the City of Tamarac and VacVision Environmental, LLC, for the continuation of the Wastewater Manhole Rehabilitation Inflow and Infiltration Project utilizing the City of Pinellas Park Contract.

Background:

In 2012, the Tamarac City Commission approved a Wastewater Master Plan Study which prioritized wastewater pump station basins which have excessive I & I. The master plan's objective is to rehabilitate the City's sewer system to reduce wastewater treatment costs to Broward County. The City's wastewater disposal costs for the last five fiscal years to Broward County have decreased from a peak of \$5,663,076 in FY 2012 to an average of \$5,085,718 for the last four fiscal years. These decreases have occurred as a direct result of the aggressive I & I Program implemented by the City four years ago. Wastewater disposal costs are still consuming approximately 20% of the Utilities FY 2017 budget and an aggressive I & I abatement program is required to control these costs. Mathews Consulting completed a master plan on an accelerated I & I program. This plan has defined projected expenditures and the return on investment of reduced wastewater disposal costs and specifically addresses manhole lining.

VacVision Environmental, LLC has successfully lined over 400 manholes as a Subcontractor working under the SAK Construction LLC contract in the City of Tamarac.

In FY 2017, this project will provide for the rehabilitation of 1,466 manholes that will be completed in the following Subdivisions:

- Mainlands Sec 8
- Heathgate
- Les Chateaux and The Pines of Woodmont
- Sable Palm Village and Lakes of Carriage Hills
- Belfort, Hidden Hollow, Malvern, and Westwood 3
- Courtyards of Broward
- Mainlands of Tamarac
- Bermuda Club
- Timber Point, Villas at Woodmont, LaReserve, LaForet, Buttonbwood, and Bonaire
- Mainlands Sec 9
- Westwood 4 and 4A
- Village at Woodland Lake, Woodglen Condos, Woodland Estates, The Courts, and The Gate
- Mainlands Sec 3, 4 and 4A
- Tamarac Lakes South
- Banyan Lakes, Shakerwood, Shaker Village, Woodland Meadows, Woodland Green, and Villa at Woodland Green
- Forsyth and Greenbriar
- Clairmont, Ashmont, Catalina, and Westwood 7
- The Boulevards
- The Woodlands

Recognizing that other South Florida and National Utilities have faced these same problems and have prepared bid specifications and awarded contracts for Wastewater Collection System Rehabilitation, the Utilities Division chose to utilize pricing obtained from a contract awarded by another governmental agency as provided by the Tamarac Procurement Code Section 6-148 (f).

The Public Services Department recommends approving the agreement with VacVision Environmental, LLC awarded by the City of Pinellas Park, through their Contract Number 14/013 that has favorable pricing, terms and conditions, was awarded on February 27, 2014 and is effective for four consecutive years and may be extended for up to 4 one-year extensions through February 12, 2018.

Section 6-148 (f) of The Tamarac Procurement Code specifically provides that the City may procure goods and services from contracts awarded by other governmental or not-for-profit entities which have been competitively and formally competed. The Purchasing and Contracts Manager has determined that the time, expense and other marketplace factors makes it financially advantageous for the City to use this Agreement. Staff has taken a close look at the marketplace and has determined that the pricing provided through the City of Pinellas Park competitively solicited Agreement provides the most economical solution for the City.

Fiscal Impact:

The City authorized the issuance of \$11,000,000 in new money bonds on November 9, 2016 as part of a larger Utility Refunding bond issue. The new money in the amount of \$11,000,000 was issued for the purpose of accelerating the I & I program completion over a shorter period to take advantage of savings in the City's wastewater disposal costs. The remainder of the bond funds will be used to reline sewer laterals and sewer mains. The funds will be available in Utilities Project UT17D.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED A CONTRACT TO VACVISION ENVIRONMENTAL, LLC, UTILIZING PRICING FROM AN AGREEMENT OBTAINED THROUGH A FORMAL COMPETITIVE PROCESS BY THE CITY OF PINELLAS PARK, CONTRACT NUMBER 14/013 FOR THE FY17 WASTEWATER MANHOLE REHABILITATION INFLOW AND INFILTRATION PROJECT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PURCHASE ORDER AGREEMENT WITH VACVISION ENVIRONMENTAL, LLC FOR A PROJECT COST OF \$1,603,062.80, WITH A CONTINGENCY OF 5% OR \$80,153.14 FOR AN AMOUNT NOT TO EXCEED \$1,683,215.94; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Tamarac conducted a Wastewater Master Plan Study in 2012, excessive Inflow & Infiltration (I & I) was identified by wastewater pump station basins; and

WHEREAS, at that time, the Director of Public Services chose to utilize available contracts awarded by other governmental entities for Wastewater Collection System Inflow and Infiltration Rehabilitation, as provided by City Code Section 6-148 (d), which states that the purchasing officer may utilize contracts with other governmental agencies; and

WHEREAS, the Public Services Department FY17 locations for manhole rehabilitations (1,466) will be completed in Mainlands Sec 8, Heathgate, Les Chateaux,

The Pines of Woodmont, Sable Palm Village, Lakes of Carriage Hills, Belfort, Hidden Hollow, Malvern, Westwood 3, Courtyards of Broward, Mainlands of Tamarac, Bermuda Club, Timber Point, Villas at Woodmont, LaReserve, LaForet, Buttonbwood, Bonaire, Mainlands Sec 9, Westwood 4 and 4A, Village at Woodland Lake, Woodglen Condos, Woodland Estates, The Courts, The Gate, Mainlands Sec 3, 4 and 4A, Tamarac Lakes South, Banyan Lakes, Shakerwood, Shaker Village, Woodland Meadows, Woodland Green, Villa at Woodland Green, Forsyth, Greenbriar, Clairmont, Ashmont, Catalina, Westwood 7, The Boulevards, and The Woodlands as shown on "Exhibit A" (a copy of which is attached hereto); and

WHEREAS, this project will provide for the rehabilitation of 1,466 manholes located throughout the City of Tamarac with a piggyback contract formally competed and available from the City of Pinellas Park, a copy of the Advertisement and approval legislation is on file with the City Clerk; and

WHEREAS, the City of Pinellas Park, Contract Number 14/013 with VacVision Environmental, LLC, for the rehabilitation of manholes has favorable pricing, terms, and conditions, which was awarded and effective on February 27, 2014, (a copy of the proposal and the Regular Council Meeting Minutes are on file with the City Clerk), and the contract is effective until February 27, 2018 (a copy of which is attached hereto as "Exhibit B"); and

WHEREAS, VacVision Environmental, LLC agrees to allow the City of Tamarac to piggyback their existing contract with the City of Pinellas Park, Contract Number 14/013,

with the same terms, conditions, specifications, and pricing and has prepared a project proposal in the amount of \$1,603,062.80 (a copy of which is attached hereto as "Exhibit C"); and

WHEREAS, the City Commission of the City of Tamarac has approved capital funding for the FY17 Wastewater Manhole Rehabilitation Inflow and Infiltration Project (UT17D) as recommended by the Public Services Department; and

WHEREAS, the Director of Public Services shall have the responsibility to assign Work Tasks based on the most economical and structural need for wastewater manhole repairs using the unit prices provided by VacVision Environmental, LLC, under the City of Pinellas Park issued Contract Number 14/013 in an amount not to exceed \$1,603,062.80; and

WHEREAS, the Director of Public Services and the Purchasing and Contracts Manager recommend the award of an agreement between the City of Tamarac and VacVision Environmental, LLC; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to award and execute an agreement with VacVision Environmental, LLC, utilizing the City of Pinellas Park Manhole Rehabilitation Program contract in an amount not to exceed \$1,603,062.80.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, THAT:

SECTION 1: The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof. All exhibits attached hereto are incorporated herein and made a specific part hereof.

SECTION 2: The City Commission hereby awards the manhole rehabilitation contract to VacVision Environmental, LLC, utilizing the City of Pinellas Park Contract Number 14/013 for the FY17 Wastewater Manhole Rehabilitation Inflow and Infiltration Project. The appropriate City Officials are hereby authorized to execute a Purchase Order Agreement in an amount not to exceed a project cost of \$1,603,062.80 with a 5% contingency of \$80,153.14 for a total project cost of \$1,683,215.94.

SECTION 3: The Director of Public Services is authorized to approve Work Tasks in accordance with the schedule of prices under said contract in an amount not to exceed \$1,603,062.80 for project cost and for any additional Work Tasks upon approval of any change order(s) from funding provided through a contingency of 5% or \$80,153.14 to be added to the project account for a project total of \$1,683,215.94.

SECTION 4: The City Manager or his designee is hereby authorized to approve and initiate Change Orders in amounts not to exceed \$65,000 per Section 6-147 of the City Code, and close the contract award, which includes but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions and pricing of the agreement.

SECTION 5: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2017.

ATTEST:

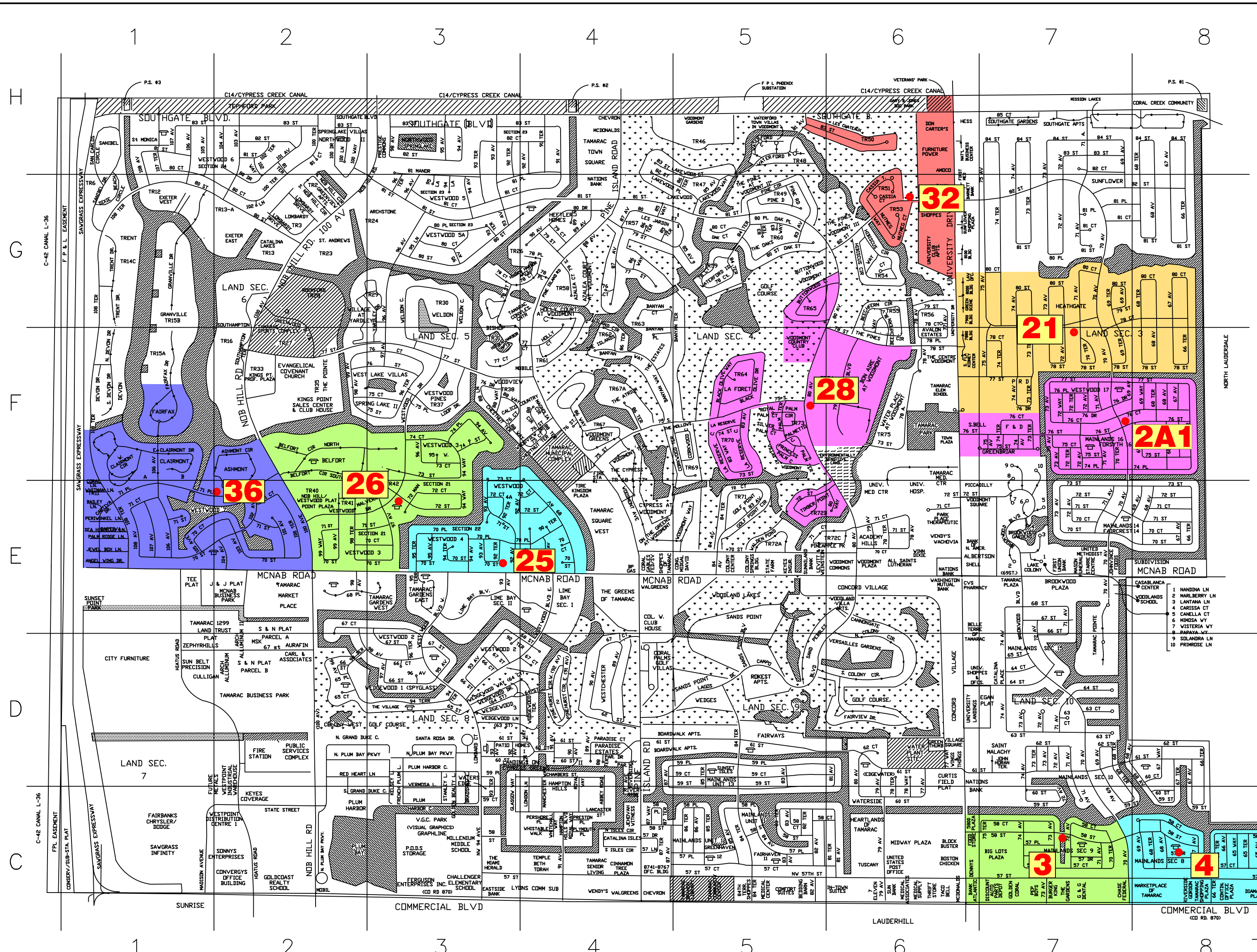
HARRY DRESSLER
MAYOR

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have approved this RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY

WASTE WATER SEWER LINING



LIFT STATION BASINS MANHOLE LINING TO BE COMPLETED			
ITEM	LS #	ADDRESS	No MANHOLES
1	2A1	7600 N.W. 70th AVE.	105
2	2E	2811 N.W. 48th ST.	43
3	3	5724 N.W. 73rd AVE.	53
4	4	5712 N.W. 68th AVE.	57
5	6	1800 SW 81st ST.	7
6	6E	2612 N.W. 54th ST.	34
7	7 & 7A	6299 NW 57th ST/6300 NW 62nd ST	56
8	8	5661 56th ST.	111
9	9	5899 WOODLANDS BLVD.	87
10	10	4980 SABAL PALM BLVD.	1
11	11	4915 N.W. 51st CT.	80

LIFT STATION BASINS MANHOLE LINING TO BE COMPLETED			
ITEM	LS #	ADDRESS	No MANHOLES
12	14B	4523 N.W. 46th TER.	71
13	15	5005 N. BAYBERRY LN.	58
14	15A	5601 N. BAYBERRY LN.	66
15	15B	5701 WHITE HICKORY CIR.	12
16	15D	5912 BLUE BEECH CT.	62
17	21	7815 N.W. 71st AVE.	111
18	25	9200 N.W. 70th ST.	59
19	26	7200 WESTWOOD DR.	106
20	28	7500 N.W. 80th AVE.	113
21	32	7700 N.W. 82nd ST.	52
22	36	10315 N.W. 71st PL.	122

TOAL NUMBER OF MANHOLES = 1466 = 102113 sqft



CITY OF TAMARAC

PUBLIC SERVICES ENGINEERING

LIFT STATION BASINS MANHOLE LINING TO BE COMPLETED

 REPRESENTS LIFT STATION LOCATION

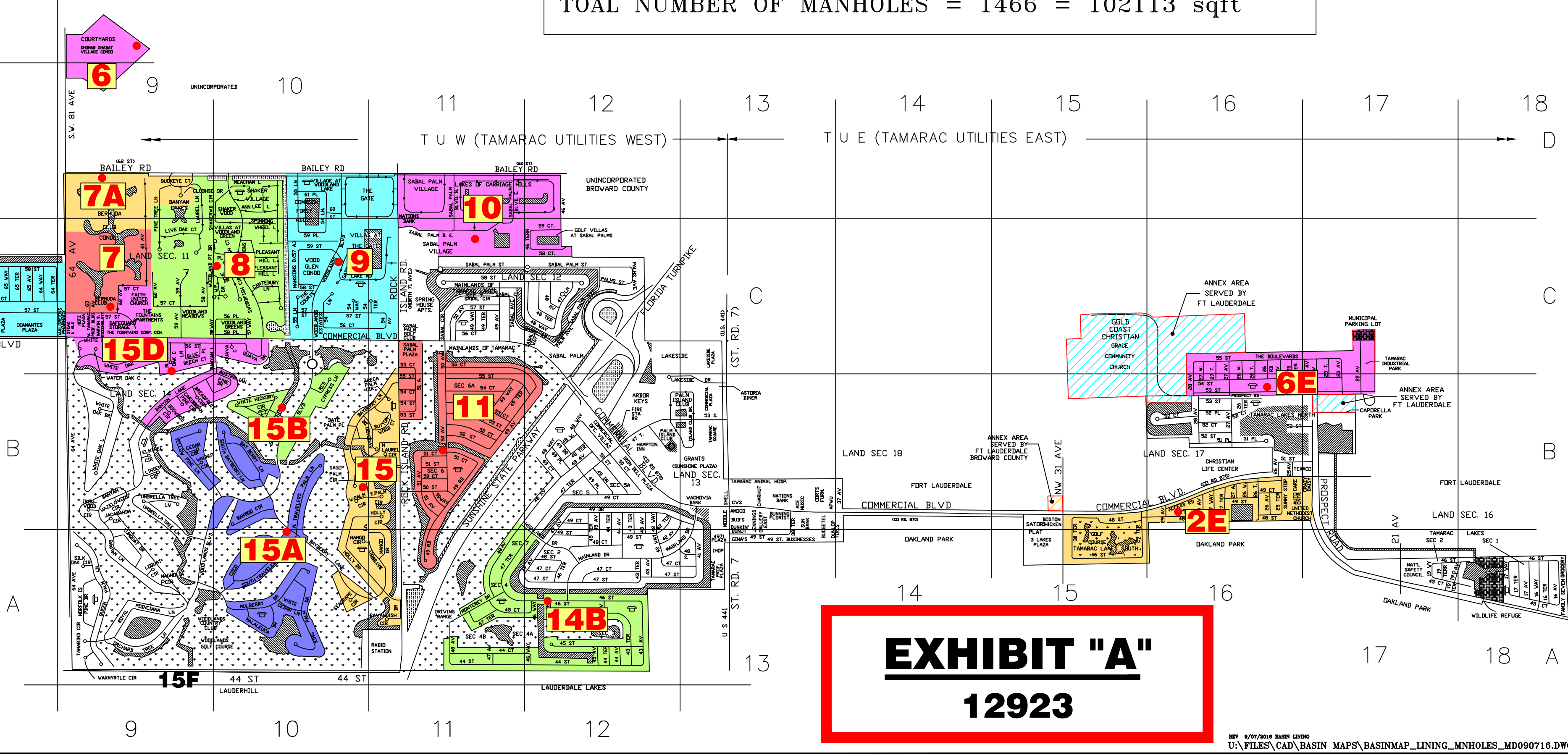


EXHIBIT "A"
12923

CONSTRUCTION CONTRACT
CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA

MANHOLE REHABILITATION PROGRAM

CONTRACT NO. 14/013

This Agreement dated this 12th day of February, 2014

by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation,

hereinafter called the Owner, and VacVision Environmental LLC

(a corporation organized and existing under the laws of the State of Florida

and hereinafter called the Contractor.

WITNESSETH, The Owner and the Contractor, for the consideration stated herein,

agree as follows:

ARTICLE I: **Scope of Work**

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation service required to complete the construction all in strict compliance with the plans and specifications, including any and all Addenda, and together with all contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the satisfaction of the City and subject to the final approval of the City and its authorized representative.

ARTICLE II: **Contract Price**

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any addition or deductions as provided in the Contract Documents, the following price:

The total Contract amount is TWO HUNDRED FOURTEEN THOUS & TEN DOLLARS
2.00 cents
(\$ 214,010.00), payable in accordance with the applicable provisions of the
Contract Documents.

ARTICLE III: Conditions

1. All of the decisions of the City Engineer and /or designee as to the true construction and meaning of the drawings and specifications shall be final. Contractor shall conform to and abide by any additional specifications, drawings, or explanations furnished by the Engineer/Designee to illustrate the work to be done.
2. Should the Contractor be delayed in his work by the Owner, then Owner shall owe the Contractor therefore only an extension time for completion equal to the delay caused and then only if a written claim for delay is made to the Owner within forty-eight hours from the time of the beginning of the delay.
3. Contractor shall at all times supply adequate tools, appliances, and equipment, a sufficient number of properly skilled workmen, and a sufficient amount of materials and supplies of proper quality to efficiently and promptly prosecute said work and shall promptly pay for all material purchased and shall pay all workmen each week and, if required by Owner, shall obtain and furnish Owner weekly with signed receipts from all workmen showing the date of payment, amount paid, number of hours paid for the days on which said work was performed, the classification of the labor so paid, and the rate of wage per hour paid and shall supply Owner weekly with two copies of the payroll verified by an affidavit.
4. Contractor shall, as often as requested by the Owner, furnish a sworn statement showing all parties who furnish labor or materials to the Contractor, with their names and addresses and the amount due or to become due each. Like statement may be required from any subcontractor of the Contractor.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to them; the contractor agrees that he is responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and work area in order that he may include in the price which he has bid and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon, and that this contract price is based upon these inspections and examination.

The Contractor further agrees upon the same considerations and inspections hereinabove enumerated, to commence work within ten (10) calendar Days after date of Notice to Proceed, and shall complete the work within the time limit as follows:

365 Calendar Days

The parties further agree that this **Contract is for a one (1) year contract period, with a maximum of four (4) additional one-year renewal options**, upon such terms and conditions as may be mutually acceptable to both parties. The City will have the option to cancel this contract at any time, by providing a sixty (60) day written notice to the contractor.

ARTICLE V: Component Parts of Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof and are incorporated herein by reference and all of which are familiar to the Contractor:

Addenda (if any), Advertisement for Bids, Notice of Bid, Information for Bidders, General Conditions, Hold Harmless Agreement, Bid Proposal Form(s), Construction Contract, Sworn Statement of Public Entity Crimes, Trench Safety Acknowledgement, Public Construction Bond, Special Provisions, Technical Specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA

ATTEST:

Diane M. Corna
Diane M. Corna, MMC

By *Sandra L. Bradbury*
Sandra L. Bradbury, Mayor

(SEAL)

ATTEST:

W. Reese

VacVision Environmental LLC
Contractor (Company Name)

Managing Member
Attestor Title (Print)

By *[Signature]*
Signature of Authorized Officer



Benjamin Reese
(TYPE OR PRINT SIGNATURE)

Approved as to form and correctness:

James W. Denhardt
City Attorney, James W. Denhardt
City of Pinellas Park

CITY COUNCIL APPROVAL DATE:

February 27, 2014

FLORIDA TRENCH SAFETY ACT ACKNOWLEDGMENT

PROJECT: BID 14/013- MANHOLE REHABILITATION PROGRAM

BIDDER'S NAME: _____

Bidder acknowledges that included in the various items of the proposal in the Total Bid Price are costs for complying with the Florida Trench Safety Act (Florida Statute §553.60, et.seq.). The bidder further identifies the costs to be summarized below:

<u>Trench Safety Measure (Description)</u>	<u>Units of Measure (LF, SY)</u>	<u>Unit (Quantity)</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____

*TOTAL: \$ _____

* This total amount is incidental to the contract bid price and is provided only as bidder acknowledgement of the Florida Trench Safety Act.

Failure to complete the above may result in the bid being declared non-responsive.

