PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made as of this 21st day of August, 2018, between the City of Coral Gables (hereinafter called the City"), and Phillips and Jordan, Inc., (hereinafter called the "Professional").

RECITALS

WHEREAS, the City desires to enter into an agreement with the Professional to provide Disaster Debris Removal Services ("Services"); and

WHEREAS, the City having investigated the qualifications of the Professional to perform the Services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the Professional having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed desires; and

WHEREAS, the Professional agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Professional for a three (3) year period to provide Disaster Debris Removal Services to the City. However, this period may be extended at the sole discretion of the City (through the City Manager) for two (2) additional two (2) year periods, subject to negotiations of rates for each renewal term of the contract, pursuant to Procurement Code Section 2-687(h)(3) entitled "Competitive Sealed Proposals; Award".

I. GENERAL PROVISIONS

This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding this subject. The City reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

The Professional shall perform the Services in accordance with the requirements stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A, and as may be specifically designated and authorized by the City.

1.1 Engagement. The City agrees to engage the Professional for a period specified in paragraph 1.2, and the Professional agrees to accept such engagement and to perform such services for the City upon the terms, and subject to the conditions set forth herein.

1.2 Agreement Period. The terms of the Agreement (the "Professional Period") shall commence within ten (10) days of the execution date of the agreement and shall continue thereafter for a three (3) year period. This period may be extended upon mutual agreement between the City (through the City Manager) and the

Professional for two (2) additional two (2) year periods, subject to negotiations of rates for each renewal term of the contract, pursuant to Procurement Code Section 2-687(h)(3) entitled "Competitive Sealed Proposals; Award" or until terminated by the City upon 30 days written notice to the Professional, in accordance with the notice requirements contained in Section XIII.

1.3 Priority of Interpretation. The Code and any City resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

a) Scope of Services – Exhibit A
b) Compensation – Exhibit B
c) City Resolution and applicable Code provisions - Exhibit C
d) City Request for Proposal ("RFP") 2018-009 – Exhibit D
e) Professional 's Response to RFP – Exhibit E
f) Insurance Certificates – Exhibit F
g) Sample Notice to Proceed (NTP) – Exhibit G
h) 2 C.F.R. s. 200.317 – s. 200.326 – Exhibit H
i) Performance and Payment Bond – Exhibit I

1.4 Duties and Responsibilities. During the Agreement Period, the Professional shall provide the Services in accordance with the requirements outlined in Exhibit A of the Agreement. No work shall commence without a written Notice to Proceed (NTP) or Purchase Order (PO) to the Professional from the Public Works Director/Designee (herein referred to as the "Contract Administrator") establishing the date on which operations outlined will commence and duration, the scope of work, and a not-to-exceed amount.

1.5 Background Investigation. The Professional agrees that all employees of the Professional may be subject to an annual Level 2 background investigation.

1.6 Polygraph Examination. The Professional agrees to submit to polygraph examinations at the request of the Contract Administrator.

1.7 Medical, Drug Screening and Check-ups. All Professionals, their employees, agents and sub consultants must satisfactorily complete the City's pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the City's Drug Free Work Place Policy at Professional 's expense. The City may require that the Professional and/or their employees, agents and sub consultants performing Services for the City submit to a yearly medical and drug screen examination, at Professional's expense.

Additionally, Professional agrees that in accordance with the Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D) that by entering into a

contract exceeding $100,000 involving federal funding, it must comply with all Federal Drug Free Workplace requirements in accordance with the Act.

1.8 Drug Testing. The Professional agrees to submit to unannounced drug testing at the request of the Contract Administrator.

1.9 Driver's License. At City's option, the Professional must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee, agent or sub consultant and be willing and able to operate any required vehicles as authorized by the City. Evidence of compliance with the Defensive Driving Course must be submitted to the City prior to operating a City vehicle or any vehicle where patrons or children are passengers. Individuals must be approved by the Risk Management Division of the City prior to the operation of a City owned vehicle and/or privately owned vehicles while conducting City business. The City reserves the right to request the employee/agent's driving record from the State of Florida, at Professional's expense.

1.10 Confidential Information. The Professional agrees that any information received by the Professional for the City and in providing Services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations. The Professional further agrees that it will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by FEMA or is considered sensitive consistent with applicable Federal, state, and/or local laws regarding privacy and obligations of confidentiality.

1.11 Most Favored Public Entity. The Professional represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Professional's prices decline, or should Professional, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

II. PROFESSIONAL SERVICES

2.1 Basic Services. The duties and responsibilities are outlined in Section 1.4 of the Agreement.

2.2 Reporting. The Professional shall comply with the necessary reporting requirements as outlined by the Contract Administrator for review. In addition, the Professional shall submit a monthly report to the Contract Administrator, which shall include detailed information regarding the activities of the Professional during the previous month.

2.3 Availability of Professional. The Professional shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

III. COMPENSATION

3.1 Basic Compensation. In full consideration of the Services of the Professional hereunder, the Professional shall be paid in accordance with the Compensation Schedule attached hereto and incorporated herein as Exhibit B. The City reserves the right to contract with the Professional for additional services, not originally outlined in Exhibit A. Additional services shall be compensated at rates stipulated in Exhibit B. Reimbursement for equipment, material and for subcontracted services not stipulated in Exhibit B shall be included in the formal written proposal for additional services and will be considered on a case-by-case basis. If applicable, the additional services shall be added to the agreement via a mutually signed Amendment. Any increase in the agreed upon amount shall be approved by the Procurement Division or designee, and shall be in accordance with applicable City, State, and Federal regulations.

3.2 Expenses. As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Professional with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Contract Administrator.

3.3 **Not to Exceed (for Time and Material).** Time and material work assignments shall be conducted through the initial push following a disaster, unless otherwise agreed in writing. The maximum contract sum payable by the City to Professional for Services performed under time and material work assignments shall not exceed the dollar amount stipulated in the Notice to Proceed (NTP) or Purchase Order (PO). The not-to-exceed amount may be adjusted depending on the severity of the disaster. In such case, the NTP/PO will be amended accordingly in writing by the City (through the Contract Administrator). If Professional continues working after reaching the not-to-exceed amount, it will proceed at its own risk.

IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL HOLD HARMLESS PROVISIONS

4.1 Independent Contractor and Professional. The Professional acknowledges entering into this Agreement as an independent Contractor and Professional, and that the Professional shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Professional's services, or those of employees of the Professional. The City shall not withhold from sums payable to the Professional , any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Professional, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

4.2 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Professional.

4.3 Professional warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers

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

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

4.5 Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations, the Professional shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, (including but not limited to fees and reasonable charges of attorneys and other Professional's and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Professional , any sub consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The parties expressly agree that this provision shall be construed broadly, and Professional's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Professional (or any sub consultant or any person or organization directly or indirectly employed by Professional) is presented with a claim that they have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-912(b)(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

4.5.1 In any and all claims against the City or any of its elected and appointed officials, consultants, agents, or employees by any employee of Professional , any sub consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

V. INSURANCE

5.1 Without limiting Professional's indemnification of the City, and during the term of this Agreement, Professional shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables
Insurance Compliance
P.O. Box 100085 – CE
Duluth, GA 30096

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the City is to be given advance written notice by receipted delivery at least thirty (30) days in advance of any cancellation, non-renewal or material change of the insurance policy.

a. **Comprehensive general liability insurance** with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than $1,000,000 per occurrence for bodily injury and property damage, and $2,000,000 in the aggregate. Said policy or policies shall name City as additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

b. **Worker's Compensation Insurance** for all employees of Professional as required by Florida Statutes Section 440, and employer's liability insurance with limits not less than, $1,000,000

c. **Automobile Liability insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

d. Other (or increased amounts of) insurance which City shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

e. All policies shall contain waiver of subrogation, against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the City may have.

f. All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.

g. Except for Worker's Compensation and Professional Liability, the City shall be named as an additional insured on a primary and non-contributory basis under such policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

h. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to City prior to cancellation, non-renewal or material change.

i. The Professional shall furnish Certificates of Insurance to the Risk Management Department prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as and additional insured on a primary and non-contributory basis and that the Professional has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days advance written notice to the City.