Bidding Contractor Signature

BEFORE ME, the undersigned authority, personally appeared _____
 _____ (Contractor) who was sworn and says that he is the Contractor
 who has contracted with _____ (Owner) to
 construct improvements on real property in Pinellas County, Florida, described as:

The Contractor has completed construction in accordance with the contract documents. The balance of the contract price of \$_____ is now due to the Contractor. The Contractor has not signed, pledged or hypothecated the contract, or any part of it, or any payment due or to become due under it and has not assigned any of the Contractor's lien rights resulting from the contract. The Contractor has executed no security agreement for any part of the material furnished under the contract.

All lienors under the above-described contract have been paid in full, except the undersigned Contractor.

 Contractor

STATE OF FLORIDA
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, 201_____
 (date)

by _____
 (Name of person acknowledging and title of position)

who is personally known to me or who has produced _____

(Type of identification) as identification and who did (did not) take an oath

 Notary Public

 Commission No.

 (Name of Notary typed, printed or stamped)

DO
NOT
COMPLETE

(CORPORATE SEAL)
DO
NOT
COMPLETE

DO
NOT
COMPLETE

DO
NOT
COMPLETE

(NOTARY STAMP)

KNOW ALL MEN BY THESE PRESENTS that _____

(Contractor)

County of _____, City of _____, and State of _____

_____, do hereby acknowledge that _____

_____ (Contractor) this day has had and received of and from

the _____ (Owner) the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing, payable and belonging to the Contractor by any means whatsoever, for or on account of a certain agreement between the said Owner and Contractor dated ____/____/201__.

NOW THEREFORE, the said Contractor for myself, my heirs, executors and administrators (for itself, its successors and assigns) do by these presents remise, release, quitclaim and forever discharge the said Owner its successors and assigns, of and from all claims and demands arising from or in connection with the said agreement dated ____/____/201__ and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, sums and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said Owner its heirs, successors or assigns, the Contractor its heirs, successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter cause or thing whatsoever, from the beginning of the world to the date of these presents.

Contractor

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____/____/201__

(date)

by _____

(Name of person acknowledging and title of position)

who is personally known to me or who has produced _____

(Type of identification) as identification and who did (did not) take an oath.

Notary Public

Commission No. _____

(NOTARY STAMP)

(Name of Notary typed, printed or stamped)

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

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

1. This sworn statement is submitted to City of Pinellas Park
(print name of the public entity)
by Benjamin Roese - Managing Member
(print individual's name and title)
for VacVision Environmental, LLC.
(print name of entity submitted sworn statement)
whose business address is:
10200 US Hwy 92 East
Tampa, FL 33610
and (if applicable) its Federal Employer Identification Number (FEIN) is 20-5007200
(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

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 determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attached a copy of the final order)

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

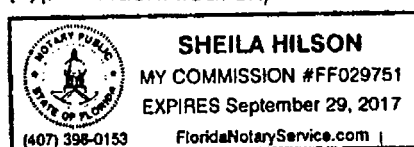

Signature

Sworn to and subscribed before me this 5th day of February, 2014

Personally known X

OR Produced identification _____ Notary Public – State of Florida

P/K _____ My Commission Expires 09/29/2017
(Type of identification)



Sheila Hilson 

(Printed typed or stamped commissioned name of notary public)

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

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

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitted sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

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

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

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1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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.

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(attached a copy of the final order)

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Signature

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

Personally known _____

OR Produced identification _____ Notary Public – State of _____

(Type of identification) My Commission Expires _____

(Printed typed or stamped commissioned name of notary public)

PUBLIC CONSTRUCTION BOND

Bond No. 3300044

BY THIS BOND, we, VacVision Environmental, LLC, as Principal, and FCCIInsurance Company, a corporation, as Surety, are duly authorized to conduct

business in the State of Florida, as Surety, are bound to the City of Pinellas Park,

Florida, a municipal corporation, herein called Owner, in the sum of Two Hundred Sixty Seven Thousand, Five Hundred Twelve Dollars/ 50 cents Dollars (\$ 267,512.50),

for payment of which we bind ourselves, our heirs, personal representatives,

successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated February 12, 2014
(SAME DATE AS STATED ON CONTRACT)

between Principal and Owner for construction of MH Rehabilitation Contract,CONTRACT NO. 14/013 and all appurtenant work thereto, said contract being made

a part of this bond by reference, at the times and in the manner prescribed in the

contract, together with any modifications of said contract that may hereafter be

made, notice of which modifications to the Surety being hereby waived; and

2. Promptly makes payments to all claimants, as defined in Section 255.05

(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly

or indirectly by Principal in the prosecution of the work provided for in the contract;

and

3. Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract; then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Dated this 14th day of February, 2014.

Contractor:

BY VacVision Environmental, LLC

Benjamin Roese
(PRINT OR TYPE SIGNATURE)



Surety:

BY [Signature]
Attorney-In-Fact (FLORIDA) Trevor McCarthy

[Signature]
Florida Resident Agent Trevor McCarthy

(SEAL)

ATTACH BOND AND POWER OF ATTORNEY TO THIS FORM



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Michael Rogers; Jason Farquhar; Jennifer A Fava; Trevor McCarthy;

Barry Ryan; Charlie Salyer; Sharon E Taylor; Tracy Todd

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): \$5,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval Esq., SVP, General Counsel,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213082

Arlene Cueman
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213082

Arlene Cueman
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 14TH day of FEBRUARY, 2014

Thomas A. Koval, Esq., SVP, General Counsel,
Government Affairs and Corporate Secretary



PUBLIC CONSTRUCTION BOND

BY THIS BOND, we, _____
_____, as Principal, and _____
_____, a corporation, as Surety, are duly authorized to conduct
business in the State of Florida, as Surety, are bound to the City of Pinellas Park,
Florida, a municipal corporation, herein called Owner, in the sum of _____
_____. Dollars (\$ _____),
for payment of which we bind ourselves, our heirs, personal representatives,
successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, **201**
(SAME DATE AS STATED ON CONTRACT)
between Principal and Owner for construction of _____,
CONTRACT NO. _____ and all appurtenant work thereto, said contract being made
a part of this bond by reference, at the times and in the manner prescribed in the
contract, together with any modifications of said contract that may hereafter be
made, notice of which modifications to the Surety being hereby waived; and
2. Promptly makes payments to all claimants, as defined in Section 255.05
(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly
or indirectly by Principal in the prosecution of the work provided for in the contract;
and

3. Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract; then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Dated this _____ day of _____, 20__.

Contractor:

BY _____ (SEAL)

(PRINT OR TYPE SIGNATURE)

Surety:

BY _____
Attorney-in-Fact (FLORIDA)

(SEAL)

Florida Resident Agent

ATTACH BOND AND POWER OF ATTORNEY TO THIS FORM

In accordance with the provisions of the contract dated _____, 201____
 between _____ (Owner) of _____
 _____ and _____ (Contractor) of _____
 _____, the _____ (Surety) Surety on the bond of Contractor
 after a careful examination of the books and records of said Contractor or after receipt of
 an affidavit from Contractor, which examination or affidavit satisfies this company that all
 claims for labor and materials have been satisfactorily settled, hereby approves of final
 payment of the said _____ (Contractor),
 Contractor, and by these presents witnessed that payment to the Contractor of the final
 estimates shall not relieve the Surety Company of any of its obligations to the Owner, as
 set forth in the said Surety Company's Bond.

IN WITNESSETH WHEREOF, the said Surety Company has hereunto set its hand and seal

this _____ day of _____, 201____.

Attest: _____

**DO NOT
COMPLETE**

**DO NOT
COMPLETE**

**DO NOT
COMPLETE**

(Seal)

By _____

(President, Vice President)

Note: This statement, if executed by any person other than the President or Vice President
 of the Company, must be accompanied by a certificate of even date showing authority
 conferred upon the person so signing to execute such instruments on behalf of the
 Company represented.

**NOTE: TO BE COMPLETED BY THE CONTRACTOR'S SURETY COMPANY AND SUBMITTED WITH CONTRACTOR'S
 FINAL INVOICE.**

**SPECIAL
PROVISIONS**

SPECIAL PROVISIONS

1.0 DESCRIPTION OF WORK.

This project is to restore the interior concrete surface areas of existing sanitary sewer manholes and lift stations via the application of a protective calcium aluminate based cementitious liner system and an epoxy coating where directed in accordance with these specifications.

2.0 SUBCONTRACTORS

No subcontractors will be permitted to perform work under the terms of this contract. No exceptions.

3.0 MANDATORY EMERGENCY RESPONSE REQUIREMENT

In the event that the City should encounter unforeseen circumstances that the City deems necessary to require immediate mobilization the Contractor shall at all times possess the ability to be contacted and respond to the City's needs within 2 hours of notification, and be able to mobilize and be on-site in the City of Pinellas Park within 24 hours. The same specifications and pay items will apply as outlined by the contract documents.

**TECHNICAL
SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS
FOR
MANHOLE REAHBILITATION COATINGS**

PART 1 – GENERAL

1.1 LOCATION OF THE PROJECT AND SITE ACCESS

The location of the proposed project is at various sanitary sewer manholes and lift stations located within the jurisdiction of the City of Pinellas Park wastewater collection network.

1.2 SCOPE OF WORK

The major elements of the proposed project work are summarized as follows: furnish all labor, materials, and equipment necessary to rehabilitate the interior surface areas of existing sewer manhole structures and lift stations using a stand-alone structural cementitious liner system and epoxy coating where directed. The work includes mobilization, bypass pumping (as Additional Pricing), removal of any existing deteriorated coating, preparation of manhole structures to be lined, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the manholes and lift stations, testing, clean-up, and demobilization. When complete the rehabilitated structure shall:

- A. Provide a uniformly smooth surface of minimum specified thickness.
- B. Eliminate sources of inflow and infiltration (I/I)
- C. Provide a service life supported by documented test analysis.
- D. Provide the end user with an acceptable means of repairing or patching any penetrations that occur after coating process has been completed

1.3 INSPECTION OF THE WORK

The City of Pinellas Park will provide construction observation services to monitor project quality and determine conformance of the work with the specifications. Each step of the work described herein is subject to inspection and approval by the City Engineer or his designee prior to proceeding with subsequent phases of the work.

1.4 MATERIALS AND EQUIPMENT

All materials, equipment, and types of construction shall be in accordance with these Technical Specifications, and all other engineering specifications outlined in the City of Pinellas Park Engineering Standards Manual, and shall conform to the requirements of all applicable laws, ordinances, and codes.

All materials and equipment to be incorporated into the work shall be new, unused, and properly designed for the use intended. Materials and/or equipment which, in the opinion of the City of Pinellas Park, are inferior or of a lower grade than specified, or required, will not be accepted and shall be removed immediately from the project site.

1.5 EQUIVALENT PRODUCTS AND MATERIALS

As "Or Equal" products are allowed herein, then all material or equipment submitted for consideration as "Or Equal" to that specified must include sufficient written information and data to demonstrate that the material or equipment conforms to the Contract Document requirements. The City of Pinellas Park shall be the sole judge as to whether or not such material or equipment is equal to that specified or required herein.

Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall furnish the specified material or equipment at no additional cost to the City of Pinellas Park.

Neither the approval by the City of Pinellas Park of alternate material or equipment as being equivalent to that specified, nor the furnishing of the material or equipment specified, shall in any way relieve the Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required by the Contract Documents.

1.6 MATERIAL AND EQUIPMENT DELIVERY AND STORAGE

The Contractor shall deliver and store materials and equipment in sufficient quantities to ensure the most timely and uninterrupted progress of the work. All materials and equipment shall be stored in strict accordance with the manufacturer's recommendations. Products shall also be stored and handled according to their Material Safety Data Sheets (MSDS).

1.7 SPILL OR DISCHARGE OF WASTEWATER

The discharge of wastewater into the environment is prohibited. All spills or discharges of wastewater shall be immediately reported to the City of Pinellas Park.

Contacts at the City of Pinellas Park shall include James M. Davis, at (727) 647-1720, or the City of Pinellas Park Sewer Division Dispatcher at (727) 541-0771. The Contractor also shall immediately control, contain, and stop the spill or discharge and shall repair any damage at no additional cost to the City of Pinellas Park.

The Contractor is solely responsible for all fines and labor, materials, and equipment costs incurred by the City of Pinellas Park associated with wastewater spills or discharges to the environment resulting from the Contractor's actions or the Contractor's negligence.

1.8 REFERENCES

The following list of references and standards are provided to establish minimum materials, performance and testing standards. If revisions have occurred to any of those listed then the most recent revision will apply.

- A. ASTM C109 – Compressive Strength of Hydraulic Cement Mortars
- B. ASTM C293 – Flexural Strength of Concrete
- C. ASTM C321 – Bond Strength of Chemical Resistant Mortars
- D. ASTM C666 – Resistance of Concrete to Rapid Freezing / Thawing
- E. ASTM C596 – Drying Shrinkage of Mortar Containing Cement
- F. AASHTO –T277 – Rapid Chloride Permeability of Cement
- G. ASTM C1244 – Concrete Sewer Manholes by Negative Air Pressure (Vacuum) Test
- O. ASTM C109 - Compressive Strength Hydraulic Cement Mortars.
- P. ACI 506.2-77 - Specifications for Materials, Proportioning, and Application of Shotcrete.
- Q. ASTM C579 - Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.

- R. NACE 6/SSPC SP13 – Joint Surface Preparation Standard – Surface Preparation of Concrete.
- S. ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
- T. NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.
- U. SSPC - The published standards of the Society of Protective Coatings, Pittsburgh, PA.

1.9 SUBMITTALS

- A. Product Data:
 - 1. Technical data sheet on each product proposed to be furnished demonstrating compliance with these specifications including independent ASTM test results indicating the product conforms to the published technical data.
 - 2. Material Safety Data Sheets (MSDS) for each product proposed to be furnished.
- B. Application Guidelines:
 - 1. Project specific guidelines and recommendations.
 - 2. Proof of any required federal, state or local permits or licenses necessary for the project.
 - 3. Design details for any ancillary systems and equipment to be used in site and surface preparation, application and testing.
 - 4. Written warranty.
- C. Certifications:
 - 1. Submit all Applicator Qualifications specified in Part 1.10 A.
- D. "Or Equal" Submittal: In order to be considered as an equal product, said product will have to meet the minimum physical

properties of the approved products as referenced in Paragraph 3.4 as measured by the applicable ASTM standards referenced in Paragraph 1.8. Testing results must be performed and presented by a third-party testing laboratory.

In order for a product to be considered "equal" the submitted product must receive written approval from the City Engineer or his designee prior to the bid date. Only applicators that have been trained and certified by the approved coating system manufacturer are allowed to install the manhole restoration methods specified herein.

1.10 QUALITY ASSURANCE

A. Applicator Qualifications:

1. Manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used.
2. Certification that the equipment to be used for applying the products has been manufactured or approved by the cement and epoxy coating manufacturer, and Applicator personnel have been trained and certified for proper use of the equipment.
3. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and manufacturer's recommendations.
4. The installer/applicator shall submit a list of at least five (5) project references including project name, location, scope of project, work performed, contract amount, completion date, contact person and phone number, where similar work as specified herein has been performed.
5. The Contractor shall demonstrate evidence that they have performed work of this specific nature for a minimum of 3 years, and posses a current Florida Underground Utility Contractors license.

1.11 WARRANTY

- A. The Applicator shall warrant all work against defects in materials and workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the project. Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said one (1) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without additional cost to the City of Pinellas Park.

PART 2 – MANHOLE CONDITION ASSESSMENT

2.1 GENERAL

- A. It is the intent of this project to develop a cost effective means of providing structural restoration for a cross section of sewer manhole structures. The following Condition Assessment criteria shall be used to determine the appropriate and selected repair method for any specific manhole structure.
- B. Condition Assessment and determination of the appropriate and selected manhole repair method shall be determined by joint agreement of both the Contractor and the City of Pinellas Park prior to commencement of work.

2.2 QUALIFICATION OF MANHOLE STRUCTURAL CONDITION

A. Condition I Manholes (Manholes Only)

The manhole is either a relatively new brick, pre-cast or poured in place concrete manhole. The manhole shall have a smooth and uniform interior surface profile and shall typically exhibit little or no signs of active groundwater infiltration or corrosion mechanics.

B. Condition II Manholes & Lift Stations

The manhole is considered fundamentally sound with no indication of settlement, cracking, or other signs of structural fatigue. The manhole may exhibit evidence of some corrosion in brick mortar joints and/or on pre-cast substrate areas. Rate of corrosion should be less than 0.25 in. for every 10 years of service life. The structure may also exhibit signs of infiltration or exfiltration through pre-cast joints, mortar joints, or around pipe connections. The existing structure should be sufficient to sustain and support both soil and live loading.

2.3 APPROPRIATE CONDITION BASED REPAIR METHODS

- A. All structures identified as **Condition I** shall receive a stand-alone application of the specified calcium aluminate cementitious liner material at a minimum thickness of **1 – inch (1.0)**.

- B. All structures identified as **Condition II** shall receive a stand alone application of the specified calcium aluminate cementitious liner material at a minimum thickness of **1 ½ - inch (1.5)**.
- C. Should some specific applications warrant the use of additional materials in excess of the aforementioned appropriate condition based repair methods, the desired thickness of either the cementitious materials may be increased incrementally per the line item for supplemental materials in the contract unit price bid in the Itemized Proposal for each square foot of cementitious liner that is installed. Any use of supplemental materials must receive approval from the City of Pinellas Park prior to commencement of work.

PART 3 - PRODUCTS

3.1 EXISTING PRODUCTS

- A. Standard Portland cement or new concrete (not quick setting high strength cement) must be well cured prior to application of the cementitious coating on all Condition II manhole structures.
- B. Cementitious patching and repair materials shall not be used unless proof of suitability and procedures for topcoating with a cementitious coating are approved in writing by the cementitious coating manufacturer. Project specific submittals should be provided including application, cure time and surface preparation procedures that permit optimum bond strength with the cementitious coating.
- C. Remove existing coatings prior to application of the new cementitious lining. Applicator is to maintain strict adherence to all manufacturer's recommendations with regard to proper surface preparation and compatibility with existing coatings.

3.2 CEMENTITIOUS COATING MANUFACTURERS

- A. Quadex, Inc., 1 Country Club Circle, Maumelle, AR (888)-831-1650 or (501) 803-9400 or FAX (501) 803- 9444
- B. Kerneos Inc., 1316 Priority Lane, Chesapeake, VA (800) 524-8463 or FAX (757) 284-3333
- C. Approved equal as specified in section 1.5 of this specification.

3.3 REPAIR MATERIALS

- A. Patching and infiltration control repair materials shall be used to fill voids, structurally reinforce and/or rebuild surfaces, etc. as determined necessary by the City and Contractor. Repair materials must be compatible for use with the specified cementitious and epoxy coating system and shall be applied in accordance with the manufacturer's recommendations.
- B. The following products may be accepted and approved as compatible repair and infiltration materials for use within the specifications:

B.1 Infiltration Control

All fast setting infiltration control materials furnished shall be designed to be applied in dry powder form, with no prior mixing of water, directly to active leaks under hydrostatic pressure in manholes or related structures. Materials shall consist of rapid setting cements, siliceous aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles.

B.2 Invert Repair and Patching

All material furnished shall be designed to fill voids and to repair or reconstruct where no hydrostatic pressure exists. Material shall consist of rapid setting cements, high density non-absorptive aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles.

3.4 CEMENTITIOUS LINER MATERIAL

- A. The structurally enhanced cementitious manhole liner system shall be a factory blended, one component, fiber reinforced, fused calcium aluminate mortar enhanced with a high density chemically stable aggregate.

Minimum Physical Properties

Product type	Fused calcium aluminate cement
Color	Light gray (cured)
Compressive Strength	>9000
Flexural Strength	>1100
Freeze Thaw	No damage / 300 cycles
Shrinkage	0%
Permeability	<400 Coulombs
Density	127 +/- 5 PCF

Approved cementitious manhole liner materials shall be Quadex Aluminaliner, as manufactured by Quadex Inc., or Kerneos SewperCoat as manufactured by Kerneos Inc. or an approved equal.

3.5 CEMENTITIOUS LINING APPLICATION EQUIPMENT

- A. Manufacturer approved low-velocity cementitious wet spray system or centrifugal spin-cast system shall be used in the application of the specified cementitious liner material. System shall consist of a batch style mixer and progressive cavity (rotor/stator) style mortar pump. Dry gun (gunite) material application methods will not be accepted for use on this project.

3.6 EPOXY COATING MATERIAL

- A. The epoxy coating to be used must meet or exceed the most recent and commonly accepted industry standards for materials intended for use in sanitary sewer systems. The material must as a minimum have a proven history of installations of this nature, as well as manufacturer's written approval and acceptance to be utilized as a composite rehabilitation and coating system. All product submittals shall be reviewed and approved by the City of Pinellas Park on a case by case basis.

PART 4 - EXECUTION

4.1 APPLICATOR QUALIFICATIONS

- A. Repair material applicators shall be trained to properly apply the cementitious mortar according to manufacturer's recommendations.
- B. All cementitious materials must be applied by a Certified Applicator of the product manufacturer and according to manufacturer specifications.

4.2 SURFACE PREPARATION

- A. Applicator shall inspect all specified surfaces prior to surface preparation. Applicator shall notify City of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the specified repair materials.
- B. Applicator personnel shall directly perform all aspects of surface preparation and shall not subcontract any element of surface preparation.
- C. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced.
- D. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the appropriate condition based repair method to be applied. Surfaces to receive repair materials shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the repair materials and the substrate.
- E. Infiltration shall be stopped by using a material that is compatible with the appropriate and selected condition based repair method. All costs associated with minor infiltration control shall be considered inclusive with the cost of the application of the appropriate cementitious liner application. Moderate to severe infiltration control may require the use of chemical injection grouting. If warranted, chemical injection grouting will involve a separate

payment item based of the contract unit price bid in the Itemized Proposal for each grouting application.

- F. All surfaces shall be examined by the City both during and after preparation and before the repair material is applied.

4.3 APPLICATION OF CEMENTITIOUS LINER MATERIAL

- A. For each bag of product, use the amount of water required per manufacturer's recommendations following mixing procedures noted on product container and using the approved equipment for mixing and material application. The cementitious liner material will require only the addition of potable water during mixing. No other materials will be added during the mixing process without prior written consent from the material manufacturer.
- B. Once materials have been mixed to an appropriate consistency, caution should be taken as to not over mix the mortar material.
- C. The surface prior to application of the cementitious liner shall be clean and free of all foreign material (ref. Section 4.2) and shall be damp without noticeable free water droplets or running water, but totally saturated just prior to application of the liner material. No application shall be made to a dry surface.
- D. Wooden covers and/or any other approved shielding mechanism shall be placed over the manhole invert channel prior to application in order to prevent extraneous materials from entering the sewer lines.
- E. Spraying or centrifugal spincasting of the cementitious liner material shall be performed by starting at the junction of the manhole wall and bench and progressing up the manhole wall to the corbel and chimney areas. The material shall be applied in a consistent manner to create a minimum uniform thickness based on the appropriate condition based repair method, but shall under all circumstances be a minimum of 1 inch. Should the reconstruction process require thickness greater than 1 inch, the material can be applied up to 3 inches in thickness in multiple single lift applications.
- F. Troweling of the liner material shall begin immediately following the spray application. Troweling shall be in an upward motion, compressing the material into any voids in the manhole wall, and creating a relatively smooth finish on the surface of the liner

material. Precautions should be taken not to overtrawell the material.

- G. The wooden invert covers shall be removed at this time and the bench area sprayed with materials. The materials are to be sprayed on the bench in such a manner that a gradual slope is produced from the walls to the invert with the thickness of the material at the edge of the invert to be no less than 1 inch. Using the trowel, the wall/bench intersection is then rounded to a uniform radius the full circumference of the intersection. The material on the bench area should be finished in such a manner as to provide for proper drainage without ponding. No additional payment shall be made for materials applied to the bench.
- H. Immediately upon completion of the troweling phase, a wet-brush finish shall be applied to all surface areas of the cementitious liner material.
- I. The cementitious liner material shall be cured in accordance with ACI recommendations. A water based curing compound may be used when necessary.
- J. The liner material, once placed, shall have a minimum of 8 hours cure time before being subjected to active flow of surcharge.
- K. In high traffic areas, the manhole should be barricaded and traffic withheld for a minimum of 12 hours after application is complete.
- L. Caution should be taken to minimize exposure of applied product to sunlight and air movement. If application of additional materials is to be longer than 15 minutes, the structure shall be covered. At no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes before covering or closing access. In extremely hot and arid climates, the manhole shall be shaded while reconstruction is in process. In environments where humidity level is below 70%, it shall be necessary to keep finished product damp for the first 72 hours.
- M. No application shall be made to frozen surfaces or if freezing is expected to occur within the substrate within 24 hours after the application. Precautions shall be taken to keep the mix temperature at time of the application below 90 degrees F. Mix water temperature shall not exceed 80 degrees F. Mix water may be chilled with ice if necessary.

- N. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each square foot of cementitious and epoxy manhole liner that is installed.

PART 5 - ANCILLARY MANHOLE / LIFT STATION REPAIR ITEMS

5.1 BYPASS PUMPING

- A. Prior to repairs, flow through the manhole shall be arrested via the use of either pipe plugs, flow-through plugging systems, or manhole by-pass pumping as conditions warrant. Plugging systems are considered incidental to the process and no additional payment will be made for this work.
- B. If warranted to facilitate any aspect of the manhole or lift station restoration process, the Contractor shall provide a bypass pumping system that is capable of handling a minimum flow of 500 GPM at 50 psi. The contractor shall also provide a secondary or standby pump system that is capable of handling similar flows in the event that the primary pump system experiences flows greater than 500 GPM, or if the first pump fails. Both pumping units shall be provided with the following items: sound reduction compartments, floatation sensors, automatic dialers and internal & external check valve assemblies. Bypass pumping pricing includes setup and breakdown. Bypass operations to include complete flow diversion management if selected by the City of Pinellas Park. Bypass pumping includes a maximum of 400 linear feet of discharge.
- C. Any requirement for bypass pumping shall be submitted by the Contractor to the City of Pinellas Park for review and approval prior to commencement of actual sewer bypass. The City shall have sole discretion in determining the necessity for any bypass pumping. No bypass pumping shall be executed without prior approval of the City of Pinellas Park.
- D. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for any specific structure that requires bypass pumping. Payments for manhole bypass pumping will be limited to one installment per manhole. Any subsequent or additionally required bypass pumping will be at the sole responsibility and expense of the Contractor.

5.2 INSTALLATION OF NEW MANHOLE COVER FRAME ASSEMBLY

- A. If warranted and specified by the City of Pinellas Park, some manholes will require the Contractor to remove and replace the existing manhole cover frame assembly prior to manhole liner installation. This work shall involve both unpaved and paved areas.

- B. When manhole cover frame assembly replacement is required, the new manhole cover frame assembly shall be provided to the Contractor by the City of Pinellas Park.
- C. All additional materials, equipment, and work required to replace the existing manhole cover frame assembly shall be provided by the Contractor.
- D. This item shall include sawcutting existing asphalt or concrete and disposing of material (in paved areas only), excavation, manhole wall and frame preparation, new frame and cover, removal and off-site disposal of existing materials, backfilling and compaction per the specifications and details, accessing manholes as specified, traffic control, coordination with and location of existing utilities, complete restoration of asphalt and concrete or grass, and for all else incidental thereto for which separate payment is not provided under other bid items.
- E. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each manhole frame and cover that is replaced.

5.3 REBUILDING EXISTING MANHOLE BENCH & INVERT CHANNELS

- A. If warranted and specified by the City of Pinellas Park, some manholes will require the Contractor to perform a rebuild of the existing manhole bench and invert channel prior to manhole liner installation.
- B. Repairs shall be performed on all manhole benches and inverts that exhibit visible damage and/or infiltration, or require such repairs in order to facilitate successful manhole liner performance testing.
- C. This item includes all materials, equipment, and work required to rebuild existing manhole bench areas. All manhole bench and invert channel repairs shall be approved by the City of Pinellas Park prior to commencement of work.
- D. Prior to repairs, flow through the manhole shall be arrested via the use of either pipe plugs, flow-through plugging systems, or manhole by-pass pumping (ref. Section 5.1) as required.

- E. After manhole flow has been diverted, remove all loose material from manhole bench and invert areas and pressure wash using a minimum 4000 psi hydrablast.
- F. The quick setting patching and invert repair material shall be applied to the invert in an expeditious manner. The mix shall be troweled uniformly onto the invert at a minimum thickness of 0.5 inches, extending out onto the bench sufficiently to create an adjoining tie in region for the spray applied monolithic cementitious liner material.
- G. Care should be taken in the finishing of invert channel, so as to maintain the hydraulic performance of the manhole. The finished invert should be smooth and free of any ridges or other surface irregularities that might impede flow.
- H. Flow in the manhole should be restored as soon as the quick setting invert repair material achieves its initial set and not longer than 30 minutes from the time of initial service interruption.
- I. Payment will be made on the basis of the contract unit price bid in the Proposal for each manhole bench and invert channel that is rebuilt.

5.4 CHEMICAL GROUTING OF MANHOLES & LIFT STATIONS

- A. Manholes and lift stations that exhibit moderate to severe groundwater infiltration will require the use of chemical injection grouting to arrest leakage prior to rehabilitation. The Contractor will submit said structures to the City of Pinellas Park for approval of the grouting procedure prior to commencement of work.
- B. Materials, additives, mixture ratios, and procedures utilized for the grouting process shall be in accordance with the grout manufacturer's recommendations.
- C. The following properties shall be exhibited by the grout.
 - 1. Documented service of satisfactory performance in similar usage.
 - 2. Controllable reaction times and shrinkage through the use of chemicals supplied by the same manufacturer. The minimum set time shall be established so that adequate grout travel is achieved.
 - 3. Resistance to chemicals: to most organic solvents. Mild acids and alkali.
 - 4. The chemical shall be essentially non-toxic in a cured form.

5. Sealing material shall not be rigid or brittle when subjected to dry atmosphere. The material shall be able to withstand freeze/thaw and moving load conditions.
 6. Acrylate grouts may not be used.
- D. Mixing and handling of chemical grout, which may be toxic under certain conditions shall be in accordance with the recommendations of the manufacturer and in such a manner to minimize hazard to personnel. It is the responsibility of the Contractor to provide appropriate protective measures to ensure that chemicals or gels are handled by authorized personnel in the proper manner. All equipment shall be subjected to the approval of the City of Pinellas Park. Only personnel thoroughly familiar with the handling of the grout material and additives shall perform the grouting operations.
 - E. Injection holes shall be drilled through the manhole wall at locations as recommended by the grout manufacturer.
 - F. Grout shall be injected through the holes under pressure with a suitable probe. Injection pressure shall not cause damage to the manhole structure or surrounding surface features. Grout shall be injected through the lowest holes first. The procedure shall be repeated until the manhole is externally sealed with grout.
 - G. Grouting from the ground surface shall not be allowed.
 - H. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes, if necessary to ensure grout travel.
 - I. Injection holes shall be cleaned with a drill and patched with a waterproof quick setting mortar for brick and concrete manholes.

PART 6 – INSPECTION AND PERFORMANCE TESTING

6.1 PROTECTIVE LINER INSPECTION

- A. After the specified repair and rehabilitation work has been completed, the manhole or lift station shall be visually reviewed and tested by the Contractor in the presence of the City. Visual review shall be for water tightness against leakage of water into the structure. All visible leaks and defects observed during the review shall be repaired to the City's satisfaction at no additional expense to the City. There shall be no visible infiltration.

6.2 PROTECTIVE LINER PERFORMANCE TESTING

- A. In addition to the visual inspection, each completed manhole will be subjected to the following in-field performance testing requirements as a prerequisite for Contractor payment.
- B. The applicable and required performance testing method will be dependant upon the appropriate Condition Assessment based repair method.
- C. All equipment, materials, and work associated with the prescribed performance testing requirements shall be at the sole expense of the Contractor.

6.3 CONDITION II APPLICATIONS – CEMENTITIOUS LINERS

- A. All Condition I and II applications (stand alone cementitious liners) shall be tested per ASTM Designation C 1244 – Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test.
- B. All pipes entering the manhole should be plugged, taking care to securely brace the plug from being drawn into the manhole.
- D. A vacuum pump apparatus shall be placed onto the manhole ring and sealed to the structure in accordance with the pump manufacturers' recommendations. A vacuum pump of ten (10) inches of mercury shall be drawn and the vacuum pump shut off.

- E. With the pressure relief valves closed, the time shall be measured for the vacuum to drop to (9) inches. The following table depicts the minimum allowable test times (in seconds) for manhole acceptance at the specified vacuum drop.

Manhole Depth (Feet)	Time (Seconds)		
	<u>48" Diameter</u>	<u>60" Diameter</u>	<u>72" Diameter</u>
4	10	13	16
8	20	26	32
12	30	39	48
16	40	52	64
20	50	65	80
24	60	78	96
Add for 2ft. more depth:	5	6.5	8

- E. Manholes that fail the vacuum test shall be reworked and re-tested by the contractor at no additional compensation until the test is passed. Any manholes that are visually leaking, or otherwise deemed unacceptable, or fail or vacuum test, shall be completely re-sprayed and re-tested at no additional expense to the City until accepted by the City of Pinellas Park.

END



www.vac-vision.com

"EXHIBIT C"
TR #12923

March 22nd, 2017

Mr. Jerry Robinson
10101 State Street
Tamarac, FL 33321

Re: Cooperative Purchasing / City of Pinellas Park Contract # 14/013

Mr. Robinson:

I am writing this letter per your request and the request of the City of Tamarac. VacVision Environmental LLC is prepared to enter into a contract with the City of Tamarac for manhole rehabilitation services outlined in our proposal to you dated 3/22/17. Our pricing is derived from our annual City of Pinellas Park Contract # 14/013. VacVision is willing to extend the same services as outlined in the above-mentioned contract to the City of Tamarac. We will conform to the same specifications and project requirements as outlined in the documents.

Should you have any questions or need additional information, please don't hesitate to contact me at 813.751.5652. We look forward to serving you and the citizens of Tamarac.

Regards,

A handwritten signature in blue ink, appearing to read "Wesley A. Kingery", is written over the printed name.

Wesley A. Kingery
Managing Partner

Corporate Office:

10200 US Highway 92 East | Tampa, FL 33610
P: 813.626.0700 | F: 813.626.0777

South Carolina Office:

201 East North Street, Suite 214 | Greenville, SC 29601
P: 864.236.7478 | F: 813.626.0777



VacVision Environmental LLC

10200 US Hwy 92 E

Tampa, FL 33610

Phone (813) 626-0700

Fax (813) 626-0777

DATE: 3/22/2017
 CUSTOMER: City of Tamarac
 PROJECT: Annual Sanitary Sewer Rehabilitation

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PAY ITEM QUANTITY	UNIT OF MEASURE	Pinellas Park Contracted Price	TOTAL PRICE
2	High Pressure Water Blasting (Minimum 3000 psi) of Existing Substrate	110,478	SF	\$ 8.50	\$ 939,059.60
3	Cementitious Manhole Liner Furnish & Install - Condition I (Minimum 1.0 - Inch cementitious Application)	109,724	SF	\$ 1.75	\$ 192,017.00
5	Epoxy Manhole Coating Minimum .125-inch epoxy application	753.6	SF	\$ 1.00	\$ 753.60
10	Rebuild Bench and Invert	1466	EA	\$ 300.00	\$ 439,800.00
	Performance Bond (2%)	1	LS	\$ 31,432.60	\$ 31,432.60
				Total	\$ 1,603,062.80

Proposal Notes:

Proposal based off of City of Pinellas Park Contract

Assumptions for pay item 2,3, & 5 are that the manholes are 6' depth. We multiplied the depth times 12.56 sf assuming that all manholes are 4' diameter

Submitted by: Wesley A. Kingery Managing Member

Date: 3/22/2017

If you find the above proposal satisfactory, please provide a purchase order number, sign and return the original to us.

To schedule the above services, please fax the signed proposal to us and contact our office as soon as possible.

Purchase order number _____

Submitted to: Accepted this _____ day of _____, 20_____

 Signature of Purchaser

 Printed Name and Title

BID 14/013
MANHOLE REHABILITATION PROGRAM
SUMMARY FORM(S)

MOBILIZATION					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Lump Sum	Mobilization – Applied to individual work orders with <750 s.f. in coating work	\$ 1.00	\$ 1.00
SURFACE PREPARATION (MANHOLE & LIFT STATION)					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2	20,000	Sq. Ft.	High pressure water blasting (minimum 3000 psi) of existing substrate.	\$ 8.50	\$ 170,000.00
CEMENTITIOUS MANHOLE LINER FURNISH & INSTALL (PER CONDITION ASSESSMENT)					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
3	20,000	Sq. Ft.	Condition I – minimum 1.0 - inch cementitious application.	\$ 1.75	\$ 35,000.00
4	5,000	Sq. Ft.	Condition II – minimum 1.5 - inch cementitious application.	\$ 1.00	\$ 5,000.00
EPOXY MANHOLE COATING					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
5	2,500	Sq. Ft.	Minimum 0.125 – inch epoxy application. (125 mills)	\$ 1.00	\$ 2,500.00
BYPASS PUMPING OF SANITARY SEWERS					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
6	1	Per Day	Manhole Bypass Pumping 6" Quiet Flow (500 GPM)	\$ 1.00	\$ 1.00
7	1	Per Day	Manhole Bypass Pumping 8" Quiet Flow (1500 GPM)	\$ 1.00	\$ 1.00
8	1	Per Day	Manhole Bypass Pumping 10" Quiet Flow(2500 GPM)	\$ 1.00	\$ 1.00
9	1	Per Day	Lift Station Bypass Pumping (3000 GPM)	\$ 1.00	\$ 1.00
CONTINUED NEXT PAGE					

BID 14/013
MANHOLE REHABILITATION PROGRAM
SUMMARY FORM(S)

MANHOLE BENCH & INVERT REPAIR					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
10	1	Each	Rebuild existing manhole bench & invert channel (4' dia. manhole)	\$ 300.00	\$ 300.00
11	1	Each	Rebuild existing manhole bench & invert channel (5' dia. manhole)	\$ 300.00	\$ 300.00
12	1	Each	Rebuild existing manhole bench & invert channel (6' dia. manhole)	\$ 300.00	\$ 300.00
MANHOLE LEAK REPAIR - (CHEMICAL GROUTING)					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
13	5	Per Gal.	Chemical grouting of manholes and lift stations.	\$ 50.00	\$ 250.00
MANHOLE FRAME & COVER REMOVE & REPLACE					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
14	1	Each	Manhole frame and cover, remove and replace	\$ 350.00	\$ 350.00
MAINTENANCE OF TRAFFIC					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
15	5	Lump Sum	Maintenance of Traffic	\$ 1.00	\$ 5.00
END					
PLEASE PLACE TOTAL ON THE TOTAL BID PROPOSAL FORM					

Tampa Bay Times

Published Daily


St. Petersburg, Pinellas County, Florida

STATE OF FLORIDA
COUNTY OF Pinellas

} s.s.

Before the undersigned authority personally appeared J. Murry who on oath says that he/she is Legal Clerk of the *Tampa Bay Times* a daily newspaper published at St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: PINELLAS PARK: BID 14/013: MANHOLE REHABILITATION PROGRAM was published in said newspaper in the issues of Classified Fullrun, 1/17/2014.

Affiant further says the said *Tampa Bay Times* is a newspaper published at St. Petersburg, in said Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as second class mail matter at the post office in St. Petersburg, in said Pinellas County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he /she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


 Signature of Affiant

Sworn to and subscribed before me
this 17th day of January A.D.2014


 Signature of Notary Public

Personally known X or produced identification _____

Type of identification produced _____

CITY OF PINELLAS PARK
ADVERTISEMENT FOR BID

The City of Pinellas Park will accept
sealed bids until THURSDAY, FEBRUARY
06, 2014 at 10:00 A.M. for Bid 14/013:

**Manhole
Rehabilitation Program**

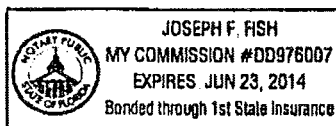
City Project 14/013 - Manhole Rehabilitation Program, consists of the furnishing of all services, labor, materials, equipment and construction under Contract 14/013. This Contract is for a one(1) year contract period, with a maximum of four additional one-year renewal options.

Instructions to obtain Bid forms, specifications and plans:
<http://www.pinellas-park.com/E-Services>, scroll down to Purchasing, BIDS/RFP, select Bids and Bid 14/013.

Technical questions regarding this bid may be asked of Jim Davis, Sewer Services Coordinator at (727) 541-0771.

City of Pinellas Park,
Purchasing Division
(1004097504)

1/17/2014





tampabay.com

P.O. Box 175

St. Petersburg, FL 33731-0175

Toll Free Phone (877) 321-7355

AD SALES HOURS

M-TH 7:30-6:30

FRI 7:30-5:30

CUSTOMER SERVICE HOURS

M-F 8:00-5:00

NON-CONTRACT INVOICE

<i>Advertising Run Dates</i>	<i>Advertiser / Client Name</i>
1/17/2014-1/17/2014	City of Pinellas Park
<i>Billing Date</i>	<i>Customer Account</i>
01/20/2014	1000056993
<i>Total Amount Due</i>	<i>Invoice Number</i>
207.02	I1004097504-0117

19

PAYMENT DUE UPON RECEIPT

Start	Stop	Invoice Number	Class	Description	P.O.	Inserts	Size	Amount
1/17	1/17	I1004097504-0117		LEG101- City of Pinellas Park Adv		1	34 Li	205.02
				Fullrun				
				Internet				
				MaterialItem				2.00



tampabay.com

P.O. Box 175

St. Petersburg, FL 33731-0175

Toll Free Phone: (877) 321-7355

NON-CONTRACT INVOICE

<i>Advertising Run Dates</i>	<i>Advertiser / Client Name</i>	
1/17/2014-1/17/2014	City of Pinellas Park	
<i>Billing Date</i>	<i>Sales Rep Name or Number</i>	<i>Customer Account</i>
01/20/2014	Johnnie	1000056993
<i>Total Amount Due</i>	<i>Customer Type</i>	<i>Invoice Number</i>
207.02	Non-Contract	I1004097504-0117

Thank you for your business.

DO NOT SEND CASH BY MAIL
PLEASE MAKE CHECK PAYABLE TO:
TIMES PUBLISHING COMPANY

PLEASE SEE REVERSE SIDE OF FORM
FOR CREDIT CARD INFORMATION

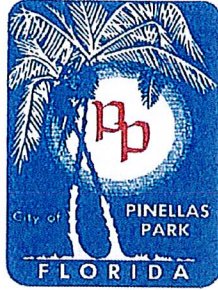
City Of Pinellas Park
Attn: Debbie Cason
P.O. Box 1100
Pinellas Park Fl 33780-1100

Amount Due: 207.02

001100409750400117000207027

City of
PINELLAS PARK

5141 78th AVENUE • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 541-0700

FAX • (727)-541-0877

SUNOM • 969-1011

March 7, 2014

Vac Vision Environmental, LLC.
10200 US Highway 92 East
Tampa, FL 33610

Re: **BID NUMBER 14/013 MANHOLE REHABILITATION PROGRAM**

NOTICE TO PROCEED

Dear Mr. Kingery,

This letter constitutes an official NOTICE TO PROCEED and to commence work on the above referenced project within ten (10) days of receipt of this Notice to Proceed. This notice authorizes initiation of construction of the above mentioned project.

All work must be performed in accordance with this Contract, #14/013.

If you have any questions regarding this matter, please advise.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. M. Davis', is written over a horizontal line.

Jim Davis
Sewer Division

Enclosure

cc: Public Works Administrator
Utilities Director / Asst. Public Works Admin.
Purchasing Division

Pinellas Park, FL 33780-3138

CHANGE ORDER NO.: 1

Original Contract Amount\$ 214,010.00


Previous Change Orders: Approved _____ No. _____ Amount (+/-) _____
 Approved _____ No. _____ Amount (+/-) _____
 Approved _____ No. _____ Amount (+/-) _____

To (Contractor): Vacvision Environmental, LLC

Tampa, FL 33610

Item No.	Description of Change(s)	Decrease Contract	Increase Contract
1	25% Increase to contract amount (maximum allowed by contract)		53,502.50
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
TOTALS			53,502.50
NET CHANGE: Percent Increase: 25.0% Amount:			53,502.50

Recommended by: JMD Date 3/7/14
Designee (City Manager Appointed)

Accepted by:  Date 2/13/14
Contractor

Approved by: B. J. BOLD Date 3/7/14
Public Works Administrator

Rev. 08/00

BID NUMBER.....: 14/013
BID DESCRIPTION...: MANHOLE REHABILITATION PROGRAM
BID DATE (MMDDYY): 02/06/2014
BID TIME.....: 10:00 AM

BIDDERS NAME -----	BID ITEM -----	BID AMOUNT -----
VACVISION ENVIRONMENTAL LLC	001	214,010.00
SELECT ENVIRONMENTAL SERVICES	001	249,475.00
HINTERLAND GROUP INC	001	260,550.01
ROWLAND INC	001	290,201.00
MORRIS & ASSOCIATES INC	001	363,986.50
SOUTHERN ROAD & BRIDGE LLC	001	420,404.99
ALTAIR ENVIRONMENTAL GROUP	001	478,375.00
DAVIS CONCRETE INC	001	** NO BID **

TOTAL BIDS --> 8

**“BACKUP #2”
TR #12923
CITY OF PINELLAS PARK, FLORIDA
REGULAR COUNCIL MEETING
MINUTES**

February 27, 2014
Council Chambers

Meeting was called to order at 7:30 P.M.