5. 3 Failure on the part of the Professional to obtain and maintain all required insurance coverage is a material breach upon which the City may, in its sole discretion, immediately suspend Professional's performance or terminate this Agreement.

VI. SOVEREIGN IMMUNITY

6. The Professional acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Professional against the City other than claims arising out of this Agreement. Specifically, the Professional acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Professional acknowledges that this Agreement in no way estops or affects the CITY's exercise of its regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The PROFESSIONAL acknowledges that it has no right and will not make claim based upon any of the following:

a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;
b. Claims based upon negligence or any tort arising out of this Agreement;
c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any CITY employee;
d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and PROFESSIONAL.

VII. STANDARD OF CARE

7.1 The Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable

Professional under similar circumstances and the Professional shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

7.2 The Professional warrants that all services shall be performed by skilled and competent personnel to the highest Professional standards in the field.

7.3 The parties acknowledge that PROFESSIONAL was selected by the City, in part, on the basis of the qualifications of particular staff identified in the PROFESSIONAL's response to the City's solicitation. The PROFESSIONAL shall ensure that this staff is available for work hereunder as long as the staff is employed by the PROFESSIONAL. Throughout the term of the agreement, the City reserves the right to approve/reject the re-designation of any of the PROFESSIONAL's staff assigned to the City.

VIII. NON-DISCRIMINATION

8.1 EEO and ADA: The Professional must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

Pursuant to CFR s.60-1.4, during the performance of this contract, the Professional agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Professional will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an

investigation conducted by the employer, or is consistent with the Professional's legal duty to furnish information.

(4) The Professional will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Professional's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Professional's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Professional may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Professional will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Professional will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Professional may request the United States to enter into such litigation to protect the interests of the United States.

(b) Federally assisted construction contracts.

During the performance of this contract, the Professional agrees as follows:

(1) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment

without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Professional will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Professional's legal duty to furnish information.

(4) The Professional will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Professional's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Professional's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Professional may be declared ineligible for further Government contracts or

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Professional will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Professional will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Professional may request the United States to enter into such litigation to protect the interests of the United States.

8.2 It is understood that the Professional shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

8.3 City Policy Regarding Conduct. All Professionals, their employees, agents and sub consultants must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of City policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

8.4 (As per Executive Order 11246) The Professional may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The Professional agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

8.5 **Davis-Bacon Act:** The Professional agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). All Professionals are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Professional must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8.6 **Compliance with the Copeland "Anti-kickback" Act**:
(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

IX. CONFLICT OF INTEREST

9.1 The Professional represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Professional agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Professional, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

X. CONFIDENTIALITY

10.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Professional under this Agreement shall be made available to any individual or organization by the Professional without prior written approval of the City.

XI. OWNERSHIP OF DOCUMENTS

11.1 Any and all documents, records, disks, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

XII. TRUTH-IN-NEGOTIATION CERTIFICATE

12.1 Execution of this Agreement by the Professional 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.

12.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent 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.

XIII. NOTICE

13.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as to the City of Coral Gables shall be to:

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

cc: City Attorney

Notice as to the Professional shall be to:

Phillips and Jordan, Inc.
Attention: Julie Glenn
10201 Parkside Drive, Suite 300
Knoxville, TN 37922
Phone: (865) 776-8919
Email: jglenn@pandj.com

XIV. DEFAULT AND TERMINATION

14.1 The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the Professional. In the event of a termination for convenience, the Professional shall be paid for all services performed through the date of termination (subject to applicable setoff rights) and the Professional shall not be entitled to any other compensation or damages from the City.

In the event of a termination for cause, due to the Professional's failure to perform in accordance with the terms of this Agreement or the Professional 's repudiation of this Agreement by word or conduct, the City may immediately terminate the Agreement, if after notifying the Professional in writing, the Professional does not correct the deficiencies to the satisfaction of the City within seventy-two (72) hours of such notice. Such notice shall provide reasonable specificity to the Professional of the deficiency that requires correction. If the deficiency is not corrected within such time period, the City may either (1) immediately terminate the Agreement or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the City chooses to take action and not terminate the Agreement, the Professional shall, upon demand, promptly reimburse the City for any and all costs and expenses incurred by the City in correcting the deficiency.

If the City terminates the Agreement, the City shall notify the Professional of such termination in writing, with instruction to the effective date of termination or specify the state of work at which the Agreement is to be terminated. Upon receipt of a final termination or suspension notice, Professional shall proceed promptly to carry out the actions required in such notice.

The Professional shall be paid any sums otherwise due and owing under this Agreement only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. If, after notice of termination for cause, it is determined for any reason that Professional was not in default, the rights and obligations of the City and the Professional shall be the same as though the termination had been a termination for convenience. In no event shall the City be liable to Professional for lost profits on any work not performed, overhead, or any other type of consequential, special or indirect damages, and Professional hereby waives the same. Professional may terminate this Agreement due to the City's failure to comply with the material terms of this Agreement after giving City thirty (30) days written notice of its purported default and a reasonable opportunity to cure. Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by Professional or sub consultants, whether finished or not, shall become City property. Failure to timely deliver the documentation shall be cause to withhold any payments due, without recourse by the Professional, until all documentation is delivered to the City.

XV. UNCONTROLLABLE FORCES

15.1 Neither the City nor Professional 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 nonperforming 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, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

15.2 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.

XVI. MODIFICATION

16.1 This Agreement may not be amended or modified unless in writing and signed by both parties. In order to be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, or change order must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications.

XVII. ASSIGNMENT AND SUBCONTRACTING

17.1 This Agreement and the rights of the Professional and obligations hereunder may not be assigned, delegated or subcontracted by the Professional without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The City may assign its rights, together with its obligations hereunder.

XVIII. AUDITS

18.1 The Professional shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Professional shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Professional shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Professional agrees that City, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Professional and made available to the City during the terms of this Agreement and for a period of three (3) years from the date set forth in 2 CFR §200.333. All such materials shall be maintained by Professional at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Professional shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Professional's place of business.

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

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

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

XIX. AVAILABILITY OF FUNDS

19.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

XX. COMPLIANCE WITH LAWS

20.1 In performance of the Services, the Professional will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Professional to obtain and maintain, at no cost to the City, any and all license and permits required to complete the Services provided pursuant to this Agreement.

20.2 Conflict of Interest. Professional covenants that no person employed by the Professional which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Professional further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Professional or its employees must be disclosed in writing to City.

Professional is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

20.3 Clean Air Act.

a. The Professional agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Professional agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

20.4 Federal Water Pollution Control Act.

a. The Professional agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Professional agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

20.5 Federal Suspension and Debarment. 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 Professional 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).

a. The Professional 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.

b. This certification is a material representation of fact relied upon by the City. If it is later determined that the Professional did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

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

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

20.7 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Professional will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, including those set forth in Exhibit G.

20.7.1 Contract Work Hours and Safety Standards. The Professional agrees to abide by all mandatory requirements of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as set forth in Schedule L to the procurements and incorporated herein. Additionally, the Profession agrees that the mandatory requirements of Schedule L will be incorporated in any subcontract agreements related to this Contract.

20.8 Fraud and False or Fraudulent or Related Acts. The Professional acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Professional's actions pertaining to this agreement.