PRESENT: Mayor, Sandra L. Bradbury
Councilman, Rick Butler
Councilwoman, Patricia F. Johnson
Vice-Mayor, Jerry A. Mullins
Councilman, William E. Taylor

ABSENT: NONE

Also present were: Attorney, Susan Churuti – City Manager, Doug Lewis – Assistant City Manager/Community Development Administrator, Patrick Murphy – Government Relations Administrator, Tim Caddell – Police Chief, Dorene Thomas – Fire Chief, Guy Keirn – Public Works Administrator, Bart Diebold – Library and Recreation Services Administrator, Debra Rose – IT Administrator, Dan Speaker – Office of Management and Budget Administrator, Dan Katsiyiannis – Neighborhood Services Administrator, Susan Walker – Finance Administrator, Sonny Kotala – Human Resources Administrator, John Moore – Assistant Human Resources Administrator, Lisa Hendrickson – Assistant Police Chief, Michael Haworth – Police Captain, Kevin Riley – Police Captain, Michael Berger – Police Lieutenant, Anthony Russo – Police Sergeant, Adam Geisenberger – Police Lieutenant, John Hicks – Police Lieutenant, Mike Darroch – Risk Manager, Darrel Gwinn – Zoning Director, Dean Neal – Fleet Maintenance Director, Chris Marinari – Recreation Director, Anthony Mulkey – Community Business Coordinator, Amanda Converse – Public Activities Manager, Joel Garren – Government Relations Specialist, Pam Roberts – City Clerk, Diane M. Corna, and Senior Office Specialist, Nichole Orr.

INVOCATION was given by Pastor Bernard Davis, The Worship Center.

PLEDGE OF ALLEGIANCE was led by Council.

I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS

SERVICE AWARD – 20 YEARS
Fire District Chief, Mike Elder

SERVICE AWARD – 10 YEARS
Parks Maintenance Worker, Arnaldo Vega

DEPARTMENT PRESENTATION
Police Department

II. PUBLIC COMMENT AND CORRESPONDENCE

NONE

STAFF MEMBERS AND CITIZENS WERE SWORN IN FOR QUASI-JUDICIAL ITEMS.

III. APPROVAL OF MINUTES

Approval of Regular Council Minutes of February 13, 2014, as on file in the City Clerk's Office.

MOTION was made by Councilman Butler, and **SECONDED** by Vice-Mayor Mullins to **APPROVE** the Regular Council Minutes of February 13, 2014, as on file in the City Clerk's Office.

Roll Call Vote:

Voting Yea: Councilman, Rick Butler
Councilwoman, Patricia F. Johnson
Vice-Mayor, Jerry A. Mullins
Councilman, William E. Taylor
Mayor, Sandra L. Bradbury

Voting Nay: None

Absent: None

Abstaining: None

MOTION CARRIED UNANIMOUSLY

IV. PUBLIC HEARINGS

◆ COMMUNITY DEVELOPMENT

- P1 **ORDINANCE NO. 3871 AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, RESCINDING ORDINANCE NUMBER 1617, AS AMENDED AND COMMONLY REFERRED TO AS THE DEVELOPMENT ORDER FOR GATEWAY CENTRE DEVELOPMENT OF REGIONAL IMPACT; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (MS 2013-57 – HARDY HUNTLEY-GATEWAY LLC)**

CONTINUED PUBLIC HEARING, SECOND AND FINAL READING

The developer of Gateway Centre DRI, Hardy Huntley-Gateway LLC, is hereby requesting the rescission of the DRI development order pursuant to and consistent with Chapter 2011-129 LAWS OF FLORIDA. The State of Florida is essentially saying that areas of the State that qualify as "dense urban land areas" may govern these large developments through their respective Comprehensive Plans and Land Development Regulations without the oversight of the State or Regional Planning Councils. Furthermore, the statute requires local governments to rescind Developments Orders, if requested to do so by the owner/developer, provided that all required mitigation for existing development has been accomplished. Rescission of the development order does not relieve the owner/developer of compliance with the Declaration of Covenants, Conditions and Restrictions for Gateway Centre that controls land uses and sets forth design criteria. At its meeting of January 2, 2014, the Planning and Zoning Commission recommended approval of the ordinance.

Attorney Churuti read Ordinance No. 3871 by title only. Mayor Bradbury opened the Public Hearing at 8:16 P.M.

There were no comments or objections.

MOTION was made by Councilman Butler, and **SECONDED** by Vice-Mayor Mullins to **TABLE** Ordinance No. 3871, to the City Council Meeting of March 27, 2014.

Roll Call Vote:

Voting Yea: Councilman, Rick Butler
Councilwoman, Patricia F. Johnson
Vice-Mayor, Jerry A. Mullins
Councilman, William E. Taylor
Mayor, Sandra L. Bradbury

Voting Nay: None

Absent: None

Abstaining: None

MOTION CARRIED UNANIMOUSLY

P2 **ORDINANCE NO. 3872 AN ORDINANCE AMENDING CHAPTER 18, SECTION 18-1501.5, LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK CODE OF ORDINANCES AND CITY ZONING MAP BY REZONING A CERTAIN PARCEL OF LAND FROM “MXD” MIXED USE DISTRICT TO “B-1” GENERAL COMMERCIAL DISTRICT FOR A PARCEL OF LAND GENERALLY LOCATED AT 7550 60TH WAY AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (Z 2014-02, Arlington Garden, LLC)**

PUBLIC HEARING, SECOND AND FINAL READING

The applicant is requesting consideration of a rezoning from “MXD” Mixed Use District to “B-1” General Commercial District or a zoning classification of a lesser intensity as identified by Chapter 18, Land Development Code, of the City of Pinellas Park for a .93 acre parcel of land generally located at 7550 60th Way in order to expand an existing ALF facility.

The abutting Zoning Districts are: to the north, “P” Public District; to the south, “B-1” General Commercial District; to the east, “R-6” Multifamily Residential/ Commercial District and to the west, “R-6” Multifamily Residential/ Commercial District. Subject to any matters that may be discussed at the hearing, staff has not identified any inconsistencies with the Comprehensive Plan. The proposal should have no adverse effect on adopted levels of service for City infrastructure. At its meeting of January 2, 2014, the Planning and Zoning Commission recommended APPROVAL of the rezoning based on the application’s consistency with the review criteria of Section 18-1539.3. (B) 1-10.

Attorney Churuti read Ordinance No. 3872 by title only. Mayor Bradbury opened the Public Hearing at 8:17 P.M.

Zoning Coordinator Neal gave a presentation on Ordinance No. 3872.

Robert Pergolizzi, Gulf Coast Consulting, 13825 Icot Blvd, Clearwater, gave a presentation on Ordinance No. 3872.

Public Hearing was closed at 8:20 P.M.

MOTION was made by Councilman Butler, and **SECONDED** by Vice-Mayor Mullins to **PASS** Ordinance No. 3872.

Roll Call Vote:

Voting Yea: Councilman, Rick Butler
Councilwoman, Patricia F. Johnson
Vice-Mayor, Jerry A. Mullins
Councilman, William E. Taylor
Mayor, Sandra L. Bradbury

Voting Nay: None

Absent: None

Abstaining: None

MOTION CARRIED UNANIMOUSLY

P3 **ORDINANCE NO. 3873 AN ORDINANCE AMENDING CHAPTER 18, SECTION 18-1501.5, LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK CODE OF ORDINANCES AND CITY ZONING MAP BY REZONING A CERTAIN PARCEL OF LAND FROM "CH" HEAVY COMMERCIAL DISTRICT TO "M-1" LIGHT INDUSTRIAL DISTRICT FOR A PARCEL OF LAND GENERALLY LOCATED AT 12200 BELCHER ROAD AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (Z 2014-03, 12200 Belcher, LLC)**

PUBLIC HEARING, SECOND AND FINAL READING

The applicant is requesting consideration of a rezoning from "CH" Heavy Commercial to "M-1" Light Industrial District, or a zoning classification of a lesser intensity as identified by Chapter 18, Land Development Code, of the City of Pinellas Park for a parcel of land generally located at 12200 Belcher Road.

The abutting Zoning Districts are: to the north, "County C-3" Commercial District; to the south, "P" Public District; to the east, "M-1" Light Industrial District and to the west, "County R-3" Single Family Residential District. The request appears to be consistent with the Comprehensive Plan and should not unduly burden adopted levels of service for City infrastructure. Subject to any matters that may be discussed at the hearing, staff has not identified any inconsistencies with the Comprehensive Plan. At its meeting of January 2, 2014, the Planning and Zoning Commission recommended APPROVAL of the requested rezoning.

Attorney Churuti read Ordinance No. 3873 by title only. Mayor Bradbury opened the Public Hearing at 8:21 P.M.

Zoning Director Neal gave a presentation on Ordinance No. 3873.

Public Hearing was closed at 8:23 P.M.

MOTION was made by Councilman Butler, and **SECONDED** by Vice-Mayor Mullins to **PASS** Ordinance No. 3873.

Roll Call Vote:

Voting Yea: Councilman, Rick Butler
Councilwoman, Patricia F. Johnson
Vice-Mayor, Jerry A. Mullins
Councilman, William E. Taylor
Mayor, Sandra L. Bradbury
Voting Nay: None
Absent: None
Abstaining: None

MOTION CARRIED UNANIMOUSLY

◆ **OMB**

P4 ORDINANCE NO. 3874 AMENDING ORDINANCE 3858 ADOPTING THE BUDGET FOR FISCAL YEAR 2013/2014.

PUBLIC HEARING, SECOND AND FINAL READING

In the General Fund, adjustments have been made for position changes and pension contribution. In the Water and Sewer Fund, adjustments have been made for pension contribution. In the Community Redevelopment Fund, adjustments have been made for unanticipated expenditures for the 5600 block of Park Boulevard. In the Capital Equipment Replacement Fund, adjustments have been made for pension contribution and IT software/hardware. In the Capital Improvement Fund, adjustments have been made to carry balances forward from prior-year projects and to allocate additional funds to several projects. Overall the City's budget for this year will increase by \$3,618,408.

Attorney Churuti read Ordinance No. 3874 by title only. Mayor Bradbury opened the Public Hearing at 8:24 P.M.

Office of Management and Budget Administrator Katsiyiannis gave a presentation on Ordinance No. 3874.

Public Hearing was closed at 8:25 P.M.

MOTION was made by Councilman Taylor, and **SECONDED** by Councilwoman Johnson to **PASS** Ordinance No. 3874.

Roll Call Vote:

Voting Yea: Councilman, Rick Butler
Councilwoman, Patricia F. Johnson
Vice-Mayor, Jerry A. Mullins
Councilman, William E. Taylor
Mayor, Sandra L. Bradbury

Voting Nay: None

Absent: None

Abstaining: None

MOTION CARRIED UNANIMOUSLY

V. CONSENT AGENDA

◆ PUBLIC WORKS

- C1 AUTHORIZATION TO PURCHASE UNDER FLORIDA SHERIFF'S ASSOCIATION, FLORIDA ASSOCIATION OF COUNTIES AND FLORIDA FIRE CHIEF'S ASSOCIATION CONTRACT 13-11-0904**
- One 100 kw Mobile Generator – For Sewer Division

The Sewer Division has identified the need to provide emergency power service at high demand lift stations during power outages. Lift Station 27, located in the Mainlands Subdivision, is one such lift station. The purchase of this generator will ensure uninterrupted service to this lift station. The amount budgeted for the purchase is \$70,000.00 as shown on page 390 of the of the adopted FY 13/14 budget. The account to be charged is 301-381-5-755-14.

Authorization to purchase under Florida Sheriff's Association, Florida Association of Counties and Florida Fire Chief's Association, Contract– 13-11-0904 one 100 KW mobile generator, including options, from Tradewinds Power Corp., Miami, Florida, at a total cost of \$69,949.00 to be charged to the appropriate account.

C2 AUTHORIZATION TO PURCHASE UNDER FLORIDA SHERIFF'S ASSOCIATION, FLORIDA ASSOCIATION OF COUNTIES AND FLORIDA FIRE CHIEFS' ASSOCIATION CONTRACT 13-11-0904 - One 250kw Fixed Site Generator And Construction Services– For Sewer Division

The Sewer Division has identified the need to replace an existing 250kw fixed facility generator located at Lift Station #1, 8401 66th Street. The existing generator is beyond its accepted life cycle of 20 years and needs to be replaced. The replacement of the generator will ensure uninterrupted service at this lift station, which serves approximately half of all the City's customers. The amount budgeted for the purchase is \$115,000.00 as shown on page 390 of the adopted FY 13/14 budget. The account to be charged is 301-381-5-756-05.

Authorization to purchase under Florida Sheriff's Association, Florida Association of Counties and Florida Fire Chief's Association, Contract 13-11-0904 one 250kw fixed site generator, including construction services, from Tradewinds Power Corp., Miami, Florida, at a total cost of \$74,857.00 to be charged to the appropriate account.

C3 AWARD OF BID AND APPROVE CHANGE ORDER NO. 1 FOR 14/013 – MANHOLE REHABILITATION PROGRAM – VacVision Environmental, LLC.

Bids were legally advertised and bid invitations were mailed to 228 perspective bidders. Seven (7) bids were received with VacVision Environmental, LLC., 10200 US Highway 92 E, Tampa, FL 33610 being the low bidder with a bid submittal of \$214,010.00. The amount budgeted for this project is \$300,000.00 (pg. 389 of the FY 13/14 adopted budget). This project will be charged to account 301-381-5-780-54. The bid amount is \$85,990.00, or 28.7% below the budgeted amount. It is recommended that Change Order No. 1 be approved along with the award of bid, increasing the contract amount by 25%, or \$53,502.50 for a total adjusted contract amount of \$267,512.50 in order to take advantage of attractive bid pricing. This will allow for approximately 40 additional sanitary sewer manholes to be rehabilitated.

Authorization to award Bid 14/013 for the Manhole Rehabilitation Program, including up to four (4) renewals to VacVision Environmental, LLC. Tampa, FL, and approve Change Order No. 1, including subsequent renewals, increasing the contract by \$53,502.50, for a total adjusted contract amount of \$267,512.50 to be charged to the appropriate account.

**C4 AWARD OF BID 14/003 – 49TH STREET / COUNTY ROAD 611 MEDIAN LANDSCAPE IMPROVEMENTS 62ND AVENUE TO LAKES BOULEVARD –
Buccaneer Landscape Management Corporation**

Bids were legally advertised and bid invitations were mailed to 119 prospective bidders. Five (5) bids were received with Buccaneer Landscape Management Corporation (P.O. Box 2453, Pinellas Park, FL) being the low bidder with a bid submittal of \$132,396.12 for project construction. Buccaneer Landscape Management Corporation was also low bid on an additional bid item for project watering with a low bid of \$6,250.00. The total award of bid is \$138,646.12. This project will be charged to account 301-781-5-623-89. The amount budgeted for this project is \$163,000.00 found on page 385 of the FY 13/14 adopted budget.

Authorization to award bid 14/003 for 49th Street Median Landscape Improvements from 62nd Avenue to Lakes Boulevard to Buccaneer Landscape Management Corporation, Pinellas Park FL in the amount of \$138,646.12.

C5 AUTHORIZATION FOR FINAL PAYMENT ON RAINBOW TURF POUR-IN-PLACE RUBBER SAFETY SURFACING UNDER MANATEE COUNTY SCHOOL BID#11-0014-MR FOR BRODERICK PARK— Advanced Recreational Concept, LLC., Melbourne, FL

This action is recommended so that final payment can be processed and the contract completed. The total amount of contract is \$22,127.26 and the final payment is to be charged to account 301-781-5-789-63. The budgeted amount \$90,000 on page 386 of 13/14 budget book.

Authorization to make the final payment for purchase of safety surfacing and installation under Manatee County School Bid #11-0014-MR, from Advanced Recreational Concept, LLC., Melbourne, FL, in the amount of \$22,127.26 to be charged to the appropriate account.

**C6 AUTHORIZATION FOR FINAL PAYMENT ON PLAYGROUND EQUIPMENT UNDER ST. JOHN'S COUNTY CONTRACT #11-60 FOR BRODERICK PARK
— Advanced Recreational Concept, LLC., Melbourne, FL**

This action is recommended so that final payment can be processed and the contract completed. The total amount of Contract #11-60 is \$49,760.74 and the final payment is to be charged to account 301-781-5-789-63. The budgeted amount \$90,000 on page 386 of 13/14 budget book.

Authorization to make the final payment for purchase of playground and fitness equipment under St. John's County Contract #11-60, to Advanced Recreational Concepts, LLC., Melbourne, FL, in the amount of \$49,760.74 to be charged to the appropriate account.

C7 AUTHORIZATION TO PURCHASE UNDER FLORIDA SHERIFF'S ASSOCIATION, FLORIDA ASSOCIATION OF COUNTIES AND FLORIDA FIRE CHIEF'S ASSOCIATION, CONTRACT 13-21-0904-49313-QE510 – One 2014 Dodge Charger – For Police Department

This 2014 Dodge Charger for the Police Department is a replacement for asset 12224. This new vehicle will be used daily by the CIS Section of the Police Department in performing routine duties throughout the City. The amount budgeted in account 501-212-5-661-09 for this expenditure is \$33,400 and can be found on page 398 of the 13/14 budget book.

Authorization to purchase under Florida Sheriff's Association, Florida Association of Counties and Florida Fire Chief's Association, Contract 13-21-0904-49313-QE510 – One 2014 Dodge Charger for the Police Department from Auto Nation Chrysler Dodge Jeep Ram, Pembroke Pines, Florida, at a total cost of \$21,889 to be charged to the appropriate account.

C8 AUTHORIZATION TO PURCHASE UNDER FLORIDA SHERIFF'S ASSOCIATION, FLORIDA ASSOCIATION OF COUNTIES AND FLORIDA FIRE CHIEF'S ASSOCIATION, CONTRACT 13-21-0904-QE065-QE510 – One 2014 Ford Fusion – For Police Department

This 2014 Ford Fusion for the Police Department is a replacement for asset 11953. This new vehicle will be used daily by the CIS Section of the Police Department in performing routine duties throughout the City. The amount budgeted in account 501-212-5-661-09 for this expenditure is \$33,400 and can be found on page 398 of the 13/14 budget book.

Authorization to purchase under Florida Sheriff's Association, Florida Association of Counties and Florida Fire Chief's Association, Contract 13-21-0904-QE065-QE510 – One 2014 Ford Fusion for the Police Department from Hub City Ford, Crestview, Florida, at a total cost of \$16,971 to be charged to the appropriate account.

C9 AUTHORIZATION TO PURCHASE UNDER FLORIDA SHERIFF'S ASSOCIATION, FLORIDA ASSOCIATION OF COUNTIES AND FLORIDA FIRE CHIEF'S ASSOCIATION, CONTRACT 13-11-0904-QE510 – One 2014 Menzi M-3 Multi-Purpose Excavator – For Transportation / Stormwater Division

This 2014 Menzi M-3 Multi-Purpose Excavator is a replacement for asset 13096. This new Menzi Excavator will be used by the Transportation / Stormwater Division for work throughout the City. The amount budgeted in account 501-414-5-661-09 for this expenditure is \$374,500 and can be found on page 399 of the 13/14 budget book.

Authorization to purchase under Florida Sheriff's Association, Florida Association of Counties and Florida Fire Chief's Association Contract 13-11-0904-QE510 – One 2014 Menzi M-3 Excavator for the Transportation / Stormwater Division from Menzi USA Sales, Inc., at a total cost of \$374,130 to be charged to the appropriate account.

C10 AUTHORIZATION TO PURCHASE UNDER FLORIDA SHERIFF'S ASSOCIATION, FLORIDA ASSOCIATION OF COUNTIES AND FLORIDA FIRE CHIEF'S ASSOCIATION, CONTRACT 13-21-0904-QE065-QE510 – Seven (7) 2014 Ford Utility Vehicles (K8A) – For Police Department

The seven (7) 2014 Ford Utility Vehicles for the Police Department are replacements for assets 12842, 13009, 13019, 13379, 13831, 13834 and 14105. These seven (7) new vehicles will be used daily by the Patrol Section of the Police Department in performing routine duties throughout the City. The amount budgeted in account 501-212-5-661-09 for this expenditure is \$277,325 and can be found on page 398 of the 13/14 budget book.

Authorization to purchase under Florida Sheriff's Association, Florida Association of Counties and Florida Fire Chief's Association, Contract 13-21-0904-QE065-QE510 – Seven (7) 2014 Ford Utility Vehicles for the Police Department from Don Reid Ford, Inc., Maitland, Florida, at a total cost of \$25,291 per vehicle for a total cost of \$177,037 to be charged to the appropriate account.

C11 AUTHORIZATION TO PURCHASE UNDER NY STATE CONTRACT PC 65329 – Two (2) Starcraft Prodigy 14 Passenger Buses – For Recreation Services

The two (2) Starcraft Prodigy 14 Passenger Buses for Recreation Services are a replacement for asset 13043 and an addition to the fleet. These two (2) new buses will be used by Recreation Services in performing routine duties throughout the City. The amount budgeted in accounts 501-735-5-661-09 and 501-733-5-661-09 for this expenditure is \$55,000 for each bus and can be found on page 398 and 400 of the 13/14 budget book.

Authorization to purchase under NY State, Contract PC 65329 – Two (2) Starcraft Prodigy 14 Passenger Buses for Recreation Services from Don Brown Bus Sales, Inc., Johnstown, NY, at a total cost of \$44,202.50 per bus for a total cost of \$88,405 to be charged to the appropriate accounts.

C12 AUTHORIZATION TO PURCHASE UNDER FLORIDA SHERIFF'S ASSOCIATION, FLORIDA ASSOCIATION OF COUNTIES AND FLORIDA FIRE CHIEF'S ASSOCIATION, CONTRACT 13-21-0904-QE065-QE510 – One 2014 Ford Escape – For Police Department

This 2014 Ford Escape for the Police Department is an addition to the fleet. This new vehicle will be used daily by the CIS Section of the Police Department in performing routine duties throughout the City. The amount budgeted in account 501-212-5-661-09 for this expenditure is \$33,400 and can be found on page 398 of the 13/14 budget book.

Authorization to purchase under Florida Sheriff's Association, Florida Association of Counties and Florida Fire Chief's Association, Contract 13-21-0904-QE065-QE510 – One 2014 Ford Escape for the Police Department from Don Reid Ford, Inc., Maitland, Florida, at a total cost of \$18,423 to be charged to the appropriate account.

◆ **COMMUNITY DEVELOPMENT**

C13 APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY THOMAS A. & MARY C. GIAMBARBEREE (AX14-6) — Annexation of 1.78 acres MOL located at 7630 Cumberland Road

This is a voluntary annexation of 1.78 acres MOL of contiguous residential property located at 7630 Cumberland Road in the Bardmoor Subdivision. The Owner's single family home is located on this site.

Thomas A. & Mary C. Giambarberee 7630 Cumberland Road	City Projected Annual Revenue	City Funds Expended	City Fees Waived
1-Year Projected Total	\$1603.59	\$0.00	\$0.00
There are no special provisions in this Annexation Petition.			

The voluntary annexation of 1.78 acres MOL of property owned by Thomas A. & Mary C. Giambarberee and located at 7630 Cumberland Road.

C14 ORDINANCE NO. 3875 AN ORDINANCE AMENDING THE LAND USE PLAN MAP FOR THE CITY OF PINELLAS PARK BY PROVIDING FOR A CHANGE IN THE LAND USE FROM RESIDENTIAL URBAN (RU) TO RESIDENTIAL MEDIUM (RM) ON A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 7600 78TH AVENUE (LUPA 2014-01 – Morningdew, LLC/Constance Paiu)

**FIRST READING PRIOR TO PUBLIC HEARING
(FINAL PUBLIC HEARING - May 8, 2014)**

The applicant is requesting consideration of a proposed amendment to the Comprehensive Land Use Plan Map from Residential Urban (RU) to Residential Medium (RM), or a land use designation of lesser intensity as identified in the City's adopted Comprehensive Plan for a parcel of land totaling 3.076 acres generally located at 7600 78th Avenue. A companion rezoning from "F" Farm to "R-6" Multi-family Residential/Commercial District is requested under a separate agenda item. The applicant is proposing an expansion of a currently nonconforming Assisted Living Facility. The number of client beds for such a facility is governed by the residential density available to the parcel in the assigned Future Land Use classification. This parcel was annexed into the city by Ordinance #1809, approved October 27, 1988. A different owner attempted to amend the future land use to Institutional with a companion rezoning to "P" Public but was narrowly denied by City Council on April 27, 2000 (Ordinance Nos. 2718 and 2719). Subject to any matters that may be discussed at the hearing, staff has not identified any inconsistencies with the Comprehensive Plan. The proposal should have no adverse effect on adopted levels of service for City infrastructure. Surrounding land uses are: to the north, single family residential; to the south, vacant agricultural land under County jurisdiction; to the east, single family dwellings and to the west, Auto Auction. At their meeting of February 6, 2014, the Planning and Zoning Commission recommended approval of the amendment.

Attorney Churuti read Ordinance No. 3875 by title only.

- C15 ORDINANCE NO. 3876 AN ORDINANCE AMENDING CHAPTER 18, SECTION 18-1501.5, LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK CODE OF ORDINANCES AND CITY ZONING MAP BY REZONING A CERTAIN PARCEL OF LAND FROM “F” FARM DISTRICT TO “R-6” MULTI-FAMILY RESIDENTIAL/COMMERCIAL DISTRICT FOR A PARCEL OF LAND GENERALLY LOCATED AT 7600 78TH AVENUE NORTH AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (Z 2014-01, Morningdew, LLC)**

**FIRST READING PRIOR TO PUBLIC HEARING
(Public Hearing, May 8, 2014 - QUASI- JUDICIAL)**

The applicant is requesting consideration of a rezoning from “F” Farm District to “R-6” Multifamily Residential / Commercial District or a zoning classification of a lesser intensity as identified by Chapter 18, Land Development Code, of the City of Pinellas Park for a 3.076 acre parcel of land generally located at 7600 78th Avenue in order to expand an existing ALF facility.

The abutting Zoning Districts are: to the north, “County CR” Commercial Recreation; to the south, “R-1” Single Family Residential District; to the east, “RPUD” Residential Planned Unit Development / Single Family Residential and to the west, “CH” Commercial Heavy District. The request appears to be consistent with the Comprehensive Plan and should not unduly burden adopted levels of service for City infrastructure. At its meeting of February 6, 2014, the Planning and Zoning Commission recommended APPROVAL of the rezoning based on the application’s consistency with the review criteria of Section 18-1539.3. (B) 1-10.

The City Attorney read Ordinance No. 3876 by title only.

- C16 ORDINANCE NO. 3877 ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 7630 CUMBERLAND ROAD (THOMAS A. & MARY C. GIAMBARBEREE AX14-6)**

FIRST READING, PRIOR TO PUBLIC HEARING

This is a voluntary annexation of 1.78 acres MOL of contiguous residential property located at 7630 Cumberland Road in the Bardmoor Subdivision. The Owner’s single family home is located on this site.

Attorney Churuti read Ordinance No. 3877 by title only.

C17 RESIGNATION FROM THE BOARD OF ADJUSTMENT – Dean Braden

There is one vacancy on the Board of Adjustment created by the resignation of Mr. Dean Braden. Mr. Dean Braden was appointed to the Board of Adjustment on May 22, 2012. Mr. Braden submitted his resignation from the Board of Adjustment by letter on January 16, 2014 with his term expiring on December 31, 2015.

With regret, the resignation of Mr. Braden from the Board of Adjustment with his term to expire December 31, 2015.

C18 APPOINTMENT TO PLANNING AND ZONING COMMISSION - Mr. Wayne Davis

A vacancy on the Planning and Zoning Commission was created by the resignation of Ms. Jillian Connolly by e-mail on May 30, 2013, effective June 6, 2013. Her term was to expire on May 31, 2015. The applicant, Wayne Davis, was interviewed by the Commission members during the February 6, 2014 Planning and Zoning Commission meeting and recommended him for appointment with his term to expire on May 31, 2015.

The appointment of Mr. Wayne Davis to serve on the Planning and Zoning Commission with his term to expire on May 31, 2015.

C19 APPOINTMENT TO PLANNING AND ZONING COMMISSION - Mr. Robert Pinion

A vacancy on the Planning and Zoning Commission was created when the term for Ms. Pat Karn expired on July 31, 2013. The applicant, Robert Pinion, was interviewed by the Commission members during the February 6, 2014 Planning and Zoning Commission meeting and recommended him for appointment with his term to expire on February 27, 2017.

The appointment of Mr. Robert Pinion to serve on the Planning and Zoning Commission with his term to expire on February 27, 2017.

◆ HUMAN RESOURCES

C20 RECEIPT OF RESIGNATION FROM PINELLAS PARK GENERAL EMPLOYEES' PENSION BOARD OF TRUSTEES – IDA KASS

Ida Kass has submitted her resignation from the Pinellas Park General Employees' Pension Board of Trustees effective immediately. Ms. Kass has served as a trustee since 2000.

With regret, the resignation of Ida Kass as a Council appointed resident member of the Pinellas Park General Employees' Pension Board of Trustees.

Human Resources Administrator Moore thanked Mrs. Kass for all her hard work.

C21 APPOINTMENT TO PINELLAS PARK GENERAL EMPLOYEES' PENSION BOARD OF TRUSTEES – ONE RESIDENT MEMBER

A vacancy on the General Employees' Pension Board of Trustees was created by the resignation of Ida Kass. The Retirement Services Office advertised to fill the vacancy. Mr. Leon Mascolo submitted his application and expressed his interest in filling this vacancy.

The appointment of Leon Mascolo to the Pinellas Park General Employees' Pension Board of Trustees, to fill the unexpired term of Ida Kass, which expires January 31, 2016.

◆ **IT**

C22 AUTHORIZATION FOR THE PURCHASE OF CISCO Smart-Net Maintenance Renewals- Mainline Information Systems.

Authorization to purchase Cisco Smart-Net Maintenance Renewals under state contract #250-000-09-1 at a cost of \$52,061.05, from (Mainline Information Systems Inc.1700 Summit Lake Drive Tallahassee, FL 32317). This project will be charged to account 501-851-5-451-03

Authorization to purchase Cisco Smart-Net Maintenance Renewals from Mainline Information Systems, Inc. (Tallahassee, FL. 32317) at a total cost of \$52,061.05 to be charged to the appropriate account.

C23 AUTHORIZATION FOR THE PURCHASE OF GOOGLE MAIL AND MESSAGE DISCOVERY LICENSING - Daston Corporation.

Authorization to purchase from Daston Corporation (2010 Corporate Ridge Suite 750, McLean VA. 22102). Four hundred forty eight (448) Google Mail Licenses, under GSA contract # GS35F0555K at a cost of \$19,152.00 to be charged to Account # 501-851-5-331-09 and Four hundred forty eight (448) Google Message Discovery Licenses under GSA contract # GS35F0555K at a cost of \$11,088.00 to be charged to account # 501-851-5-621-08 for a total cost of \$ 30,240.00

Authorization to purchase Google Mail Licenses and Google Message Discovery from Daston Corporation. (McLean VA. 22102) at a total cost of \$ 30,240.00 to be charged to the appropriate accounts.

◆ **POLICE**

C24 AUTHORIZATION TO FUND THE PURCHASE OF FIFTEEN (15) IN CAR RADIOS.

The Police Department maintains in car radios for our marked police vehicles. Over the years we have not replaced or ordered new radios as hand held radios have met our demands. With the challenges of an updated radio system and a changing fleet of vehicles, we are in need of back filling these vacancies with new in car radios. Chief Thomas is requesting the funding necessary for this project in the amount of \$55,519.95. The radios are a sole source item and will be purchased from a local vendor, Motorola Solutions.

Authorization to fund the purchase of fifteen (15) Astro Digital APX6500 single band 700/800MHZ with 05 APX Control Head, remote mount mobile in car radios. The total cost will be \$55,519.95 and the purchase will be funded from the Capital Equipment Replacement Fund.

C25 AUTHORIZATION TO FUND THE PINELLAS PARK POLICE EXPLORER POST # 912 TO ATTEND THE FLORIDA ASSOCIATION OF POLICE EXPLORERS 2014 STATE COMPETITION.

Authorization to appropriate \$3,664.00 from the confiscated property fund as a donation to send Pinellas Park Police Explorer Post # 912, to Florida Association of Police Explorers (F.A.P.E.) State Competition 2014. The competition is where our youths will be participating in different competitive events, competing against other explorer posts from Florida pursuant to Florida Statute 932.7055(5)(c1), this is to certify that this proposed expenditure complies with the State required provisions for expenditure of these funds.

Authorization to fund in the amount of \$3,664.00 from the Confiscated Property Fund, for the purpose of donating funds which would allow the Pinellas Park Police Explorer Post #912 to participate in the 2014, Florida Association of Police Explorers (F.A.P.E.) State Competition.

◆ **LIBRARY AND RECREATION**

C26 RESIGNATION OF LIBRARY BOARD MEMBER - Deborah Gray

Deborah Gray has resigned from the Library Board due to outside obligations. Ms. Gray has been an active member of the Board since August 1990, and her contributions will be missed. The term for this position expires June 30, 2014.

With regret, the resignation of Deborah Gray from the Library Board, effective February 6, 2014.

C27 APPOINTMENT OF TEEN LIBRARY BOARD MEMBER - Ryan Kovacsev

Ryan Kovacsev was interviewed by the Pinellas Park Library Board at their meeting on February 6, 2014. The Library Board recommends that Mr. Kovacsev be appointed to serve as a Teen Board Member.

The appointment of Mr. Ryan Kovacsev as a Teen Board Member to serve for a term expiring on June 30, 2015.

MOTION was made by Councilwoman Johnson to Pass, Approve or Adopt, whichever is appropriate, Items C1 through C27 inclusive, with Items C14, C15, and C16 being First Reading Prior to Public Hearing, and **SECONDED** by Councilman Taylor.

Roll Call Vote:

Voting Yea: Councilman, Rick Butler
 Councilwoman, Patricia F. Johnson
 Vice-Mayor, Jerry A. Mullins
 Councilman, William E. Taylor
 Mayor, Sandra L. Bradbury
Voting Nay: None
Absent: None
Abstaining: None

MOTION CARRIED UNANIMOUSLY

VI. REGULAR AGENDA

NONE

VII. MISCELLANEOUS

M1 EQUESTRIAN

Councilwoman Johnson stated the Pinellas Park Police Equestrian Speed Show is Saturday, March 1, 2014, and the Equestrian BAHA show is Sunday, March 2, 2014, both events are being held at Helen Howarth Park, 6301 94th Avenue.

M2 CHILI BLAZE

Councilman Butler provided information on purchasing Chili Blaze shirts.

M3 PINELLAS PARK THUNDERBIRDS

Vice-Mayor Mullins stated many Pinellas Park Thunderbird cheerleaders are cheering during the off season.

M4 PRIDE IN THE PARK

Assistant City Manager Murphy provided information on the Pride in the Park permit fee waivers.

M5 GRAND OPENING

Community Business Coordinator Converse stated the Professional Entrepreneurs of Pinellas Park will have a grand opening at the Pinellas Park Office Suites, 5663 Park Boulevard Friday, March 15, 2014 from 11:00 a.m. to 2:00 p.m.

Councilwoman Johnson stated the Office Suites have given opportunities to new business owners and brought business into the City.

Councilman Butler stated the 5600 Block Pinellas Park Office Suites have been a great improvement to the City.

M6 ANNOUNCEMENTS

Neighborhood Services Administrator Walker stated Community Compliance Specialist Mike Nielson was named Employee of the Year today.

Mayor Bradbury stated the City was awarded the Distinguished Budget Presentation Award from the Government Finance Officers' Association.

M7 EVENTS

Mayor Bradbury provided information on upcoming City events.

ADJOURNMENT

Mayor Bradbury adjourned the meeting at 8:57 p.m.

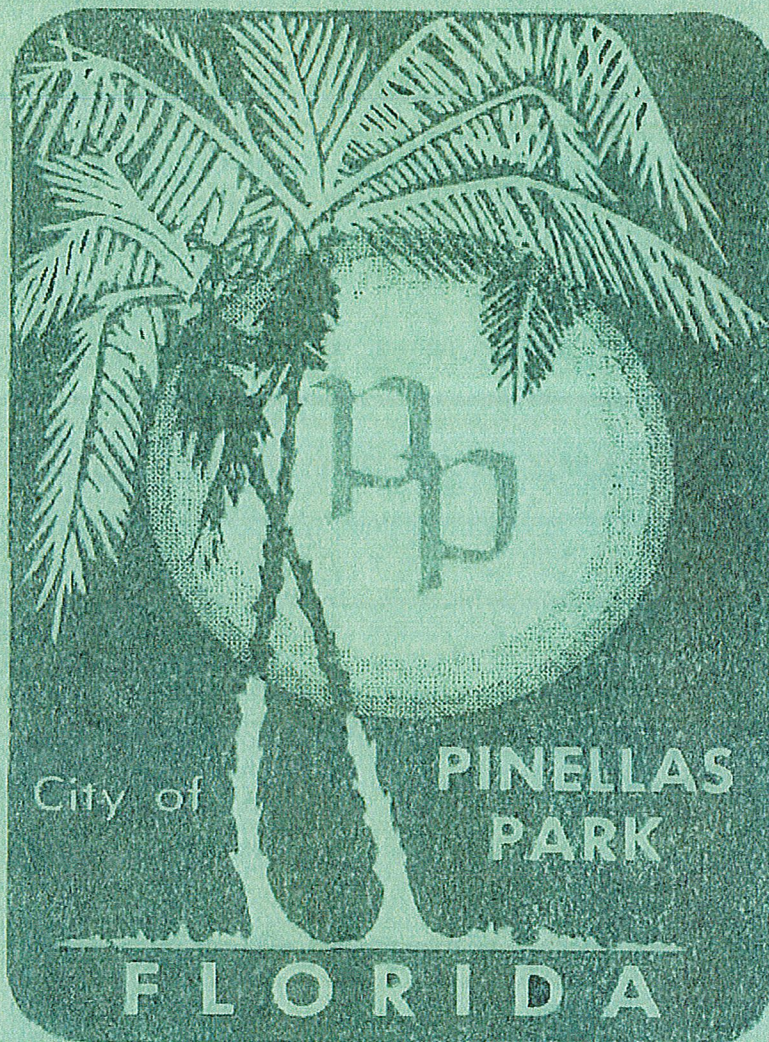
Attest:

Diane M. Corna
City Clerk

Sandra L. Bradbury
Mayor

/nlo

CITY OF PINELLAS PARK



BID 14/013

MANHOLE REHABILITATION PROGRAM

SEWER SERVICES DIVISION



**IT IS YOUR RESPONSIBILITY TO
RE-VISIT THIS SITE FOR ANY/ALL
ADDENDA OR ADDITIONAL
INFORMATION REGARDING THIS
BID.**

*Please call the City of Pinellas Park, Purchasing Division at 727-541-0750
for problems downloading these bid documents.*

STANDARD CONSTRUCTION SPECIFICATIONS COMPONENT SECTIONS

Advertisement for Bids

Notice of Bid

Information for Bidders

General Conditions

Insurance Requirements

Hold Harmless Agreement

Bid Proposal Form(s)

Summary Form(s)

Measurement & Payment

Construction Contract

Florida Trench Safety Act Acknowledgement

Contractor's Affidavit

Contractor's Release

Public Entity Crimes Statement

Public Construction Bond

Statement of Surety

Special Provisions

Specifications

City of

PINELLAS PARK

PURCHASING DIVISION
P.O. BOX 3138
PINELLAS PARK, FL 33780-3138



FLORIDA

PHONE • (727) 541-0750

FAX • (727)-541-0850

CITY OF PINELLAS PARK ADVERTISEMENT FOR BID

The City of Pinellas Park will accept sealed bids until **THURSDAY, FEBRUARY 06, 2014 at 10:00 A.M.** for **Bid 14/013:**

MANHOLE REHABILITATION PROGRAM

City Project 14/013 – Manhole Rehabilitation Program, consists of the furnishing of all services, labor, materials, equipment and construction under Contract 14/013. This **Contract is for a one(1) year contract period, with a maximum of four additional one-year renewal options.**

Instructions to obtain Bid forms, specifications and plans:

<http://www.pinellas-park.com/>

E-Services, scroll down to Purchasing, BIDS/RFP, select Bids and Bid 14/013.

Technical questions regarding this bid may be asked of Jim Davis, Sewer Services Coordinator at (727) 541-0771.

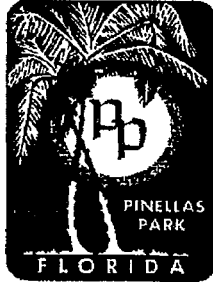
City of Pinellas Park
Purchasing Division

To appear as a **FULL RUN** in the St. Petersburg Times Editions Friday, **JANUARY 17, 2014.**

City of

PINELLAS PARK

PURCHASING DIVISION
P.O. BOX 3138
PINELLAS PARK, FL 33780-3138



FLORIDA

PHONE • (727) 541-0750

FAX • (727)-541-0850

CITY OF PINELLAS PARK NOTICE OF BID 14/013

Date: January 17, 2014

To: All Interested Bidders

The City of Pinellas Park will accept sealed bids for:

MANHOLE REHABILITATION PROGRAM

until, **THURSDAY, FEBRUARY 06, 2014 at 10:00 A.M.,** at which time all bids will be publicly opened and read aloud in the Purchasing Division Conference Room at 8000 60th Street, Pinellas Park.

City Project 14/013 – Manhole Rehabilitation Program, consists of the furnishing of all services, labor, materials, equipment and construction under Contract 14/013. This **Contract is for a one(1) year contract period, with a maximum of four (4) additional one-year renewal options.**

Technical questions regarding this bid contact, Jim Davis, Sewer Services Coordinator at (727) 541-0771.

All proposals must be accompanied by a certified check, bank draft, or bid bond in the sum of five percent (5%) of the base bid, made payable to the City of Pinellas Park, which check, draft, or bid bond shall be a guarantee that should the proposal be accepted, the bidder will, within ten days after the acceptance of the proposal, enter into a contract with the City of Pinellas Park for the services proposed to be performed and will at that time furnish a contract surety bond in the amount of one hundred percent (100%) of the contract, made payable to the City of Pinellas Park, Florida, which bond shall be adequate to guarantee the faithful performance of the contract. **All Surety Bonds including but not limited to Bid Bonds, Performance Bonds and Payment Bonds must be signed by a Florida resident or Florida non- resident licensed agent in accordance with Florida Statue 626.112.** All Florida resident or Florida non-resident licensed agents must be licensed, appointed and approved by the Florida Department of Financial Services to transact business in Florida on behalf of the Surety Company. Merely, providing a power of attorney letter is not in accordance with Florida Statue 626. **If the City determines that any/all bond(s) are not valid, the bidder will have Forty Eight (48) hours to submit a valid bond(s) or certified check.**

ALL BIDDERS MUST SUBMIT ONE (1) ORIGINAL AND TWO (2) COPIES OF YOUR BID PROPOSAL FORM(S), CRIMES ENTITY, BID BOND AND ANY/ALL ATTACHMENTS, to the Purchasing Division, located at 8000 60th Street, Pinellas Park by THURSDAY, FEBRUARY 06, 2014 at 10:00 A.M.

NOTE: FAILURE TO SUBMIT ALL REQUESTED ORIGINAL DOCUMENTS AND COPIES ON TIME COULD RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.

Bid forms and specifications are attached to this letter, please complete all forms.

Bids may be withdrawn prior to the date of opening, but no bid may be withdrawn for a period of 60 days after the date of the opening of bids.

Sealed bids shall be either hand-delivered or delivered by carrier service to the City of Pinellas Park, Purchasing Division, 8000 60th Street North, Pinellas Park, FL 33781. Any bids received after the specified time and date will not be considered. Unsealed bid envelopes will not be accepted.

Note: PLAINLY MARK THE FRONT OF YOUR BID ENVELOPE

"SEALED BID 14/013

MANHOLE REHABILITATION PROGRAM"

ALL BIDS MUST BE SEALED – DO NOT EMAIL/FAX/ETC., ANY BID PROPOSAL

The City of Pinellas Park is not responsible for the United States Mail, or private couriers or messengers in regard to bids being delivered by the specified time so that they may be considered.

The City of Pinellas Park reserves the right to utilize any applicable Government contract(s) in lieu of or in addition to this bid.

All bidders are invited to be present at the public bid opening, which will be held in the Purchasing Division Conference Room, 8000 60th Street N., Pinellas Park, Florida, on **THURSDAY, FEBRUARY 06, 2014 at 10:00 A.M.**. However, no award of bid will be made at that time. A tabulation of all bids received must be prepared and presented to the City Manager and City Council for final approval, prior to award of bid. The City of Pinellas Park reserves the right to reject any or all bid proposals received, to waive any irregularities in proposals received and to make the award of bid on whatever best serves the interest of the City.