20.9 UTILIZATION OF MINORITY / WOMEN'S / LABOR SURPLUS FIRMS The Professional must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

20.10 Energy Policy and Conservation Act (43 U.S.C. §6201) The Professional shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

XXI. FEDERAL AND STATE TAXES

21.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Professional. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Professional be authorized to use the City's Tax Exemption Number in securing such materials.

XXII. SUCCESSORS AND ASSIGNS

22.1 The City and the Professional each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. The Professional shall not assign this Agreement without the express written approval of the City via executed amendment.

XXIII. CONTINGENT FEES

23.1 The Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, 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 Professional, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

XXIV. ENTIRETY OF AGREEMENT

24.1 The City and the Professional agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Professional pertaining to the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

XXV. COUNTERPARTS

25.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

XXVI. WAIVER

26.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

XXVII. SEVERABILITY, SURVIVAL

27.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

XXVIII. GOVERNING LAW AND VENUE

28.1 The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

28.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or

provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

XXIX. TIME IS OF THE ESSENCE

29.1 Time is of the Essence. If any anticipated or actual delays arise, Professional shall immediately so notify the City. Regardless of notice if services or deliveries are not made at the time agreed upon, the City may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 14.1 (Termination by Default).

XXX. WAIVER OF TRIAL BY JURY

30.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. CITY AND PROFESSIONAL HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE SERVICES TO BE PROVIDED, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

XXXI. FLORIDA PUBLIC RECORDS LAW
FLORIDA STATUTES CHAPTER 119, *et seq.*

31.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

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 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

XXXII. ACCESS TO WORKSITE

32.1 The Professional agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the agreement.

XXXIII. DHS SEAL, LOGO, AND FLAGS

33.1 The Professional shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

XXXIV. NO OBLIGATION BY FEDERAL GOVERNMENT

34.1 The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Professional, or any other party pertaining to any matter resulting from the contract.

XXXV. WAIVER OF CONSEQUENTIAL DAMAGES

35.1 Professional waives claims against the CITY for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by Professional.

XXXVI. PROCUREMENT OF RECOVERED MATERIALS

36.1 Professional 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.

XXXVII. PERFORMANCE AND PAYMENT BOND

37.1 The Professional shall post a Payment and Performance Bonds from a Corporate Surety, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Agreement and on any and/or all duly authorized modifications hereof. A bond will be posted upon issuance of a Notice to Proceed (NTP) or Purchase Order and shall be a sum equal to one hundred percent (**100%**) of the contract amount (as indicated on the NTP or PO), plus adjustments thereto, unless otherwise specified. The bond shall be in force for a period of not less than one (1) year

from the date of original execution by the Bond Surety. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

37.2 Payment and Performance Bonds must be filed by the Professional with the Procurement Division, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with this Agreement, RFP 2018-001, and the Scope-of-Services/Work contained therein, and for the payment of all persons performing labor and furnishing equipment or materials in connection with this Agreement and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Agreement.

XXXVIII. HEADINGS

38.1 The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

REMAINDER PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Approved as to Insurance:

David J. Ruiz
Risk Management Division

Approved by Department Head
or head of negotiations team as to
the negotiated business terms

Eduardo Santamaria
Public Works Director

Approved as to compliance with
Applicable Procurement Requirements:

Celeste S. Walker
Assistant Finance Director for Procurement

Approved as to Funds Appropriation:

Diana M. Gomez,
Finance Director

8/16/18

AS TO CITY:

Catherine Swanson-Rivenbark
City Manager

Peter Iglesias
Assistant City Manager

ATTEST:

For Walter J. Foeman
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Miriam Soler Ramos, Esq.
City Attorney

ATTEST:

Corporate Secretary (Assistant)

Print Name: Janet D. Crisp

(SEAL)

(OR)
WITNESSES (2):

Print Name:

Print Name:

PHILLIPS AND JORDAN INCORPORATED
NORTH CAROLINA
CORPORATE SEAL

AS TO PROFESSIONAL

Vice- President

Print Name: Dudley Orr

EXHIBIT A
SCOPE OF SERVICES

SECTION 2

Request for Proposals (RFP) No. 2018-009

2.0 SCOPE OF SERVICES/WORK

2.1. PURPOSE

The City of Coral Gables, Florida ("City") is soliciting proposals for **Disaster Debris Removal Services** ("Services") from a qualified and experienced professional firm ("Proposer"), readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

In providing the services solicited here in, the Successful Proposer shall adhere to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public Assistance Program and Policy Guide (PAPPG) FP 104-009-2 / January 2018 as may be amended, updates or replaced from time-to-time. The Proposer shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations.

The decision to initiate the Successful Proposer's services will be determined by the City on an event-by-event basis, and is dependent upon, among other factors, the amount and extent of debris requirement removal. The City reserves the right, at its sole discretion, to perform any task contained in this solicitation.

2.2. SCOPE

As it may be tasked by the City in writing in accordance with the contracted unit prices, Successful Proposer shall provide all expertise, personnel, processes, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely clearing, removal and disposal of all eligible and if specifically tasked in writing, non-eligible, disaster generated debris.

The term "eligible," as used herein, means qualifying for emergency funding and meeting the most current stipulated requirements of the Public Assistance Program, and all applicable State and Federal disaster specific guidance and policies, and the policies of the Federal Highway Administration (hereinafter referred to as FHWA). The availability of Additional Services as described herein is also desired.

The City will direct all actions to secure necessary permissions, waivers and Right of Entry (ROE) Agreements from real property owners and / or Homeowner Associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the emergency event.

The term, "Debris", as used herein, includes all forms of emergency-generated debris, such as:

- **Vegetative Debris** includes whole trees, stumps, trunks, branches, limbs, and other leafy material;
- **Construction and Demolition Debris (C&D)** includes components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures;
- **Hazardous Waste (HW)** is a waste that appears on one of the four hazardous waste lists in Title 40 of the Code of Federal Regulations (CFR) Part 261 or exhibits at least one of the following four characteristics:
    - Ignitability

- Corrosivity
- Reactivity
- Toxicity

Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment;

- **Household Hazardous Waste (HHW)** - is a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods;
- **White Goods** - are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before disposal or recycling. Some States and Tribal Governments also require certified technicians to extract compressor oils before disposal or recycling. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils;
- **Electronic Waste** - (e-waste) refers to electronics that contain hazardous materials, such as computer monitors, televisions, cell phones, and batteries. These products may contain minerals and chemicals that require specific disposal methods;
- **Vehicle and Vessels** - Vehicles and vessels may be damaged, destroyed, displaced, or lost as a result of a disaster. These vehicles and vessels may eventually be abandoned because of the damage incurred or because the original owners have relocated. Vehicles and vessels may be classified as debris if they block public access and critical facilities;
- **Putrescent Debris** - Putrescent debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter;
- **Soil, Mud, and Sand** - Floods, landslides, winds, and storm surges often deposit soil, mud, and sand on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools;
- **Infectious Waste** - Infectious waste is waste capable of causing infections in humans and can include contaminated animal waste, human blood, blood products, medical waste, pathological waste, and discarded sharp objects (needles, scalpels, or broken medical instruments). Clearance, removal, and disposal of infectious waste may be under the authority of another Federal agency (the Centers for Disease Control and Prevention, EPA, etc.);
- **Chemical, Biological, Radiological, and Nuclear Contaminated Debris (CBRN)** - is any debris contaminated by chemical, biological, radiological, or nuclear materials.