All submitted bids will be considered the property of the City of Pinellas Park.

Your action in submitting a bid is sincerely appreciated.

Purchasing Division
City of Pinellas Park

INFORMATION FOR BIDDERS

INDEX

Paragraph
Number

- 1 Conditions of Work
- 2 Qualifications of Bidders
- 3 Preparation of Bids
- 4 Bid Security
- 5 Receipt and Opening of Bids
- 6 Analysis of Bid Prices
- 7 Changes in Project Scope
- 8 Right to Accept and Reject Bids
- 9 Acceptance of Bid and Award of Contract
- 10 Security for Faithful Performance

INFORMATION FOR BIDDERS

1. CONDITIONS OF WORK

- 1.1 Each bidder shall have read and be thoroughly familiar with the Drawings, Specifications, General Conditions, Detailed Specifications and other Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to furnish all supervision, labor, material, and equipment necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid. No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect. The Owner/Designee makes no representations other than those stated or shown directly in the Contract Documents. In case there is any item in the Drawings, Specifications, or other Contract Documents which is not clear to the Bidder or which may, in his opinion, be impossible to comply with, the Bidder is urged to immediately notify the Owner/Designee. If it is considered necessary and time permits, an addendum will be forwarded to each holder of the Drawings and Specifications to clarify the question. However, notwithstanding the foregoing, bidders may not rely on verbal information furnished by any Designee or Employee of the City. All requests for information must be made in writing, addressed to "Owner's Purchasing Director" or his Designee.
- 1.2 The bidder, by and through the submission of his bid, agrees that he shall be held responsible for having theretofore examined the site, the location, and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions, and all other physical characteristics of the work in order that he may include in the prices which he bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation, or replacement of any objects or obstructions which will be encountered in doing the proposed work.

2. QUALIFICATIONS OF BIDDERS

- 2.1 Bidders shall have received drawings and specifications from the Purchasing Division. The Owner/Designee may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner/Designee any additional information and financial data for this purpose as the Owner/Designee may request. The data shall include a detailed and up-to-date list of plans and equipment the bidder proposes to use, indication of which portions he already possesses and a detailed description of the method and program of the work he proposes to

follow. A pre-award inspection of the bidder's facility may be made prior to the award of the contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods, and/or services as described in this bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City of Pinellas Park, Florida.

- 2.2 The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a bidder, including past performance and experience with the City and any other governmental entity within the State of Florida in making the award in the best interest of the City.
- 2.3 The City may require bidders to show proof that they have been designated as an authorized representative of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the bidder's proposal may render the bid non-responsive.
- 2.4 The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment and organization. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment and organization which would have been necessary during the bid evaluation in order to comply with this demonstration of competency section.

3. PREPARATION OF BIDS

- 3.1 Bids must be submitted upon the prescribed forms. All blank spaces must be filled in as noted, in ink or typed, in both words and figures, if applicable, with amounts extended and totaled; and no changes shall be made in the phraseology of the forms or in the items mentioned therein. In case of any discrepancy between the written amounts and the figures, the written amounts shall govern. Any bid may be deemed non-conforming which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the several

items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

3.2 The time of completion of the work performed under the contract will be the number of calendar days stated from the date of the Notice to Proceed. The bidder shall sign his bid in the blank space provided therefore. If the bid is made by a partnership or corporation, the name and addresses of the partners or officers must be entered on the form. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers thereof.

4. BID SECURITY

Each bid must be accompanied by a deposit of not less than five (5) percent of the amount of the gross sum named in the bid. The deposit shall consist of a certified check, cashiers check, or bid bond payable to the Owner. Within sixty **60 days** after the formal opening of bids, checks or bid bonds, will be returned except the bid security of the successful bidder. The bid security of the successful bidder will be returned to him without interest when the Contract has been approved and executed.

5. RECEIPT AND OPENING OF BIDS

Sealed bids will be received as stated in the "Notice of Bid" and then publicly opened and read aloud. Bids shall be made on the forms enclosed and submitted in a sealed envelope addressed as indicated in the "Notice of Bid."

6. ANALYSIS OF BID PRICES

Before award of the Contract, if requested, any bidder shall furnish to the Owner an analysis of his bid prices.

7. CHANGES IN PROJECT SCOPE

The bidder is advised that the Owner/Designee reserves the right to delete or add to any item or items of the work, which, in his opinion, is in the best interest of the City. Assurance is granted that such change will not exceed twenty-five percent (25%) of the Contract award.

8. RIGHT TO ACCEPT AND REJECT BIDS

The Owner/Designee reserves the unqualified right, in the Owner/Designee's sole and absolute discretion, to reject any and all bids, which in the Owner/Designee's sole and absolute judgment will, under all circumstances, best serve the public interest. A

bid may not be accepted from, nor any contract awarded to, any person or firm, which is in default or in arrears to the City of Pinellas Park upon any debt or contract or which is in default as a surety or otherwise in default upon any obligation to the City of Pinellas Park.

9. ACCEPTANCE OF BID AND AWARD OF CONTRACT

Within sixty (60) days after the opening bids, the Owner/Designee will accept one of the bids or will act in accord with paragraph 8 of this "Information for Bidders." The acceptance of the bid will be by notice in writing signed by the Owner/Designee and mailed to or delivered at the office designated in the bid.

10. SECURITY FOR FAITHFUL PERFORMANCE

- 10.1 Simultaneously with his delivery of the executed Contract, the successful bidder shall deliver to the Owner/Designee an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing equipment, supplies or materials in connection therewith, and have as Surety thereon such company or companies approved by the Owner/Designee and authorized to transact business in the state where the work is located.
- 10.2 If within ten (10) days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the Contract and to furnish the required Contractor's bond and insurance policies properly signed by the Contractor, Insurance Company and the Surety or Sureties satisfactory to the Owner/Designee, the bidder shall be deemed to be in default, and the Owner/Designee will retain his bid security as liquidated damages, but not as a penalty.
- 10.3 If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners; if a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts in the Contract. Each executed bond shall be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer, or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney or other certificate of authority of its agent, officer, or representative was issued.

GENERAL CONDITIONS INDEX

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2-1-3	Preconstruction Conference
2-1-4	Notice to Proceed
2-1-5	Progress and Control of the Work
2-1-6	Prosecution of Work
2-1-7	Workmanship, Materials and Workmen
2-1-8	Delays and Extensions of Time
2-1-9	Rights and Responsibilities of the Owner During Construction
2-1-10	Responsibilities of the Contractor
2-1-11	The Authority and Duties of the City Manager's Designee
2-1-12	Work by Others
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2-1-28	Salvaged Equipment and Materials

GENERAL CONDITIONS

2-1-1 DEFINITIONS AND TERMS

The terms used in these specifications are defined as follows:

OWNER:	CITY OF PINELLAS PARK PINELLAS COUNTY, FLORIDA
CONTRACTOR:	The person, firm, or corporation with whom this Contract is executed by the Owner.
DESIGNEE:	The City Manager of the City of Pinellas Park, or the person so designated in writing by him.
SUBCONTRACTOR:	Any person, firm, or corporation other than the Contractor supplying material, equipment, supplies or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the City.
SURETY:	Any person, firm or corporation that has executed the Contractor's performance bond securing the performance of this Contract.
SPECIFICATIONS:	The detailed written description of the work.
DRAWINGS:	The drawings listed and described in the Contract Documents.
PROJECT:	The entire construction or installation to be performed as set forth in the Contract Documents.
NOTICES AND CLAIMS:	A notice is defined to be information rendered by either party to the other upon a condition becoming known, pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the contractor to the Designee must be in writing and promptly presented. If none is so made, it is irrefutably presumed not to have been given by the Contractor to the Designee.
OWNER'S ADDRESS FOR NOTICES:	City of Pinellas Park Purchasing Division P.O. Box 3138 Pinellas Park, FL 33780-3138

2-1-2 DRAWINGS

(a) Checking of Drawings and Dimensions

The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Designee in writing of any discrepancies. Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall be like effect as if shown or mentioned in both.

Figures marked on drawings shall, in general, be followed in preference to scale measurements. Large-scale drawings shall, in general, govern small-scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby. When dimensions on the drawings are affected by the type of equipment selected, the Contractor shall adjust such dimensions as conditions may require.

(b) Copies of Drawings and Specifications Furnished

The Designee will furnish to the Contractor, free of charge, three (3) copies of drawings and specifications necessary for the execution of the work. Additional copies of the plans and specifications may be obtained from the Designee upon payment of reproduction costs. One complete set of all drawings and specifications provided to the Contractor as aforementioned shall be maintained at the job site by the Contractor and shall be available to the Designee at all times.

2-1-3 PRECONSTRUCTION CONFERENCE

Prior to starting the work, a preconstruction conference will be held to review the work schedules, to establish procedures for handling Shop Drawings and other submissions, for processing Periodic Pay Estimates, and such other matters as may be pertinent to the Project.

2-1-4 NOTICE TO PROCEED

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with notice from the Designee to commence work. The Notice to Proceed will include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice and following a preconstruction conference. The contract time shall begin ten (10) days after the date of the Notice to Proceed.

2-1-5 PROGRESS AND CONTROL OF THE WORK

(a) Schedules and Progress Reports

The Contractor must submit a proposed schedule of the work at the preconstruction conference. The proposed schedule shall be submitted in electronic file format utilizing Microsoft Project format or other Owner approved equal electronic file format, and shall include a schedule and charts of work to

be performed. The purpose of this schedule is to enable the Owner and the Designee to govern the work, to protect the functions of the City and its citizens, and to aid in providing appropriate supervision. The Designee shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, and the approximate number of crews and equipment to be used. The Designee, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Designee with each monthly pay request a summary report of the progress of the various parts of the work under the Contract, in fabrications and in the field, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Designee's review and approval. Additional detailed schedules may be required by the Designee for daily traffic control.

(b) Approval of Subcontracts

The Contractor shall, as soon as practicable after the signing of the Contract and prior to the preconstruction conference, notify the Designee in writing of the names of subcontractors proposed for the work and shall not employ any that have not been approved by the Designee and/or the Owner in writing.

The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors, suppliers, materialmen, laborers, equipment providers, etc., of persons either directly or indirectly employed, used, authorized, or utilized by the Contractor, Subcontractors, materialmen, laborers, suppliers, equipment providers, etc. Nothing contained in the Contract documents shall create any contractual relation between any subcontractor, materialmen, laborers, suppliers, equipment providers, etc. (and any person/entity either directly or indirectly employed, authorized, utilized, or used by any of them) and the Owner.

2-1-6 PROSECUTION OF WORK

The work shall be executed at such time and in or on such part or parts of the project with such forces of workmen, materials, and equipment as may be ordered by the Designee, in writing, to complete the project as contemplated in the drawings, specifications, contract, and schedules, including such detailed drawings as may be furnished by the Designee from time to time during the prosecution of the work in explanation of said drawings. If, at any time, the materials and appliances to be used appear to the Designee as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order, but the failure of the Designee to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract. The Contractor shall perform the work and take such precautions as he may deem necessary to

complete the project so all work will be in first class and acceptable condition within the Contract time according to the schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall submit application to the Designee, but he shall allow ample time to enable satisfactory arrangements to be made for inspecting the work in progress. The Designee may grant permission unless local regulations prohibit such work. If granted permission, the Contractor shall comply with all regulations and legal requirements.

2-1-7 WORKMANSHIP, MATERIALS AND WORKMEN

Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose, and acceptable to the Designee. The Designee shall decide the question of equality where the expression "or approved equal" is used in the specifications following reference to a specific manufacturer of equipment or materials. To the extent required by the specifications or by the Designee, the Contractor shall furnish the Designee, for approval, full information concerning the materials or articles or methods of work which he contemplates incorporating in the work, including samples of materials. Articles installed or used or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

The Designee or the Owner may require the contractor to remove from the work such employees as the Designee or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment of the work is deemed to be contrary to the Owner's interest.

2-1-8 DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delays in transportation, unavoidable casualties or by delay authorized by the Designee pending arbitration, or by any cause which the Designee shall decide justifies the delay, then the time of completion may be reasonably extended by the Owner in writing signed by Owner. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Designee within 48 hours of the event or incident causing the delay, and as otherwise provided by the definition of "Notice."

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand in writing for such drawings, and not then unless such claim be reasonable and as otherwise provided by the definition of "Notice."

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents. In the event of any conflict

between the terms or conditions of the Construction Contract and the terms or provisions of these General Conditions, then the Construction Contract shall control.

2-1-9 RIGHTS AND RESPONSIBILITIES OF THE OWNER DURING CONSTRUCTION

(a) Surveys and Lands for Work

The Owner shall provide the lands upon which the work under this Contract is to be done. The Contractor shall provide all necessary additional land required, together with access to same, for the erection of temporary construction facilities and storage of his material. The Owner shall furnish all land survey data available for this project. The Contractor shall employ a surveyor registered in the State of Florida to lay out the work and to certify the As-Built drawings and to reset any survey monument's section corners, etc., which are overlayed or destroyed during paving/milling. The Owner/Designee may waive the above requirement of retainment of a surveyor and certification of the As/Built drawings but only in a writing signed by Owner/Designee.

(b) Use of Completed Portions

The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work, even if possessed or used by Owner, not completed in accordance with the Contract Documents.

(c) The Owner's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.

(d) Defective Materials and Work

All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials whether in place or not, shall be rejected and condemned and shall be immediately removed from the work, unless otherwise permitted. No material, which has been rejected, the defects of which have been corrected or removed, shall be used until written approval has been given by the Designee.

All work, which has been rejected or condemned, shall be remedied or, if deemed necessary, shall be removed or replaced in an acceptable manner by the Contractor at his own expense. Should the Contractor fail to remove rejected materials, or fail or refuse to remedy or replace defective work, the Designee may withhold all payments which are due or will become due, and suspend the work until such orders are complied with.

(e) No Waiver of Rights

No inspection, orders, measurements, or certificates made by the Designee, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the Owner shall operate as a waiver of the conditions of this

contract, or of any right to damages herein provided. No waiver of one breach of the contract shall be construed as a waiver of another breach. Should an error be discovered in the partial or final estimates, or proof of defective work or materials used by the Contractor be discovered after the final payment has been made, the Owner reserves the right to claim and recover, by process of law, such sums as may be sufficient to correct the error or make good the defect in the work and materials.

(f) Suspension of Work

If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, or the Contractor fails to comply with work schedules, the Designee may order the Contractor to stop all work or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of Contract time will be allowed for this suspension.

(g) Termination of the Contract

If the Contractor is adjudged bankrupt or insolvent, or a trustee or receiver is appointed for the Contractor or for any of his property, or he files a petition to take advantage of any debtors act or to reorganize under the bankruptcy or similar laws, or he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment for labor, materials or equipment, or he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or he disregards the authority of the Designee, or he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his SURETY seven (7) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned, leased, possessed or used by the Contractor, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Designee and incorporated in a Change Order.

Where the Contractor's services have been terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor, will not release the Contractor from liability.

In the event the Owner employs an attorney to enforce or construe any provision of the contract documents or to collect damages for Contractor's breach of the contract documents or to recover on the BOND provided in the contract documents, the Contractor and his surety agree to pay the Owner such reasonable attorney's fees, including appellate fees, and costs as the Owner may expend therein. The Contractor and his SURETY, for a specific consideration

the receipt and sufficiency of which is hereby acknowledged, expressly waive any rights or entitlements they may have under Florida Statutes, Section 57.105 (2) pertaining to mutuality of attorney's fees, as it may be amended or replaced, or any similar statute or law. As against the obligations herein contained, the Contractor and his SURETY waive all rights of exemption.

Upon seven (7) days written notice to the Contractor, the Owner, may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five percent (5%) over cost incurred.

The City shall not be required to perform any covenant or obligation in this contract, or be liable in damages to any party hereto, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of god or force majeure. An "act of God" or "force majeure" is defined for the purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents service), acts of the public enemy, wars insurrections and any other cause not reasonably within the control of the City and which by the exercise of due diligence the City is unable, wholly or in part, to prevent or overcome.

2-1-10 RESPONSIBILITIES OF THE CONTRACTOR

(a) Contractor's Representative

The Contractor shall keep on the site, or the work during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Designee. The superintendent shall not be changed except with the consent of the Designee, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall give efficient supervision to the work, using his best skill and attention.

(b) Contractor's Understanding

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and work area in order that he may include in the price which he has bid and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon, and that this contract price is based upon these inspections and examination.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omission in the drawings or in the layout as given by points and instructions, or discovers

unforeseen underground or above ground conditions, or any other unexpected conditions requiring additional work by the Contractor, it shall be his duty to immediately inform the Designee, in writing, and the Designee shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk. See definition of "Notice."

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and measure work already in place, and shall at once report in writing to the Designee any discrepancy between the executed work and the drawings. See definition of "Notice."

(c) Quality of Material, Equipment, or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the Project or incorporated in the work of the Project, or whenever any work performed is of inferior quality, then such material, equipment, or work shall be considered to be defective and shall be removed and replaced, or made satisfactory to the Owner or the Designee, at no cost to the Owner.

(d) Permits, Licenses, and Regulations

Governmental Permits necessary for the prosecution of the work shall be paid for by the City. Contractor shall secure all permits necessary for the prosecution of the work not previously secured by or upon behalf of the City. The Contractor will be responsible for all licenses required to perform necessary work. Easements for permanent structures or utilities shall be secured and paid for by the Owner. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designee in writing and any necessary change shall be adjusted as provided in the Contract under Changes in the Work. If the Contractor performs any work contrary to such law, ordinances, rules, and regulations and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

(e) Protection of Work, Persons, and Property

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall adequately protect adjacent property as provided by law and the Contract documents. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by Public authority or local conditions. He shall provide reasonable maintenance of traffic ways for the Public and preservations of the continuation of the Owner's services to the Public, taking into full consideration all local conditions.

In case of failure on the part of the Contractor to promptly restore damaged property or make good such damage or injury, the Owner may, after 48 hours notice in writing to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due, or which may become due, the Contractor under this Contract.

(f) Scope of the Contractor's Service

Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, electrical power, water, transportation, and other facilities necessary for the execution and completion of the work. In the event the Contractor shall fail at any time to pay for any of the above, the Owner may, at his option, pay for same and charge same to the Contractor.

The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structure, grade lines, and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes, and other controlling points necessary for the proper prosecution of the construction work. These stakes and marks shall constitute the field control by and in accord with which the contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes and marks and if, for any reason, any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor free of charge.

(g) Responsibility for the Work

Prior to the completion of all the work by the Contractor and the acceptance thereof by the Owner, the work shall remain the responsibility of the Contractor, and said Contractor shall be required to repair, replace, renew, and make good at his own expense all damages caused by force, or violence of the elements, or any cause whatsoever, provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned above.

(h) Contractor's Right to Terminate Contract

If the work should be stopped for a period of three (3) months, under an order of any court, or public authority, other than by the Owner, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate his contract and recover from the Owner payment for all work executed and any expense sustained, plus a reasonable profit and damages not to exceed five percent (5%) over cost incurred.

(i) Removal of Equipment

In the case of annulment of this Contract before completion from any cause except as stated above in Subsection 2-1-10 (h), the Contractor, if notified to do so by the Owner, shall promptly remove any or all of his equipment and supplies at his own expense.

(j) Traffic Control

The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures for streets open to the public shall be in accordance with the requirements of the Manual of Uniform Traffic Control Devices (MUTCD) as published by the United States Department of Transportation. Appropriate work-zone traffic control devices shall be used for construction activities within City rights-of-way. All traffic control devices shall be designed, placed, operated and maintained according to MUTCD Standards. When work ceases or is interrupted during non-working hours, such as at night or on

weekends or holidays, inappropriate signs shall be removed or covered. Contractor shall inspect and maintain work zone traffic control devices on a regular basis. This work shall also be performed during non-working hours such as at night, on weekends and on holidays. It shall be the Contractor's responsibility as Bidder to determine these requirements prior to submitting his bid so that his proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour, and protection of traffic. In addition, the contractor shall hire or have on staff a Certified Advanced Level Supervisor (Certified Work Zone Supervisor) recognized by the ATSSA (American Traffic Safety Services Association) or the IMSA (International Municipal Signal Association).

2-1-11 THE AUTHORITY AND DUTIES OF THE CITY MANAGER APPOINTED DESIGNEE

(a) Authority of the Designee

The work shall be subject at all times to the review of the Designee, or his authorized representative. The Designee shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and the acceptable fulfillment of the Contract on the part of the Contractor.

In case of differences between the drawings and specifications, the Designee shall make a determination as to whether the specifications or the drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be presented in writing to the Designee for decision. The Designee's written decision shall be available within a reasonable time, not to exceed five (5) days. All decisions of the Designee shall be final. See definition of Notice.

(b) Inspection and Examination of the Work

The Designee and his authorized representative shall have free access to the project at any time for purposes of inspection, and shall be furnished by the Contractor with facilities to determine, as best as can reasonably be done under the circumstances, the work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing, or removal of portions of finished work.

Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to all or any part thereof, at any time. The number of inspectors will be at the discretion of the Designee. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor's duties to the Owner under these Contract documents. In case any dispute arises between the Contractor and an inspector as to materials furnished or the manner and method of performing the work, the inspector shall have authority to reject materials or work until the question at issue can be referred to and decided by the Designee. An inspector is not authorized to revoke, alter, enlarge, relax, release, or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, materials, or equipment which are contrary to the drawings and specifications nor are any of his actions, authorized or unauthorized, to be so construed.

All materials shall be subject to inspection, examination, and test by the Designee at any time, including and during manufacture and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture, before and/or after they have been incorporated into the work. If the Contractor fails to replace defective work or rejected materials, the Owner, after reasonable notice determined by the Designee, may replace such materials or correct such defective work and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed as noted in these General Conditions.

Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, material, or equipment, or final or interim acceptance of same by the Owner or the Designee, or Certificate of Engineer shall relieve the obligation of the Contractor to the Owner to do the work in a good, workmanlike manner and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

2-1-12 WORK BY OTHERS

The Owner reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

2-1-13 INSURANCE REQUIREMENTS

The following pages numbered 1 through 4 provide further contractual terms and conditions and the insurance required for this Contract, for which the Contractor is responsible.

November 1, 2013

Project # 14/013
Manhole Rehabilitation Program

CITY OF PINELLAS PARK INSURANCE REQUIREMENTS

A. GENERAL CONDITIONS

The Contractor shall not commence work under this Contract until all insurance required has been obtained and such insurance has been approved by the Human Resources Department, nor shall the Contractor allow any subcontractor to commence work on his subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The cost of all insurance shall be included in the Contractor's bid.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Contractor.