Unless specifically directed by the City in writing, Services under this RFP will be limited to eligible and non-eligible debris removal activities that are determined by the City to be necessary to:

- Eliminate immediate threats to life, public health, and safety;
- Eliminate immediate threats of significant damage to improved public or private property;
- Ensure the economic recovery of the affected community for the benefit of the community at large; or
- Mitigates risk to life and property by removing Substantially Damaged structures and associated structures and appurtenances as needed to convert property acquired using Hazard Mitigation Grant Program funds to uses compatible with open space, recreation, or wetlands management practices.

Services will only be performed when requested by the City in writing through an approved Notice to Proceed or Purchase Order issued by the City. Successful Proposer shall generally only perform its services within the legal boundaries of the City. All services shall be in accordance with the prices specified in the contract.

The City reserves the right to approve all subcontractors hired by the Successful Proposer and/or to require the Successful Proposer to dismiss a subcontractor for cause, upon request.

2.2.1. Initial Deployment

Within 24 hours of the State's Declaration of a State of Emergency, and/or City's notification to Successful Proposer, the Successful Proposer's Project Manager shall report to the City's Emergency Operations Center (EOC), or such other place as designated by the CITY. At the direction of the City in writing the Successful Proposer will mobilize, such equipment and equipment operators as deemed necessary for use in the City's Rescue and Reconnaissance operation. Said operators will be paid for time at the City's Rescue Reconnaissance operation center prior to and during the storm. Front loaders with grapples will be paid for four (4) hours to mobilize and stage at the City's facility prior to and during the storm. Said equipment and operators shall remain in the City's Rescue Reconnaissance operation center prior to and during the storm and be ready for deployment at the direction of City personnel immediately following the passing of the debris causing event (primarily, but not exclusively, Hurricanes). This operation will begin the Emergency Push/Road Clearance activities (described below) in support of the Rescue Reconnaissance activities citywide and will be assigned to only one Successful Proposer. During this period, at the direction of the City in writing, the Emergency Push/Road Clearance activities may be further authorized after initial Rescue Reconnaissance activities begin. The rescue Reconnaissance operation will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the City. Time and material rates as shown in Section 8 shall be applicable. Separate records shall be kept for FEMA and FHWA roadways for the initial deployment operations.

2.2.2 Emergency Push/Road Clearance

At the direction of the City in writing, the Emergency Push/Road Clearance activities may be authorized and assigned after initial Rescue Reconnaissance activities begin. Contractor(s) shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by the City. The emergency push will normally be completed within a reasonable time, which will be determined at the time of disaster, following the activation of this contract, unless notified otherwise by the City. Time and material rates as shown in Section 8 shall be applicable. Separate records shall be kept for FEMA and FHWA roadways for the emergency push operations.

2.2.3 Debris Removal/Demolition of Structures

In anticipation of a likely debris generating event, or upon assessment of the magnitude of the debris generated and the type of infrastructure damage caused by the disaster event, the City will formulate written direction for the Successful Proposer in the form of one or more Notice to Proceed or Purchase Order. Work will be authorized to be performed in accordance with the contracted unit costs which generally consist of either the separated components of the entire debris removal process or various groupings of these tasks.

Debris removal will generally only be authorized if it is eligible for reimbursement by FEMA or FHWA; however, the City reserves the right to task the Successful Proposer with performing non eligible work; the cost of which will be born separately by the City. All eligible work will be performed consistent with Federal requirements applicable to the disaster event. Separate records shall be kept for removal of eligible and non-eligible debris and these operations will generally be kept separate.

The Successful Proposer will ensure compliance with instructions from the City regarding the collection, hauling and disposal of HW and HHW, Infectious Waste, CBRN Waste and/or other categories of debris. Separate records shall be kept for removal of these materials from FEMA and FHWA roadways.

Successful Proposer will ensure HW and HHW, Infectious Waste and CBRN Waste screening and disconnection of utilities as appropriate. For Construction and Demolition Debris (C&D), all applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

White Goods containing refrigerants will be hauled to a City approved staging area where certified technicians will remove the refrigerants. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

Successful Proposer will at all times exercise due diligence in removing debris and performing other work, so as not to damage existing infrastructure.

As directed by the City in writing, for the unit price quoted, Successful Proposer shall load and haul any and all types of debris to one or more approved and certified Debris Management Sites (DMS) or other disposal destination designated by the City which may or may not be the final disposal site provided by the Successful Proposer.

Typical Debris removal situations are as follows:

2.2.3a Debris Removal from Public Right-of-Way (ROW)

Work is generally eligible for reimbursement.

2.2.3b Debris Removal from Improved and Unimproved Public Property

Removal from Improved Public Property is generally eligible for reimbursement. Removal from Un-improved Public Property is generally not eligible for reimbursement.

2.2.3c Debris Removal from Real Property

Much of this work will be eligible once the City procures Right of Entry Agreements (ROE) from property owners.

2.2.3d Demolition of Structures on Public and Private Property

Work may be eligible for reimbursement. Right of Entry Agreements (ROE) are required for work on Private Property. As directed by the City in writing, Successful Proposer shall demolish unsafe structures located on public and private property in accordance with contracted unit costs. The debris created by demolition activities shall be removed at the unit cost for construction and demolition debris.

2.2.4 Debris Separation/Reduction/Recycling and Management of Debris Management Sites (DMS):

The City may provide the Successful Proposer with Debris Management Sites (DMS) that would be used for materials handling, reduction, storage, recycling, equipment maintenance, etc., if it is disadvantageous to transport debris directly to the final disposal location. The City may task the Successful Proposer with locating additional sites to be used as (DMS). The Successful Proposer will be responsible for returning any utilized (DMS) to its original condition, abiding by all State and Federal environmental regulatory requirements.

If a (DMS) is activated, the Successful Proposer shall operate and manage it to accept and process all event debris. All actions will be implemented by the Successful Proposer only with the prior approval of the City. Actions by the Successful Proposer will include, but are not limited to, the following:

- Ensure that only debris authorized by the City's Contract Administrator will be allowed into the (DMS).
- Provide to the City a video record of the pre- and post-use site conditions.
- As directed by the City, conduct an onsite Phase 1 Environmental Audit.
- Prepare a plan of proposed site layout and review with the City prior to its implementation.

- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to its implementation.
- Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the (DMS).
- Build and/or maintain roads as necessary for (DMS) operation
- Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the (DMS).
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the (DMS) to those determined by the City.
- Stage and process all debris in accordance with instructions from the City.
- Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
- Prior to reduction and to the extent practical, segregate debris between vegetative debris, construction and demolition debris, white goods and hazardous waste. Recycle materials where applicable.
- Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the (DMS).
- Provide the City with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the (DMS).
- Upon the closure of the (DMS), restore the site to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
- As directed by the City, sod, hydro-seed or sprig the property or repair asphalt surfaces once all other site closure issues have been addressed.
- As directed by the City conduct post use soil and water test.

2.2.5 Removal of Hazardous Trees and Hanging Limbs

As directed by the City in writing, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to:

- Remove hanging tree limbs (2) two inches or greater in diameter existing in the City.
- Remove hazardous trees existing in the City inclusive of the stump if the root balls are more than 50% exposed and place the debris in a suitable place for collection.
- Flush cut hazardous trees existing in the City if the root balls are less than 50% exposed and place the debris in a suitable place for collection.
- Load and remove all debris generated from the removal of all hazardous trees and hanging limbs as if it were normal vegetative debris in accordance with 5.2.

All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Successful Proposer, in writing, by the City.

2.2.6 Removal of Hazardous Stumps

As directed by the City in writing, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage hazardous uprooted stumps as follows:

- Successful Proposer will be compensated for the process of extracting and transporting, to the (DMS) or final disposal site, hazardous stumps that are (24) twenty-four inches or **greater in** diameter, measured (24) twenty-four inches from the base of the tree (large stumps) (This unit cost does not apply to previously extracted stumps placed out for

collection, which will be compensated for as normal vegetative debris.) For contractor extracted stumps, Successful Proposer will be further compensated for the management process through final disposal in accordance with the unit costs per cubic yard of normal vegetative debris. The cubic yardage of each stump will be determined using the FEMA Stump Conversion Table. (See Section 11 – FEMA Stump Conversion Table) Where appropriate, the City or its representative will measure and further certify the FEMA disaster assistance eligibility of all stumps before removal. Successful Proposer is responsible for determining the method of extraction and transport of stumps, subject to the approval of the City. As part of the large stump removal process, the Successful Proposer shall fill the stump hole with fill suitable for the cultivation of replacement trees subject to the approval of the City. Hole shall be filled to a point even with the surrounding intact, undisturbed ground elevation.

- Regardless of the need for extraction, the Successful Proposer will be compensated at the unit cost per cubic yard of normal vegetative debris, for the transport to the (DMS) or final disposal site, all hazardous stumps that measure less than (24) twenty-four inches in diameter measured (24) twenty-four inches from the base of the tree (small stumps). If the stumps are transported separate from other normal vegetative debris, the cubic yardage of each stump will be determined using the FEMA Stump Conversion Table (See Section 11 – FEMA Stump Conversion Table). It is assumed that most small stumps will be comingled with normal vegetative debris. Successful Proposer is responsible for determining the method of extraction and transport of stumps, subject to the approval of the City. As part of the large stump removal process, the Successful Proposer shall fill the stump hole with fill suitable for the cultivation of replacement trees subject to the approval of the City. Hole shall be filled to a point even with the surrounding intact, undisturbed ground elevation.

- **Non-Eligible Stumps**
  - Cost per inch of stump diameter includes stump removal to 24” below grade and surface roots.

- **Bracing / Standing Up of Trees:**
  - Cost per tree to straighten and brace with 2’ x 3’ or 2’ x 4’ lumber.
    - 5” diameter at breast height (DBH) or less uprooted over 50%
    - 5” diameter at breast height (DBH) or less only leaning and/or uprooted less than 50%
  - Cost per diameter at breast height (DBH)
    - Trees and palms greater than 5” DBH

2.2.7 Hazardous Waste Removal, Transport, and Disposal

As directed by the City in writing, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of HW and HHW, Infectious Waste and CBRN Waste. The removal, transportation, and disposal of HW and HHW, Infectious Waste and CBRN Waste includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

The Successful Proposer will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Successful Proposer will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Successful Proposer personnel in the safe and proper handling and disposal of the material. The Contractor will be reimbursed at a fixed rate for this service.

2.2.8 Debris removal from canals

The Successful Proposer will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition (C&D) debris affecting the canals, but excludes removal of damaged and/or abandoned boats and cars. Debris will be placed such as to be managed as normal vegetative and/or construction and demolition (C&D) debris in accordance with the Component or Consolidated services process specified by the City in writing. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.2.9 Designation and Management of Staging Areas

Successful Proposer shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Successful Proposer shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Successful Proposer and sub-contractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Successful Proposer, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

2.2.10 Disaster Recovery Technical Assistance

At no cost to the City, the Successful Proposer will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

2.3 PERFORMANCE OF SERVICES

2.3.1 Description of Service

Successful Proposer agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

2.3.2 Cost of Services

Successful Proposer shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Successful Proposer shall be compensated at the contracted prices.

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs as originally contracted. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the Contractor and the City and approval by formal City action.

In addition, all costs related to labor, materials and equipment shall be fair, reasonable, and where applicable, consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates.

2.4 STANDARDS OF PERFORMANCE

2.4.1 Successful Proposer representative and General Operations Plan:

Successful Proposer shall identify a representative who shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement, the Contractor's General Operations Plan and the City's Work Authorization. A specific Operations Plan may be required of the Contractor for each disaster.

2.4.2 Mobilization

Unless otherwise required herein; when a Notice to Proceed or Purchase Order in advance of an event has been received by Successful Proposer, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the Successful Proposer to mobilize resources on the schedule required by the City.

2.5 GENERAL RESPONSIBILITIESOF THE CITY AND THE SUCCESSFUL PROPOSER

2.5.1 Other Agreements

The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. Successful Proposer shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. City will provide Successful Proposer with a copy of any applicable agreements.

2.5.2 The City's Obligations

The City shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice to Proceed or Purchase Order.

2.5.3 Successful Proposer's Conduct of Work

Successful Proposer shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Successful Proposer personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

2.5.4 Supervision by Successful Proposer

Successful Proposer will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Successful Proposer is solely responsible for all means, methods, techniques, safety and other procedures. Successful Proposer will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Successful Proposer. All communications given to the project manager by the Contract Administrator or designee shall be as binding as if given to Successful Proposer.

2.5.5 Self-sufficiency of Successful Proposer and Subcontractors

The Successful Proposer shall ensure that its work force, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

2.5.6 Damages by Successful Proposer

Successful Proposer shall be responsible for conducting all operations, whether contemplated by this Agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Successful Proposer shall also be responsible for any damages due to the negligence of its employees and subcontractors. Successful Proposer must report such damage to the Contract Administrator in writing within 24 hours. Should any property be damaged due to negligence on the part of the Successful Proposer, the City may either bill Successful Proposer for the damages, withhold funds due to Successful Proposer, or the contractor may

also repair all damage to the satisfaction of the City. The determination of whether "negligence" has occurred shall be made by the City.

2.5.7 Successful Proposer's Duty Regarding Other Contractor(s):

Successful Proposer acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

2.5.8 Successful Proposer's Ownership of Debris:

All debris once collected by the contractor shall become the property of the Successful Proposer or by written notification to the Successful Proposer the City may exercise ownership of debris for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

2.5.9 Successful Proposer's Disposal of Debris:

The Successful Proposer is responsible for locating and making available for use, a final disposal site or sites for all types of debris. In the event that the Successful Proposer is tasked with disposal of debris, these sites shall be used by the Successful Proposer unless alternate sites are approved by the City in writing. The contractor may be tasked with hauling debris to the a facility designated by the City, in which case the Successful Proposer will be compensated for the tipping fee as a direct pass through of costs. The City may at its option and as may be permitted by the disposal facility, make arrangements to pay the disposal facility directly for the tipping fee.

In accordance with all applicable law and regulation, the Successful Proposer shall be responsible for determining and executing the method and manner for processing debris at the (DMS) if used.

2.6 GENERAL REQUIREMENTS

2.6.1 Multiple, Scheduled Passes

Successful Proposer shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The Successful Proposer will document the completion of all passes based on direction from the City and will provide this documentation to the City at the frequency requested by the City. Partial removal of debris piles is strictly prohibited. The Successful Proposer shall not move from one designated work area to another designated work area without prior approval from the City or its 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 Successful Proposer shall not enter onto private property during the performance of this contract unless specifically authorized by the City, in writing.

2.6.2 Clean as you go Policy

The Successful Proposer shall provide a "clean as you go" policy and supervise and enforce such policy during debris removal operations. 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 6 inches in any dimension shall be left on site. Hand crews and rakes will be required.

2.6.3 Operation of Equipment

Successful Proposer shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW. Since the City's system of grass

swales function as drainage infrastructure, the contractor and/or subcontractors shall use grapple devices to collect and load debris. In order to minimize damage to the City's drainage infrastructure, loading with buckets without grapples should be done as a last resort and only with City approval. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the Successful Proposer will ensure that a ROE Agreement has been obtained prior to property entry. The utmost care shall be given to the protection of trees and built infrastructure that remains in the disaster area such that no additional damage is caused by the Successful Proposer's activities.