The Contractor's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The Contractor's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this Contract.

November 1, 2013

Project # 14/013
Manhole Rehabilitation Program

B. LIMITS OF INSURANCE

GENERAL LIABILITY

- Type - Commercial General Liability (CGL), Occurrence Basis
- Limits - \$1,000,000 General Aggregate
- \$1,000,000 Products Completed/Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

AUTOMOBILE LIABILITY

- Type -Any Auto, Hired autos, and Non-Owned Autos
- Limits - \$1,000,000 Combined Single Limit

WORKERS' COMPENSATION

- Type -Workers' Compensation and Employer's Liability
- Limits -Statutory, Workers' Compensation
\$100,000 Each Accident
\$500,000 Disease - Policy
\$100,000 Disease - Each Employee

EXCESS OR UMBRELLA LIABILITY

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall not be less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.



VACVENV-01

JFAVA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2014

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 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 ASSOCIATES AGENCY, INC. 11470 N 53rd St Temple Terrace, FL 33617	CONTACT NAME:	
	PHONE (A/C, No, Ext): (813) 988-1234 FAX (A/C, No): (813) 988-0989	
INSURED Vacvision Environmental, LLC 10200 E US HWY 92 Tampa, FL 33610	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Southern Owners Insurance Co	10190
	INSURER B: OWNERS INSURANCE CO.	32700
	INSURER C: AUTO OWNERS INSURANCE CO.	18988
	INSURER D: FCCI INSURANCE CO.	10178
	INSURER E: Rockhill Insurance Co	
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		20710123	7/10/2013	7/10/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						\$
		GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY		4770262602	7/10/2013	7/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	4770262601	7/10/2013	7/10/2014	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
						\$
	DED <input checked="" type="checkbox"/> RETENTION \$					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		001-WC13A-60179	7/10/2013	7/10/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Policy		ENVP004427-01	8/10/2013	8/10/2014	Occ \$2,000,000 AGG 2,000,000

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

City of Pinellas Park is an additional insured (Owner) as respects the project #14/013-Manhole Rehabilitation Program .

CERTIFICATE HOLDER**CANCELLATION**City of Pinellas Park
Attn: Human Resources
5141 78th Avenue North
Pinellas Park, FL 33781

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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November 1, 2013

Project # 14/013
Manhole Rehabilitation Program

C. CERTIFICATES OF INSURANCE

Five (5) original signed copies of Certificates of Insurance outlining insurance coverages are to be forwarded to the City's Human Resources Department for approval prior to beginning any work for the City. The following shall be included in all Certificates of Insurance:

1. Under heading "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES" shall read:
"City of Pinellas Park" is named as an Additional Insured (Owner) as respects the project # 14/013 - **Manhole Rehabilitation Program (Required for General Liability only)**
2. Under heading "CERTIFICATE HOLDER" shall read:

City of Pinellas Park
ATTN: Human Resources
5141 78th Avenue North
Pinellas Park, FL 33781

D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In addition to the foregoing insurance requirements, the CONTRACTOR shall execute and deliver an indemnification and hold harmless agreement to the City as shown on the following page.

November 1, 2013

Project # 14/013
Manhole Rehabilitation Program

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

PROJECT/SERVICE CONTRACT NAME: PROJECT # 14/013 – Manhole Rehabilitation Program.

By this agreement, VacVision Environmental LLC, hereinafter "CONTRACTOR", agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act, on the part of the CONTRACTOR, its agents, servants, or employees. CONTRACTOR shall be responsible to the City of Pinellas Park for any damages caused by the CONTRACTOR'S negligence, wrongdoing, misconduct want or need of skill, or default or breach of contract, guarantee or warranty.

Date 2 / 12 / 14

Contractor VacVision Environmental LLC

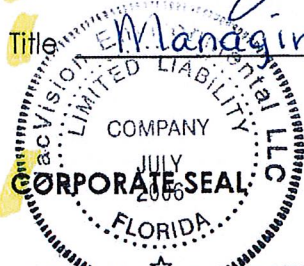
Address 10200 US Hwy 92 E. - Tampa, FL 33610

Print Name Benjamin Roese

Signature [Signature]

Title Managing Member

President, Vice-President, or Treasurer



**RISK MANAGEMENT NEEDS ORIGINAL SIGNED HOLD HARMLESS AGREEMENT
PRIOR TO ANY WORK COMMENCING.**

2-1-14 CHANGES(a) Compliance with Specifications and Drawings

The terms of this Contract, including all specifications, drawings and other Contract Documents, shall be strictly followed by the Contractor unless they are modified in writing by the Owner or the Designee in accordance with these provisions.

(b) Changes in the Work

The Owner or the Designee, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Designee shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, **no extra work or change shall be made unless in pursuance of a written order by the Designee, and no claim for an addition to the Contract sum shall be valid unless so ordered.**

The value of any such extra work or change shall be determined in one or more of the following ways: (a) Contract unit prices, (b) by an agreed lump sum price, or (c) the actual cost of:

- a. Labor, including foremen,
- b. Materials entering permanently into the work,
- c. The ownership or rental cost of construction plant and equipment during the time of use on the extra work,
- d. Power and consumable supplies for the operation of power equipment,
- e. Insurance and Social Security, old age and employment contributions, and
- f. 15% overhead and profit.

As a result of the preceding requirements, a written CHANGE ORDER will be prepared by the Designee in a form to be approved by the Assistant City Manager/Public Works Administrator.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price, and the amount of the applicable bonds shall be adjusted accordingly, unless otherwise provided for in the bond. The Contractor will furnish proof of such adjustment to the Owner.

2-1-15 PAYMENTS TO THE CONTRACTOR(a) Monthly Payments to the Contractor

The Contractor shall plan his work for construction on the basis of twelve (12) monthly provisions of the Contract, the Contractor will, on or about the last day of the pay period, make an approximate estimate, in writing on a form (Application and Certificate for Payment) approved by the Designee, of the proportionate value of the work done, items and locations of the work performed up to and

including the last day of the period then ending. The Designee will then review said estimate and make necessary revisions so that the estimate can receive his approval. If the Contractor and the Designee do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Designee shall be binding. The Contractor may also include in the estimate the value of the materials stored on the job site, provided the Contractor submits copies of paid invoices covering such material. The amount of said estimate after deducting ten percent (10%) and all previous payments shall be due and payable to the Contractor within twenty (20) days after presentation of the estimate to the Owner/Designee. It is understood that payments for material stored do not relieve the Contractor of the responsibility for the care of the materials, and any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodic Pay Estimate signed by the contractor shall be his binding proposal.

(b) Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all material condemned by the Designee as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the CONTRACTOR does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the CONTRACTOR. If the contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction thereof, deduct all the cost and expenses that should have been borne by the Contractor, storage fees and other costs from payment, if any, to the Contractor.

(c) Liens

Neither the final payment nor any part of the remaining accrued retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract or receipts in full in lieu thereof and, in addition thereto in either case, an affidavit that, so far as he has knowledge or information, the release and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Designee to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all money payments that the Owner may pay in discharging such a lien, including all costs, interest and a reasonable attorney's fee.

(d) Final Inspection

When the Contractor has completed work in compliance with the terms of the Contract Documents, he shall notify the Designee in writing that the project is

ready for final inspection. The Designee will then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Designee determines the project or portion thereof is ready for final inspection, the Designee will prepare a list of errors of either commission or omission by the Contractor reasonably observable and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final reinspection will be made. The process will be repeated until, in the opinion of the Designee, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonably be observed and determined under the conditions governing and restricting said final inspection. The Designee will then, pursuant to such inspection and reinspection, certify to the Owner as to completion of final inspection. It is understood that the certification covers only those items, which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry as interpreted by the Designee.

(e) Final Acceptance

When the Designee shall certify completion of the final inspection to the Owner, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence, satisfactory to the Owner's legal advisors, that the Contractor has fully paid all debts for labor, materials, and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has satisfied himself as to compliance with the terms of the Contract and has received certification of final inspection, he will notify the contractor of final acceptance by the Owner.

(f) Final Payment

When final acceptance has been made by the Owner, the Designee will then review the amount of final request for payment and certify the amount of this approval. The Owner will then make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made.

(g) Completion of Contract

The Contract will be considered complete when all work has been finished, the final inspection certified by the Architect/Engineer, the project finally accepted in writing by the Owner, and final payment approved by the Owner.

2-1-16 WARRANTY AND GUARANTEE PROVISIONS

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in this contract shall be, and the same is hereby, guaranteed and warranted by the Contractor for a period of one (1) year from completion of the Contract, as defined in Section 2-1-15(g), to be free from defects due either to faulty materials or equipment furnished, installed, and performed by the Contractor and is warranted and guaranteed by the contractor to the Owner to be such as to meet the required standards and accomplish the purposes and functions of the Project as defined, detailed, and specified in these Contract Documents. The Owner shall give written notice to the Contractor of faulty

materials, equipment, or workmanship within a period of one (1) year following completion of the contract. Any part of the equipment, material, or workmanship which does not comply with the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to and shall not limit any other rights, remedies, or courses of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

Unless otherwise directed in the Special Provisions, the Contractor shall provide a Maintenance Bond in the amount of 10% of the total Contract price for a period of one (1) year after completion of the Contract.

2-1-17 EXISTING UTILITIES

Representation of utilities are shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any additional information and coordinate his construction activities accordingly. Any cost incurred for the protection of and/or damages to existing utilities will be considered as part of the applicable Contract price, and no additional compensation will be paid to the Contractor. If in the judgment of the Designee, it is impossible to construct a given improvement in the location shown on the drawings, as a result of a utility conflict, either the utility owner will move the utility or an appropriate change order for an alternative solution will be executed.

The following is a list of known utilities and their owners:

Electric Towers, Poles, Power Lines & Cables	Progress Energy Corp.
Telephone Poles, Lines & Cables	Verizon of Florida
Water Mains	City of Pinellas Park, City of St. Petersburg & Pinellas County
Sanitary Sewerage	City of Pinellas Park & Pinellas County
Storm Sewerage	FL. Dept. of Transportation, Pinellas County, City of Pinellas Park, & Pinellas Park Water Mgmt. District
Gas Mains	Teco/Peoples Gas Co./Clearwater Gas

Gas Transmission Mains

FL. Gas Transmission Co.,
Safety Harbor

Cable Television

Brighthouse Network

It is the responsibility of the Contractor to contact Sunshine One Call @ 1-800-432-4770 for locations of all utilities prior to any excavation or construction.

2-1-18 CLAIMS AND DAMAGES

(a) Requirement for Notice

Any requirement of the Contract Documents (or) for notice, approval, decision, or direction by the Designee, shall be a condition precedent to be complied with by the Contractor in writing before any claim for extra compensation can be made. See definition of "Notice."

(b) Claims for Extra Cost

If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, he shall give the Designee written notice within a reasonable time after the receipt of such instructions, before proceeding to execute the work, except in emergency endangering life or property. A decision by the Designee will then be made as specified in paragraph 2-1-11 of this Division noting the Authority and Duties of the City Manager Appointed Designee. If this decision requires a change order, the procedure shall be as provided for in Changes in the Work, paragraph 2-1-14 (b) of this Division. See definition of "Notice." No claim shall be valid unless so made.

(c) Claims for Damages

Any claim for damages by the Contractor against the Owner arising under this Contract shall be made in writing within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement validated by change order. Any claim not reported within thirty (30) days shall not be considered valid. See definition of "Notice."

(d) Liquidated Damages

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event, the actual damages for the delay will be impossible to determine, and, in lieu thereof, the Contractor shall pay to the Owner the sum of

Five Hundred Dollars (\$500) for contracts less than One Million Dollars (\$1,000,000) and One Thousand Dollars (\$1,000) for contracts greater than One Million Dollars (\$1,000,000) as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable for the amount thereof.

2-1-19 INTERPRETATION OF CONTRACT

In the event of an ambiguity or a conflict between or among any of the provisions of the Contract Documents, then the interpretation, construction, or provision which is most favorable to the Owner shall be deemed to have superseded and will take precedence over any other construction, interpretation and/or the other provision or provisions in conflict therewith, and shall be binding upon the parties in the same manner as if there were no such ambiguity and/or conflicting provision or provisions.

2-1-20 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he is furnishing. He shall defend all suits or claims for infringement of any patent right, and shall save the Owner harmless from loss on account thereof and cost and attorney's fees incurred therefore.

2-1-21 CLEAN UP

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to their original condition those portions of the site disrupted by the construction. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such manner as to maintain a minimum of nuisance and interference to the Owner, residents, and workers at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be kept clean and free of construction debris on a continuous basis and restored to their original condition as nearly as possible.

2-1-22 SANITARY REGULATIONS

Adequate sanitary conveniences for the use of persons employed on the worksites are required for all construction contracts. These conveniences shall be maintained at all times. Upon completion of the work, they shall be removed from the premises.

2-1-23 INSPECTION

(a) Testing of Materials

The Contractor shall pay for all laboratory tests required at the Project site or for laboratory tests required on materials already delivered to the site. The Contractor shall pay for all laboratory tests that fail to meet the required specifications. Copies of tests or certifications on pipe, brick, or other materials made at the factory shall be furnished in triplicate to the Designee. Test reports

on equipment shall be approved by the Designee before the equipment covered by the tests is delivered to the Project site. Tests requirements are set out in the detailed specifications for the particular material. Retesting of any material, work, or equipment that may have failed any previous test shall be paid for by the Contractor.

(b) Soil Compaction Tests

Soil compaction tests will be paid for by the Owner. Retesting of tests that fail will be paid for by the Contractor.

(c) Inspection

Each step of construction is subject to approval by the Designee prior to proceeding with a subsequent step; however, this shall not relieve the Contractor of the responsibility for delivering to the City a project completed in conformance with the plans and specifications and guaranteed as elsewhere stipulated.

(d) Placing of Concrete

Unless specific permission is granted prior to each occurrence, no concrete shall be delivered to the job site before 8:00 a.m. or after 3:00 p.m.

(e) Weather

Each time, in the opinion of the Designee, inclement weather prevents the Contractor from proceeding with the work for more than one-half (1/2) day, the Owner may add one (1) calendar day to the number of days allowed for completion.

(f) Work Days

The work shall be discontinued Saturdays, Sundays, and all legal and/or City-designated holidays, except for special operations that may be necessary in order to maintain, check, or protect work already performed. If such work, in the opinion of the Designee, will require the presence of a City Inspector, the Contractor shall pay the City for each inspector assigned. All additional inspection and engineering hours required for the project construction will be billed to the Contractor in accordance with the current rates as established in the City's Administrative Fee Schedule as of the date the service is performed.

2-1-24 FAIR LABOR STANDARDS ACT AND MINIMUM WAGE

It shall be the Contractor's responsibility to conform to all provisions of Federal, State, Municipal and Local Laws including but not limited to the FAIR LABOR STANDARDS ACT AND MINIMUM WAGE requirements, rules, laws, and/or regulations.

2-1-25 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

2-1-26 APPRENTICES

In accordance with the spirit of the guidelines provided by Florida Statute Chapter 446, the following requirements to safeguard the welfare of apprentices and trainees shall be a part of this Contract:

(a) Contractor or supplier agrees to make a diligent effort to hire for the performance of the Contract a number of apprentices or trainees in each occupation, which bears, to the average number of journeymen in that occupation to be employed in the performance of the Contract the ratio of at least one apprentice or trainee to every five journeymen.

(b) Contractor or supplier agrees, when feasible, to assure that 25 percent (25 %) of such apprentices or trainees are in their first year of training, except when the number of apprentices or trainees to be hired is fewer than four.

(c) Contractor or supplier agrees to submit, at three-month intervals to the Bureau of Apprenticeship of the Division of Labor, records of employment by trade of the number of apprentices or trainees employed, race of all apprentices, the number of apprentices or trainees in their first year of training, and total hours of work of all apprentices, trainees, and journeymen.

(d) Contractor or supplier agrees to submit to the Bureau of Apprenticeship of the Division of Labor, at three-month intervals, a statement describing steps taken toward making a diligent effort in the hiring of apprentices and trainees and containing a breakdown by craft of hours worked and wages paid for first-year apprentices or trainees, other apprentices or trainees, and journeymen.

2-1-27 SUBSTITUTION OF EQUIPMENT AND/OR MATERIAL

After the Execution of the Contract, substitution of equipment and/or material of makes and/or types other than those named in the Contract at the request of the Contractor will be considered for two reasons only:

- a. That the equipment and/or material proposed for substitution is superior in construction and/or efficiency to that named in the Contract.
- b. That the equipment and/or material proposed for substitution is equal in construction and/or efficiency to that named in the Contract.

In either case, it will be assumed that the cost to the Contractor and/or material proposed to be substituted is less than the equipment and/or material named in the Contract and, if the substitution is approved, the Contract price shall be reduced a corresponding amount.

No request will be considered unless submitted in writing to the Owner, and approval of the Owner must also be in writing. To receive consideration, requests for substitution must be accompanied by documentary proof of the actual difference in cost to the Contractor in the shape of certified copies of equipment and/or materials, company's quotations to the Contractor covering the original equipment and/or material, and also equipment and/or material proposed for substitution or other proof satisfactory to the Owner. It is the intention that the Owner shall receive the full benefit of the saving in cost involved in any substitution. In all cases, the

burden of proof that the equipment and/or material offered for substitution is equal or superior in construction and/or efficiency to that named in the Contract shall rest on the Contractor and the proof will be submitted to the Designee, who will make recommendations to the Owner and, unless the proof is satisfactory to the Owner, the substitution will not be approved.

Requests for substitution solely on the grounds that better delivery can be obtained on the equipment and/or material proposed for substitution will not be approved, for it will be considered that the contractor in his proposal has named equipment and/or material on which he has received proposals from equipment and/or material manufacturers giving a firm delivery time. Requests for substitution of equipment and/or material which the Contractor cannot prove to the satisfaction of the Owner to be equal or superior in construction and/or efficiency to that named in the Contract will not be approved.


2-1-28 SALVAGED EQUIPMENT AND MATERIALS

In the absence of special provisions to the Contract, salvaged materials, equipment, or supplies that occur are the property of the Owner and shall be cleaned and stored as directed by the Designee. Surplus suitable excavated materials remain the property of the Owner and shall be stored in an area designated by the Designee, but not to exceed (4) miles from the job site.

CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA

ATTEST:


Diane M. Corna, MMC

By 
Sandra L. Bradbury, Mayor

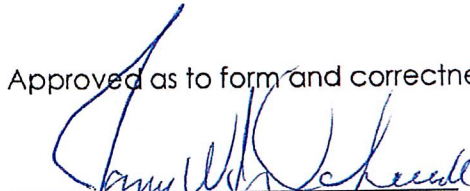
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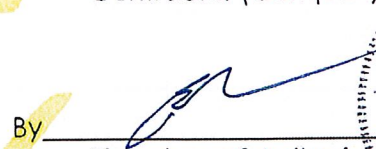
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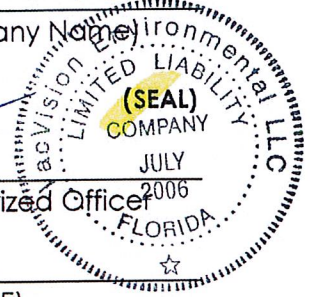


Managing Member
Attestor Title (Print)

Approved as to form and correctness:


City Attorney, James W. Denhardt
City of Pinellas Park

VacVision Environmental LLC
Contractor (Company Name)
By 
Signature of Authorized Officer
Benjamin Roese
(TYPE OR PRINT SIGNATURE)



Approved by City Council:

February 27, 2014

TOTAL BID PROPOSAL FORM

MAIL TO: Purchasing Director
City of Pinellas Park
P.O. Box 3138
Pinellas Park, FL 33780-3138

DELIVER TO: Purchasing Director
City of Pinellas Park
8000 60th Street North
Pinellas Park, FL 33781

RE: Bid #14/013

Delivered F.O.B., City of Pinellas Park, Pinellas Park, Florida.

My company as identified below, submits the following proposal:

TOTAL BID PROPOSAL AMOUNT:

\$ 214,010.00 - (Two Hundred Fourteen Thousand Ten Dollars)

Exceptions and/or deviations: None

I have received, read and understand all specifications and requirements.

Firm Name: VacVision Environmental, LLC

Address: 10200 US Hwy 92 E.

Tampa, FL

(Zip Code) 33610

Telephone: (Area Code:) (813) 626-0700

Authorized Signature: 

Benjamin Roese

(Type or Print Name of Signature)

Title: Managing Member

Date: 02/05/2014

PLEASE COMPLETE THE FOLLOWING SUMMARY FORM

BID 14/013
MANHOLE REHABILITATION PROGRAM
SUMMARY FORM(S)

MOBILIZATION					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Lump Sum	Mobilization – Applied to individual work orders with <750 s.f. in coating work	\$ 1.00	\$ 1.00
SURFACE PREPARATION (MANHOLE & LIFT STATION)					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2	20,000	Sq. Ft.	High pressure water blasting (minimum 3000 psi) of existing substrate.	\$ 8.50	\$ 170,000.00
CEMENTITIOUS MANHOLE LINER FURNISH & INSTALL (PER CONDITION ASSESSMENT)					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
3	20,000	Sq. Ft.	Condition I – minimum 1.0 - inch cementitious application.	\$ 1.75	\$ 35,000.00
4	5,000	Sq. Ft.	Condition II – minimum 1.5 - inch cementitious application.	\$ 1.00	\$ 5,000.00
EPOXY MANHOLE COATING					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
5	2,500	Sq. Ft.	Minimum 0.125 – inch epoxy application. (125 mils)	\$ 1.00	\$ 2,500.00
BYPASS PUMPING OF SANITARY SEWERS					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
6	1	Per Day	Manhole Bypass Pumping 6" Quiet Flow (500 GPM)	\$ 1.00	\$ 1.00
7	1	Per Day	Manhole Bypass Pumping 8" Quiet Flow (1500 GPM)	\$ 1.00	\$ 1.00
8	1	Per Day	Manhole Bypass Pumping 10" Quiet Flow(2500 GPM)	\$ 1.00	\$ 1.00
9	1	Per Day	Lift Station Bypass Pumping (3000 GPM)	\$ 1.00	\$ 1.00
CONTINUED NEXT PAGE					

BID 14/013
MANHOLE REHABILITATION PROGRAM
SUMMARY FORM(S)

MANHOLE BENCH & INVERT REPAIR					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
10	1	Each	Rebuild existing manhole bench & invert channel (4' dia. manhole)	\$ 300.00	\$ 300.00
11	1	Each	Rebuild existing manhole bench & invert channel (5' dia. manhole)	\$ 300.00	\$ 300.00
12	1	Each	Rebuild existing manhole bench & invert channel (6' dia. manhole)	\$ 300.00	\$ 300.00
MANHOLE LEAK REPAIR - (CHEMICAL GROUTING)					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
13	5	Per Gal.	Chemical grouting of manholes and lift stations.	\$ 50.00	\$ 250.00
MANHOLE FRAME & COVER REMOVE & REPLACE					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
14	1	Each	Manhole frame and cover, remove and replace	\$ 350.00	\$ 350.00
MAINTENANCE OF TRAFFIC					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
15	5	Lump Sum	Maintenance of Traffic	\$ 1.00	\$ 5.00
END					
PLEASE PLACE TOTAL ON THE TOTAL BID PROPOSAL FORM					

**CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA**

Contract No. 14/013

Proposal of VacVision Environmental, LLC
(Name)
Address 10200 US Hwy 92 E. - Tampa, FL 33610
(City) (State) (Zip Code)

TO: William Santhouse
Purchasing Director
City of Pinellas Park
8000 60th Street North
Pinellas Park, Florida 33781

Gentlemen:

The undersigned, as bidder, hereby declares that the only persons interested in this proposal as principal, or principals, is or are named herein and that no person other than herein mentioned has any interest in this proposal or in the Contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site(s) of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the proposals, as acknowledged below; that he fully understands and has satisfied himself relative to the scope and nature of the work to be performed.