2.6.4 Security of Debris during Hauling

Successful Proposer shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Successful Proposer shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Successful Proposer will survey the primary routes used by Successful Proposer for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

2.6.5 Traffic Control:

Successful Proposer shall mitigate impact on local traffic conditions to the greatest extent possible. Successful Proposer is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devises (MUTCD). Successful Proposer shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

2.6.6 Work Days/Hours

Work days and/or work hours shall be as directed by the City following consultation and notification to Successful Proposer. Working hours on holidays shall be at the discretion of the City.

2.6.7 Work Safety

Successful Proposer shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Successful Proposer will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. Successful Proposer shall ensure that its subcontracts contain an equivalent safety provision. Monitoring towers shall be properly constructed for safety. Additionally, Proposer shall acknowledge and certify that it is in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as set forth in Schedule "L" of the Proposal.

2.6.8 Inspection of Successful Proposer Operations:

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

2.6.9 Corrective Actions Required of Successful Proposer

When instructed by the City's representative, the Successful Proposer will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion. Notify City within 24 hours.

2.6.10 Ineligible Work:

Unless otherwise advised in writing by the City, the Successful Proposer will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or Federal reimbursement.

2.6.11 Eligibility Inspections:

City's monitors shall inspect each load of debris, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

2.6.12 Eligibility Determinations:

If the Successful Proposer has been tasked in writing with the removal of only eligible debris, and subsequently any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Successful Proposer will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris. This does not preclude payment for non-eligible debris that is collected at the written direction of the City in a Work Authorization.

2.6.13 Other Agencies

The term "government" as used in this solicitation refers to those governmental agencies which may have a regulatory or funding interest in this Agreement.

2.7 REPORTS, CERTIFICATIONS AND DOCUMENTATION

2.7.1 Reports

Successful Proposer shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal, and all tree related activities such as, but not limited to: trimming of hanging branches and limbs, removal of damaged and/or leaning trees, and stump removal. These reports may include, but are not limited to:

2.7.1a Daily Reports

Daily reports may detail the locations where passes for debris removal and tree trimming were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris removal operations and tree related activities , and the number of grinders, chippers and mulching machines in operation. Successful Proposer will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Successful Proposer's operations within 24 hours.

2.7.1b Weekly Summaries

A summary of all information contained in the daily reports as described in Section 2.7.1, within two days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access or proprietary computer program as may be approved by the City. On line access to the data is preferred. The submitted electronic weekly data will include: Collection Successful Proposer, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field

monitor name / number, (DMS) location, tower monitor / name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

2.7.2 Report Delivery:

The delivery schedule, point of delivery and the receiving personnel for the debris operations report will be directed by the City, in consultation with Successful Proposer.

2.7.3 Data Reconciliation

Reconciliation of data will be accomplished weekly between the Successful Proposer and the City's representative. All discrepancies will be resolved within 5 days.

2.7.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the City, Successful Proposer shall prepare and submit a detailed description of all debris removal activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Successful Proposer, plus the total cost of the project invoiced to the City. The Successful Proposer shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors and material and service suppliers to the Successful Proposer have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris removal operations for the City and/or government. Final project reconciliation must be approved by the City.

2.7.5 Certifications

The Successful Proposer will adhere to the process for certification of personnel and vehicles established by the City, to include the following:

2.7.5a Certification of Vehicles and Load Capacity

Successful Proposer shall ensure that all equipment is certified in accordance with most current Federal and City procedures. After a disaster, the City, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the Successful Proposer.

All Successful Proposer and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

Truck body dimensions shall be measured, and information recorded on certification forms provided by the contractor with calculated capacity in cubic yards, license number, truck identification number assigned by the Successful Proposer and a short physical description of the truck noted. The Successful Proposer shall provide two placards for each truck, which shall be affixed on opposite sides of the truck body. The placards shall clearly display the contracting jurisdiction, the Successful Proposer, local government agency, and subcontractor name (if applicable), the vehicle number, the certified volume of the truck, and the date of certification. The placards will be consistent with the Standardized Debris Truck Placard (See Section 12). In the event that waste is disposed of at a facility at a per ton rate, the tare weight of the hauling vehicle shall be recorded on the certification forms.

The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and sub-contractor's records. Trucks may be periodically recertified by the City.

2.7.5b Certification of Personnel

The Successful Proposer will certify to the City that all Successful Proposer and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris removal operations. Upon request of the City, the Successful Proposer will provide documentation certifying the adequacy of the training, experience and capabilities of all Successful Proposer and subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the Successful Proposer assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of the City.
- Senior, supervisory personnel of the Successful Proposer and all subcontractors thereto will have received training in debris management, and the implementation of the National Incident Management System (NIMS).
- Personnel assigned by the Successful Proposer as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the City as may be required.
- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.
- Upon their deployment for field operations, all Successful Proposer and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris removal process, including safety procedures, load ticket management procedures, and accident reporting procedures

2.7.6 Utilization of a standardized "load ticket"

The Successful Proposer and all subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the (DMS) and/or final disposal location, as indicated. The "load ticket" utilized shall provide opportunity for recording the following information: Preprinted ticket number, Contract number, Prime contractor's name or designated number, Date, Truck number , Truck driver's name, type of material (Vegetation, Construction & Demolition, White Goods, Household Hazardous Waste or Other), Load Location (GPS or address preferred), Loading date/time (departure from collection location), Loading Site Monitor name/signature, Truck capacity in cubic yards or tons, Load Size, either cubic yards (percent of actual) or tons, Unloading location, Unloading date/time (arrival at disposal site), Unloading site monitor name/signature.

2.7.7 Additional Supporting Documentation:

Successful Proposer shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Successful Proposer as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

2.7.8 Report Maintenance:

Successful Proposer will be subject to audit by federal, state and local agencies pursuant to this Agreement. Successful Proposer will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than three (3) years.

2.8 ADDITIONAL SERVICES

The City wishes the Successful Proposer to be prepared to provide the following additional services.

2.8.1 Abandoned Vehicles

The Successful Proposer will remove motor vehicles, to include trailers and RV's, damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The City will identify the

area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Successful Proposer in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Successful Proposer will also ensure the proper final disposal of the removed vehicle. The Successful Proposer will be reimbursed at a fixed rate, inclusive of all towing, processing and disposal costs.

2.8.2 Boats

Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the City will be collected by the Successful Proposer, processed for removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The City will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Successful Proposer to remove and dispose of the vessel. The Successful Proposer is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. Boat debris shall be placed such as to be managed as C&D debris in accordance with the Component or Consolidated services process specified by the City in writing. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.3 Fire Suppression Support

In the event of water system failure in the City, the Successful Proposer will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the City. The City will direct the Successful Proposer regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.4 Emergency potable water

The Successful Proposer will provide the City with whole pallets of individually bottled drinking water. The City will instruct the Successful Proposer as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.5 Emergency delivery of ice

The Successful Proposer will provide the City with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The City will instruct the Successful Proposer as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.6 Temporary bathrooms, showers, kitchens and feeding locations

The Successful Proposer will provide the City with “comfort stations,” e.g., modular units to provide for the comfort and support of disaster victims within or near impacted neighborhoods. The modular units will include tents, portable toilets, hand basins, shower units, a mobile kitchen, chairs and tables for food service, and all necessary personnel, food, equipment and supplies to operate the units for extended periods. Each comfort station must include equipment compliant with the Americans with Disabilities Act. The unit must be capable of serving three meals per day. The City will provide law enforcement and emergency medical services staff to compliment the work force provided by the Successful Proposer. The Successful Proposer will be reimbursed at a fixed rate for this service for units capable of serving 50 or 100 persons.