The bidder agrees that if this proposal is accepted, to contract with the City of Pinellas Park, Pinellas County, Florida, in the form of Contract attached, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to construct and complete the work covered by this proposal and other Contract Documents for the construction of **MANHOLE REHABILITATION PROGRAM** Contract No. **14/013** and to furnish the prescribed Performance, Payment and Guaranty Bond for no less than the total bid offered.

The bidder agrees that he will furnish within ten (10) days after being notified of the award of the Contract to him, the Performance, Payment and Guaranty Bond Form as specified in the Contract Documents written by a reputable Surety Company acceptable to the Owner and authorized to do business in the State of Florida and Pinellas County. Said Bond will be furnished for not less than the total bid offered, the premium of the Bond to be paid by the Bidder.

And the undersigned further agrees that, in case of failure on his part to execute the said Contract and furnish the said Bond within ten (10) days after being notified of the award of the Contract to him, the check or Bid Bond accompanying his bid, and the money payable thereon, will be retained as liquidated damages, but not as a penalty; otherwise, the check or Bid Bond will be returned to the undersigned.

The bidder agrees that the wage rates for laborers, mechanics, and apprentices shall be not less than those established by the State of Florida Department of Commerce for this work and included in the Supplemental General Conditions.

The bidder agrees further to begin work within ten (10) calendar days after notification of the Notice to Proceed.

The bidder also agrees to reimburse the Owner as liquidated damages, for each calendar day elapsing between the date specified for full completion and the actual date of such completion, the sum specified in the General Conditions.

Acknowledgements of Addenda

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Attached is a cashier's check on the _____

Bank of _____ or a Bid Bond


for the sum of Ten Thousand Seven Hundred & 50/100

Dollars (\$ 10,700.50), according to the requirements of these
Contract Documents.

Respectfully submitted,

VacVision Environmental, LLC
(Company Name)

Benjamin Roese - Managing Member
(Name and Title of Authorized Company Official)

ATTEST: 
(Signature)

Bidder's Mailing Address:

10200 US Hwy 92 East

Tampa, FL 33610

Phone Number: (813) 626-0700

The full names and residence of persons or firms interested in the foregoing Bid, as
principals, are as follows:

Please See Attached List

The name of the executive who will give personal attention to the work:

Wesley Kingery

The superintendent, project manager, or foremen who will exercise direct personal
control of the work:

Ryan Perez



10200 US Hwy 92 EAST ♦ Tampa, FL 33610 ♦ (813) 626-0700 ♦ FAX (813) 626-0777

Owners / Officers

Name	Address	SS #	Phone #	Title
Wesley Kingery	107 S. Warwick Road Greenville, SC 29617	275-90-3067	(813) 751-5652	Managing Member
Benjamin Roesse	4204 W. Sevilla Street Tampa, FL 33629	264-65-9055	(813) 918-0439	Managing Member
William Roesse, Jr.	10200 US Hwy 92 East Tampa, FL 33610	264-65-8647	(813) 489-3108	Managing Member
William Roesse, Sr.	9040 Olde Hickory Circle Fort Myers, FL 33912	375-34-0149	(813) 714-8659	Managing Member
Richard Roesse	3328 Catalina Court Bay City, MI 48706	363-36-4618	(813) 626-0700	Managing Member

**CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA**

Contract No. 14/013

Proposal of _____
(Name)

Address _____
(City) (State) (Zip Code)

TO: William Santhouse
Purchasing Director
City of Pinellas Park
8000 60th Street North
Pinellas Park, Florida 33781

Gentlemen:

The undersigned, as bidder, hereby declares that the only persons interested in this proposal as principal, or principals, is or are named herein and that no person other than herein mentioned has any interest in this proposal or in the Contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site(s) of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the proposals, as acknowledged below; that he fully understands and has satisfied himself relative to the scope and nature of the work to be performed.

The bidder agrees that if this proposal is accepted, to contract with the City of Pinellas Park, Pinellas County, Florida, in the form of Contract attached, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to construct and complete the work covered by this proposal and other Contract Documents for the construction of **MANHOLE REHABILITATION PROGRAM** Contract No. **14/013** and to furnish the prescribed Performance, Payment and Guaranty Bond for no less than the total bid offered.

The bidder agrees that he will furnish within ten (10) days after being notified of the award of the Contract to him, the Performance, Payment and Guaranty Bond Form as specified in the Contract Documents written by a reputable Surety Company acceptable to the Owner and authorized to do business in the State of Florida and Pinellas County. Said Bond will be furnished for not less than the total bid offered, the premium of the Bond to be paid by the Bidder.

And the undersigned further agrees that, in case of failure on his part to execute the said Contract and furnish the said Bond within ten (10) days after being notified of the award of the Contract to him, the check or Bid Bond accompanying his bid, and the money payable thereon, will be retained as liquidated damages, but not as a penalty; otherwise, the check or Bid Bond will be returned to the undersigned.

The bidder agrees that the wage rates for laborers, mechanics, and apprentices shall be not less than those established by the State of Florida Department of Commerce for this work and included in the Supplemental General Conditions.

The bidder agrees further to begin work within ten (10) calendar days after notification of the Notice to Proceed.

The bidder also agrees to reimburse the Owner as liquidated damages, for each calendar day elapsing between the date specified for full completion and the actual date of such completion, the sum specified in the General Conditions.

Acknowledgements of Addenda

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Attached is a cashier's check on the _____

Bank of _____ or a Bid Bond

for the sum of _____

Dollars (\$_____), according to the requirements of these
Contract Documents.

Respectfully submitted,

(Company Name)

(Name and Title of Authorized Company Official)

ATTEST: _____
(Signature)

Bidder's Mailing Address:

Phone Number: _____

The full names and residence of persons or firms interested in the foregoing Bid, as
principals, are as follows:

The name of the executive who will give personal attention to the work:

The superintendent, project manager, or foremen who will exercise direct personal
control of the work:

TOTAL BID PROPOSAL FORM

MAIL TO: Purchasing Director
City of Pinellas Park
P.O. Box 3138
Pinellas Park, FL 33780-3138

DELIVER TO: Purchasing Director
City of Pinellas Park
8000 60th Street North
Pinellas Park, FL 33781

RE: Bid #14/013

Delivered F.O.B., City of Pinellas Park, Pinellas Park, Florida.

My company as identified below, submits the following proposal:

TOTAL BID PROPOSAL AMOUNT:

\$ _____

Exceptions and/or deviations: _____

I have received, read and understand all specifications and requirements.

Firm Name: _____

Address: _____

_____ (Zip Code) _____

Telephone: (Area Code:_) _____

Authorized Signature: _____

(Type or Print Name of Signature)

Title: _____ Date: _____

PLEASE COMPLETE THE FOLLOWING SUMMARY FORM

BID 14/013
MANHOLE REHABILITATION PROGRAM
SUMMARY FORM(S)

MOBILIZATION					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Lump Sum	Mobilization – Applied to individual work orders with <750 s.f. in coating work	\$	\$
SURFACE PREPARATION (MANHOLE & LIFT STATION)					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2	20,000	Sq. Ft.	High pressure water blasting (minimum 3000 psi) of existing substrate.	\$	\$
CEMENTITIOUS MANHOLE LINER FURNISH & INSTALL (PER CONDITION ASSESSMENT)					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
3	20,000	Sq. Ft.	Condition I – minimum 1.0 - inch cementitious application.	\$	\$
4	5,000	Sq. Ft.	Condition II – minimum 1.5 - inch cementitious application.	\$	\$
EPOXY MANHOLE COATING					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
5	2,500	Sq. Ft.	Minimum 0.125 – inch epoxy application. (125 mils)	\$	\$
BYPASS PUMPING OF SANITARY SEWERS					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
6	1	Per Day	Manhole Bypass Pumping 6" Quiet Flow (500 GPM)	\$	\$
7	1	Per Day	Manhole Bypass Pumping 8" Quiet Flow (1500 GPM)	\$	\$
8	1	Per Day	Manhole Bypass Pumping 10" Quiet Flow(2500 GPM)	\$	\$
9	1	Per Day	Lift Station Bypass Pumping (3000 GPM)	\$	\$
CONTINUED NEXT PAGE					

BID 14/013
MANHOLE REHABILITATION PROGRAM
SUMMARY FORM(S)

MANHOLE BENCH & INVERT REPAIR					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
10	1	Each	Rebuild existing manhole bench & invert channel (4' dia. manhole)	\$	\$
11	1	Each	Rebuild existing manhole bench & invert channel (5' dia. manhole)	\$	\$
12	1	Each	Rebuild existing manhole bench & invert channel (6' dia. manhole)	\$	\$
MANHOLE LEAK REPAIR - (CHEMICAL GROUTING)					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
13	5	Per Gal.	Chemical grouting of manholes and lift stations.	\$	\$
MANHOLE FRAME & COVER REMOVE & REPLACE					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
14	1	Each	Manhole frame and cover, remove and replace	\$	\$
MAINTENANCE OF TRAFFIC					
BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
15	5	Lump Sum	Maintenance of Traffic	\$	\$
END PLEASE PLACE TOTAL ON THE TOTAL BID PROPOSAL FORM					

STATEMENT OF NO BID

NOTE: If you **do not** intend to bid on the requirements, please return this form immediately.

City of Pinellas Park
Purchasing Division
P.O. Box 3138
Pinellas Park, FL 33780-3138

We, the undersigned, have declined to bid on your Bid No. 14/013 for **MANHOLE REHABILITATION PROGRAM**, for the following reasons:

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Invitation to Bid.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirement.
- ☐ Specifications unclear (explain below).
- ☐ Unable to meet Insurance requirements.
- ☐ Remove us from your "Bidders List" altogether.
- ☐ Other (specify below).

REMARKS: _____

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the Bidders List of The City of Pinellas Park.

COMPANY NAME: _____

SIGNATURE: _____

TELEPHONE: (AREA CODE: _____) _____

DATE: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we VacVision Environmental, LLC

as Principal, hereinafter called the Principal, and FCCI Insurance Company

a corporation duly organized under the laws of the State of Florida, and licensed to do business in the State of Florida, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Pinellas Park- Purchasing Division

as Obligor, hereinafter called the Obligor, in the sum of **five percent (5%) of proposed bid** - Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

5 Yr annual MH rehabilitation contract / \$300,000 yr - Contract consists of about 300-400 manholes a year
Contract # 14/013

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of January, 2014.

VacVision Environmental, LLC (Seal)

Sharla Hulsom
(Witness)

By [Signature] Managing Member
Name and Title

FCCI Insurance Company (Seal)

Jennifer Fava
Jennifer Fava (Witness)

By [Signature]
Attorney in Fact Trevor McCarthy



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Michael Rogers; Jason Farquhar; Jennifer A Fava; Trevor McCarthy;

Barry Ryan; Charlie Salyer; Sharon E Taylor; Tracy E Todd

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$2,500,000): **\$2,500,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval Esq., SVP, General Counsel,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213062

Arlene Cueman
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213062

Arlene Cueman
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 30TH day of JANUARY, 2014

Thomas A. Koval, Esq., SVP, General Counsel,
Government Affairs and Corporate Secretary




JEFF ATWATER, CHIEF FINANCIAL OFFICER
FLORIDA DEPARTMENT OF FINANCIAL SERVICES
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Licensee Details

2/5/2014

Demographic Information

Name of Licensee: MCCARTHY, TREVOR LOWELL

License #: E020153

Business Location: TEMPLE TERRACE, FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
GENERAL LINES (PROP & CAS)(0220)	3/22/2002	YES

Types and Classes of Active Appointments

GENERAL LINES (PROP & CAS)(0220)

Company Name	Original Issue Date	Exp Date	Type	County
AMERICAN INTERSTATE INSURANCE COMPANY	5/22/2013	3/31/2016	STATE	Orange
EMPLOYERS ASSURANCE COMPANY	11/20/2002	3/31/2015	STATE	Hillsborough
EMPLOYERS PREFERRED INSURANCE COMPANY	11/20/2002	3/31/2015	STATE	Hillsborough
NATIONAL TRUST INSURANCE COMPANY	2/15/2003	3/31/2015	STATE	Hillsborough
FCCI INSURANCE COMPANY	2/15/2003	3/31/2015	STATE	Hillsborough
FCCI COMMERCIAL INSURANCE COMPANY	2/15/2003	3/31/2015	STATE	Hillsborough
FCCI ADVANTAGE INSURANCE COMPANY	10/15/2008	3/31/2015	STATE	Hillsborough
NATIONWIDE MUTUAL INSURANCE COMPANY	3/19/2009	3/31/2015	STATE	Hillsborough
MERCURY INDEMNITY COMPANY OF AMERICA	3/28/2011	3/31/2015	STATE	Hillsborough
HARLEYSVILLE INSURANCE COMPANY	5/17/2010	3/31/2015	STATE	Hillsborough
MADISON INSURANCE COMPANY	6/1/2010	3/31/2015	STATE	Hillsborough
HARLEYSVILLE PREFERRED INSURANCE COMPANY	5/17/2010	3/31/2015	STATE	Hillsborough
	5/17/2010	3/31/2015	STATE	Hillsborough

HARLEYSVILLE WORCESTER INSURANCE COMPANY				
MERCURY INSURANCE COMPANY OF FLORIDA	5/13/2008	3/31/2015	STATE	Hillsborough
SOUTHERN-OWNERS INSURANCE COMPANY	4/16/2002	3/31/2015	STATE	Hillsborough
OWNERS INSURANCE COMPANY	4/16/2002	3/31/2015	STATE	Hillsborough
AUTO-OWNERS INSURANCE COMPANY	4/16/2002	3/31/2015	STATE	Hillsborough
ASSOCIATION INSURANCE COMPANY	3/2/2011	3/31/2015	STATE	Hillsborough
VININGS INSURANCE COMPANY	3/2/2011	3/31/2015	STATE	Hillsborough
MARYLAND CASUALTY COMPANY	7/28/2010	3/31/2015	STATE	Hillsborough
AMERICAN ZURICH INSURANCE COMPANY	7/28/2010	3/31/2015	STATE	Hillsborough
NORTHERN INSURANCE COMPANY OF NEW YORK	7/28/2010	3/31/2015	STATE	Hillsborough
ASSURANCE COMPANY OF AMERICA	7/28/2010	3/31/2015	STATE	Hillsborough
FOREMOST SIGNATURE INSURANCE COMPANY	2/15/2013	3/31/2015	STATE	Hillsborough
FOREMOST INSURANCE COMPANY	2/15/2013	3/31/2015	STATE	Hillsborough
FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY	2/15/2013	3/31/2015	STATE	Hillsborough
CAPITOL INDEMNITY CORPORATION	5/15/2012	3/31/2015	STATE	Hillsborough
PLATTE RIVER INSURANCE COMPANY	5/15/2012	3/31/2015	STATE	Hillsborough
ZENITH INSURANCE COMPANY	11/24/2009	3/31/2014	STATE	Hillsborough
BRIDGEFIELD EMPLOYERS INSURANCE COMPANY	3/5/2004	3/31/2014	STATE	Hillsborough
BRIDGEFIELD CASUALTY INSURANCE COMPANY	6/21/2007	3/31/2014	STATE	Hillsborough
GREAT AMERICAN INSURANCE COMPANY	2/9/2012	3/31/2014	STATE	Hillsborough
BUSINESSFIRST INSURANCE COMPANY	9/13/2011	3/31/2014	STATE	Hillsborough
FIRST SEALORD SURETY, INC.	5/12/2011	3/31/2014	STATE	Hillsborough
RETAILFIRST INSURANCE COMPANY	4/18/2011	3/31/2014	STATE	Hillsborough
EMPLOYERS COMPENSATION INSURANCE COMPANY	4/1/2011	3/31/2014	STATE	Hillsborough

• 2011 © Florida Department of Financial Services

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MEASUREMENT
&
PAYMENT

MEASUREMENT AND PAYMENT

1. MOBILIZATION

This item provides payment for all labor, materials and equipment necessary to mobilize and demobilize to carry out the scope of work described in the contract documents and specifications.

The payment under this pay item will be the for each mobilization required when work order quantities are less than 750 square feet of surface to be coated by cementitious, epoxy or a composite of both materials. The lump sum payment amount will be as prescribed on the Bid Proposal. Payment will be made at the same lump same amount in the event that an emergency mobilization is deemed necessary by the City as defined in the Special Provisions Section.

2. SURFACE PREPARATION

This item provides payment all labor, materials and equipment necessary for the appropriate cleaning, abrading of interior surfaces, minor patching and leak repairs, and debris removal.

Measurement and payment for surface preparation shall be based upon manhole diameter and vertical depth of the manhole measured from the manhole discharge invert to the top of the manhole frame and cover as prescribed on the Bid Proposal.

3-4. CEMENTITIOUS MANHOLE LINER; FURNISH AND INSTALL

This item describes measurement and payment of a hand or machine applied cementitious liner applied to the interior of existing deteriorated manholes for the depths and manhole diameters described in the Bid Proposal. The payment shall include all materials, labor, equipment, tools, miscellaneous materials and supplies to construct a cementitious manhole liner. A properly installed cementitious liner shall completely and continuously cover the interior of the manhole, including the walls, overhead, concentrics, adjustments, risers, benches and inverts.

Measurement and payment for manhole lining shall be based upon manhole diameter and vertical depth of the manhole measured from the manhole discharge invert to the top of the manhole frame and cover, and the associated condition rating as shown on the Bid Proposal.

For chambers with irregular dimensions, measurement and payment for lining shall be paid on a square foot basis.

5. EPOXY MANHOLE LINER; FURNISH AND INSTALL

This item describes measurement and payment of applied epoxy liner applied to the interior of existing manholes for the depths and manhole diameters described in the Bid Proposal. The payment shall include all materials, labor, equipment, tools, miscellaneous materials and supplies to construct an epoxy manhole liner. A properly installed epoxy liner shall completely and continuously cover the interior of the manhole, including the walls, overhead, concentrics, adjustments, risers, benches and inverts.

Measurement and payment for manhole lining shall be based upon manhole diameter and vertical depth of the manhole measured from the manhole discharge invert to the top of the manhole frame and cover, and the associated condition rating as shown on the Bid Proposal.

For chambers with irregular dimensions, measurement and payment for lining shall be paid on a square foot basis.

6-9. BYPASS PUMPING OF SANITARY SEWERS

This item provides all labor, materials and equipment necessary for the delivery, set up, installation, operation and removal of bypass pumping equipment, including portable pumps, suction hoses, temporary discharge piping and all miscellaneous materials and supplies required for the pumping system to operate properly.

Payment shall be the lump sum amount for each bypass pumping system acceptably delivered, set up, installed, operated and removed. The payment under this pay will be the amount for the bypass pumping system as prescribed on the Bid Proposal.

10-12. MANHOLE BENCH AND INVERT REPAIR

This item describes measurement and payment for all labor, equipment, materials and miscellaneous supplies, necessary to repair and rehabilitate ONLY the benches and invert of manholes. Payment for work under this item shall not be made when the entire manhole is to be rehabilitated using the cementitious liner method and payment as described in Item 4 listed above. The bid unit price shall include all costs to the CITY for each such repair.

The measurement, under this item, shall be a lump sum for each bench and invert repaired.

13. MANHOLE LEAK REPAIR (CHEMICAL GROUTING)

This item describes measurement and payment for all labor, equipment, materials and miscellaneous supplies necessary to stop identified leaks prior to lining of sanitary sewer manholes. The bid unit shall include all costs for such repairs.

Measurement and payment, under this item, shall be for application of approved quick setting hydraulic cement, and based upon the minimum number of gallons of chemical grout used during application of approved pressure grout to successfully stop leaks into the manhole or lift station.

14. MANHOLE FRAME AND COVER; REMOVE AND REPLACE

This bid item describes the measure and payment for removal and proper disposal of an existing manhole frame and cover includes furnish and install a new manhole frame and cover. The bid item includes all labor, tools, equipment, sealants, mortar mix and miscellaneous materials required to remove and replace the manhole frame and cover.

Measurement shall be for each Manhole Frame and Cover removed and properly disposed of, and new Frame and Cover acceptably installed. Payment will be lump sum and includes all labor, tools, equipment, sealants, mortar mix, new frame and cover and all miscellaneous materials required to remove and replace the manhole frame and cover.

15. MAINTENANCE OF TRAFFIC

This item describes measurement and lump sum payment for maintenance of traffic for those locations requiring traffic control measures along or on heavily trafficked roadways, county or state roadways. When the control of traffic through the workzone can be safely accomplished by means of advance warning signs, flagging and the use of cones or barricades then this work shall be considered incidental to the project and no additional payment under this item shall be made to the CONTRACTOR. Only when traffic control measures requiring more elaborate equipment such as crash attenuators, arrow boards, extensive lane closures and detours will be considered appropriate for payment under this item.

When necessary, a Traffic Control Plan shall include a detailed narrative plan, submitted by the CONTRACTOR describing the Traffic Control Plan for the duration of the work to be completed. The Traffic Control Plan shall address protection of site personnel, equipment and property, including but not limited to sewer by-pass pumping equipment, if applicable, and describe how public traffic will be maintained and access to cross streets and private driveways will remain unobstructed. Temporary bypass roads, if required, shall be addressed in the Traffic Control Plan.

Measurement shall be the lump sum price for acceptably installed traffic control measures. Payment shall be the lump sum price prescribed on the Bid Proposal. All travel, overhead, permits or any other associated expenses shall be considered incidental, and shall be included in the unit bid price