2.8.7 Temporary satellite communications

The Successful Proposer will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by City personnel in the event of failure of other communications systems. The units will be rented/leased to the City and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational upon delivery to the City, without further action by the City. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.8 Emergency power generation

The Successful Proposer will provide mobile electric power generation units for facilities and locations located within the City. The City will define the size and fuel type of the mobile units, which will be leased to the City. The Successful Proposer will deliver the units to the facilities or locations designated by the City, and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Successful Proposer will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Successful Proposer will also provide fuel for the duration of the units use by the City, and will have readily available technical support and repair or replacement services. The Successful Proposer will be reimbursed a fixed rate for this service.

2.8.9 Pumping and water relocation/removal for flood control

The Successful Proposer will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the City. The minimum required capacity of the services to be provided to any such location, upon instruction of the City, will be (110 gallons/minute with a 4" connection). Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Successful Proposer must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.10 Sewer, culvert and catch basin cleaning

The Successful Proposer will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, and catch basins. The City will designate the storm water systems to be cleaned. This service will be provided on a per structure basis.

2.8.11 Decontamination of buildings and facilities

The Successful Proposer will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the City. The Successful Proposer is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Successful Proposer must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.12 Mold remediation

The Successful Proposer will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the City. The Successful Proposer will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The City will designate which buildings or other structures are to be remediated, will approve the Successful Proposer's mold remediation plan, and will designate the disposal facility to be utilized for mold-contaminated materials removed by the Successful Proposer. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.13 Modular Units for Continuity of Operations

The Successful Proposer shall provide modular units/office trailers for continuity of operations. Units shall have central or wall mounted HVAC, lighting, electrical outlets, and vinyl flooring. Units must include office furniture, sufficient to accommodate laptop or desktop computers and monitors. Units must be ADA compliant.

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EXHIBIT B
COMPENSATION

RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES
SCHEDULE 1 - TIME AND MATERIALS PRICE SCHEDULE
(Hourly Labor and Equipment Rates)

Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime. Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

Heavy Equipment	Size or Type	U/M	Unit Price
			Operators Included
Skid Steer Loader	Bobcat	Hour	$100.00
Backhoe	Cat 416	Hour	$110.00
Wheel Loaders	Cat 950	Hour	$130.00
Wheel Loaders	Cat 966	Hour	$160.00
Wheel Loaders	Cat 980	Hour	$190.00
Tracked Loader	Cat 955	Hour	$160.00
Towed Loader w/ Tractor	Prentice 210	Hour	$230.00
Self Loading Knuckle boom Truck	25 - 35 CY Body	Hour	$230.00
Self Loading Knuckle boom Truck	35 - 45 CY Body	Hour	$230.00
Self Loading Knuckle boom Tandem Truck	45 – 75 CY Body	Hour	$230.00
Dozer	Cat D4	Hour	$110.00
Dozer	Cat D5	Hour	$130.00
Dozer	Cat D6	Hour	$160.00
Dozer	Cat D7	Hour	$175.00
Dozer	Cat D8	Hour	$200.00
Excavators with Grapple or Thumb	Cat 320	Hour	$130.00
Excavators with Grapple or Thumb	Cat 325	Hour	$150.00
Excavators with Grapple or Thumb	Cat 330	Hour	$170.00
Tractor w/ Box Blade	80 Hp	Hour	$90.00
Motor Grader	Cat 120G	Hour	$140.00
Crane	30 Ton	Hour	$300.00
Bucket Truck	Up to 50' reach	Hour	$125.00
Bucket Truck	50' to 75' reach	Hour	$165.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	$145.00
Mechanized Broom	Street Sweeper	Hour	$100.00
Water Truck	2000 Gallon	Hour	$100.00
Stump Grinder	Vermeer 252	Hour	$60.00
Chipper w/ 2 man crew	Morbark Storm	Hour	$120.00
12-Foot Tub Grinder	Morbark 1200	Hour	$450.00
13-Foot Tub Grinder	Morbark 1300	Hour	$500.00
14-Foot Tub Grinder	Diamond Z 1463	Hour	$550.00

Heavy Equipment	Size or Type	U/M	Unit Price
Equipment Transport w/ Tractor	50 Ton	Hour	$130.00
Truck Mounted Winch	Tow Truck	Hour	$100.00
Haul Vehicles	**Size or Type**	**U/M**	**Unit Price**
			Operators Included
Dump Truck	10 to 15 CY	Hour	$90.00
Dump Truck	16 to 20 CY	Hour	$95.00
Trailer Dump w/ Tractor	30 to 40 CY	Hour	$105.00
Trailer Dump w/ Tractor	41 to 50 CY	Hour	$110.00
Trailer Dump w/ Tractor	51 to 60 CY	Hour	$120.00
Trailer Dump w/ Tractor	61 to 70 CY	Hour	$130.00
Walking Floor Trailer w/ Tractor	100 CY	Hour	$140.00
Transportation Vehicles	**Size or Type**	**U/M**	**Unit Price**
			Operators Not Included
Pickup Truck	1/2 Ton	Day	$150.00
Pickup Truck	3/4 Ton	Day	$150.00
Pickup Truck	1 Ton	Day	$180.00
Box Truck	3/4 Ton	Day	$200.00
Utility Van	3/4 Ton	Day	$180.00
Passenger Van	9 Passenger	Day	$180.00
Passenger Car	Full size	Day	$150.00
Personnel	**Size or Type**	**U/M**	**Unit Price**
Superintendent w/ Pickup Truck	Individual	Hour	$98.00
Supervisor w/ Pickup Truck	Individual	Hour	$98.00
Safety or QC Manager w/ Pickup Truck	Individual	Hour	$95.00
Mechanic w/ Truck and Tools	Individual	Hour	$95.00
Climber w/ Gear	Individual	Hour	$72.00
Operator w/ Chainsaw	Individual	Hour	$62.00
Laborer w/ Tools	Individual	Hour	$48.00
Traffic Control Personnel	Individual	Hour	$48.00
Ticket Writers	Individual	Hour	$48.00
Clerical	Individual	Hour	$48.00
Administrative Assistant	Individual	Hour	$48.00

RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES
SCHEDULE 2 - UNIT PRICE SCHEDULE

Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime. Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

DESCRIPTION OF SERVICES: ALL SERVICES ARE AS DIRECTED BY THE CITY AS TO THE LOCATION OF WORK AREA, DISASTER ASSISTANCE FUNDING AND AS OTHERWISE SPECIFIEDIN THE RFP DOCUMENT	**UNIT OF MEASURE**	**UNIT PRICE**
COMPONENT SERVICES		
Mobilization and demobilization	(lump sum)	$1.00
Collect Vegetative Debris from public or private property and transport to DMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
(0-15 miles)	Cubic Yard	$11.00
(15 – 30 miles)	Cubic Yard	$12.50
(>30 miles)	Per Mile over 30 Miles, Per Cubic Yard.	$0.25

Collect Construction and Demolition Debris (C&D) (including white goods not requiring Freon removal) from public or private property and transport to DMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
0-15 miles	Cubic Yard	$11.00
15-30 miles	Cubic Yard	$12.50
>30 miles	Per Mile over 30 Miles, Per Cubic Yard.	$0.25
Management of DMS and Processing (Reduction) of Vegetative Debris (including stumps).	Cubic Yard	$5.00
Management of DMS and Processing (reduction, separation, recycling etc.) of Construction and Demolition Debris (C&D) (including white goods not requiring Freon removal).	Cubic Yard	$5.00
Haul-Out of Reduced or Unreduced Debris from DMS to Final Disposal Site.		
(0-15 miles)	Cubic Yard	$12.00
(15 - 30 miles)	Cubic Yard	$14.00
(>30 miles)	Per Mile over 30 Miles, Per Cubic Yard.	$0.25
Disposal at Contractor's Final Disposal Site		
• Vegetative Debris (reduced)	Cubic Yard	$15.00
• Vegetative Debris (un-reduced)	Cubic Yard	$15.00
• Processed construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal)	Cubic Yard	$15.00
• Unprocessed Construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal)	Cubic Yard	$15.00
• Animal Carcasses	Carcass	$50.00

White Goods Freon processing	Piece	$40.00
Hazardous Stump Extraction and Transportation to a DMS. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
< 24” (Treated as Normal Vegetative Debris, no per tree removal cost is applicable)	Not applicable	<24” and/or stumps less than 50% uprooted. Cost per inch of stump diameter. Includes stump and surface roots.
24”- 36”	Per Stump	$350.00
36” – 48”	Per Stump	$450.00
48” – 72”	Per Stump	$600.00
72” +	Per Stump	$800.00
Hazardous Stump Extraction and Transportation to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
< 24” (Treated as Normal Vegetative Debris, no per tree removal cost is applicable)	Not applicable	As Per Vegetative Debris cubic yard rate – no extra charge for this item.
24”- 36”	Per Stump	$350.00
36” – 48”	Per Stump	$450.00
48” – 72”	Per Stump	$600.00
72” +	Per Stump	$800.00
Stump hole filling (process and material.)	Cubic Yard of Fill	$30.00
Hanging Tree Limb Removal (2” or greater in diameter)	Per Tree	$125.00

Remove Hazardous Trees with attached stumps if root balls are exposed more than 50%. All debris is to then be considered as normal debris. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the removal process.		
0" – 12" diameter (no per tree removal cost is applicable. Treat the debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate
13" to 24" diameter	Per Tree	$200.00
25" to 48" diameter	Per Tree	$470.00
49" to 72" diameter	Per Tree	$650.00
> 72" diameter	Per Tree	$900.00
Flush cut Hazardous Trees with root balls exposed less than 50%. All debris is to then be considered as normal debris. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the removal process.		
0" – 12" diameter (no per tree removal cost Is applicable. Treat the debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate
13" to 24" diameter	Per Tree	$100.00
25" to 48" diameter	Per Tree	$270.00
49" to 72" diameter	Per Tree	$550.00
> 72" diameter	Per Tree	$800.00
Demolition of Structures. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Square Foot of structure	$6.00
Animal Carcass Removal and Disposal	Carcass	$100.00
Hazardous Waste and Household Hazardous Waste Collection, Clean-up and Disposal		
	Per 5 gallon	$150.00
	Per Cubic Yard	$850.00

Infectious Waste Clean-up and Disposal		
	Per 5 gallon	$150.00
	Per Cubic Yard	$850.00
CBRN Waste Clean-up and Disposal		
	Per 5 gallon	$150.00
	Per Cubic Yard	$850.00
Debris removal from Canals/Waterways requiring the use of a boat or barge. Collect vegetative and/or Construction and Demolition (C&D) debris from canals/waterways and adjacent banks inaccessible from land and transport to DMS or final disposal location. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per cubic yard	See Consolidated Service #1 on the following page.

CONSOLIDATED ALL INCLUSIVE SERVICES		
DESCRIPTION OF SERVICE	**UNIT OF MEASURE**	**UNIT PRICE**
Consolidated Service # 1 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
• The Contractor shall collect and haul vegetative debris and animal carcasses to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. • The Contractor shall extract and provide any necessary extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. (Inclusive of debris removal as described herein.) • The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herein. (Inclusive of debris removal as described herein.) • The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. (Inclusive of debris removal as described herein.) • The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$38.00
• **Consolidated Service 1a -** As a component of Consolidated Service #1, the Contractor shall also provide debris processing, (DMS) management, debris reduction, and debris haul out and disposal for vegetative debris and animal carcasses delivered to the DMS by the City or other City authorized sources.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$18.00

Consolidated service # 2a - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall collect and haul all C&D debris and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$32.00
Consolidated service # 2b - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall also provide debris processing, (DMS) management, debris reduction, and debris haul out and disposal for C&D debris, all white goods (including Freon processing) and Animal Carcasses delivered to the DMS by the City or other City authorized sources.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$18.00

Consolidated service # 3 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP. document:		
• The Contractor shall collect and haul vegetative debris, C&D debris, animal carcasses and all white goods (including Freon processing), and Animal Carcasses directly to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. • The Contractor shall extract and provide extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. Inclusive of debris removal as described herein. • The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herein. • The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. Inclusive of debris removal as described herein. • The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.	$38.00

Consolidated service # 4a - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$32.00
Consolidated service # 4b - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.	$20.00
Consolidated service # 5 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
• The Contractor shall collect and haul vegetative debris (including stumps) and Animal Carcasses to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. • The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$35.00

RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES
SCHEDULE 3 – ADDITIONAL SERVICES SCHEDULE

Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime. Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

NOTE: Proposers are requested (but not required) to provide pricing for Additional Services as shown below. **Pricing for Additional Services will not be included in the Price Proposal Evaluation**. Proposers may provide additional services to the ones listed below. A unit price along with unit of measure and a description of the services must be included.

	UNIT OF MEASURE	UNIT PRICE
Abandoned Vehicle* Removal and disposal (FROM LAND) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. *** Boat trailer or open trailer; Box trailer; RV or BUS**	Vehicle	$250.00
Abandoned Vehicle* Removal and disposal (FROM WATER) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. ***Boat trailer or open trailer; Box trailer; RV or BUS**	Vehicle	$400.00
Boat removal, processing and disposal FROM LAND. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per lineal foot	$40.00
Boat removal, processing and disposal FROM WATER. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per lineal foot	$65.00
Fire Suppression Support.	Per Vehicle	$250.00
Emergency potable water.	Cost per gallon	$3.00
Emergency delivery of ice.	Per Pound	$6.00
Temporary bathrooms, showers, kitchens and feeding locations.	50 person unit for one day	$8,000.00
	100 person unit for one day	$12,000.00
Temporary satellite communications.	Per Phone/day	$150.00
Provide labor and machinery for pumping and water relocation/removal for flood control. **Pump capacity of 110 gallons per minute with a 4" discharge.**	Per pump/hour	$40.00

Hose for pump operation.	Per 100 foot of hose.	$50.00
Sewer, culvert and catch basin cleaning.	Per structure	$400.00
Decontamination of buildings and facilities.	Per square foot of affected facility.	$2.00
Mold remediation.	Per square foot of affected facility.	$45.00
Modular Units for Continuity of Operations	Per Unit / Per Day	$500.00
Temporary Refrigeration Rental	Per Unit / Per Day	$500.00

Emergency power generation.								
				Amps at different available 3 ph, 4 wire voltages			**UNIT OF MEASURE**	**UNIT PRICE**
KW	KVA	Fuel Capacity	Run time	120/240v	120/208v	277/480v		
100	125	196 gal	26 hrs	301 Amps	347 Amps	150 Amps	Per Generator	$2,500.00
175	219	350 gal	28 hrs	527Amps	608 Amps	264 Amps	Per Generator	$3,500.00
240	300	379 gal	23 hrs	723 Amps	834 Amps	361 Amps	Per Generator	$4,000.00
320	400	479 gal	23 hrs	963 Amps	1112 Amps	482 Amps	Per Generator	$5,000.00

SPECIFICATIONS OF PROPOSED PRODUCTS (Schedule 3 – Additional Services)

Temporary bathrooms, showers, kitchens, and feeding locations (50 person and 100 person units)

Modular Units for Continuity of Operations

Modular Units for Temporary Refrigeration Rental

August 2, 2018

City of Coral Gables, Florida
Procurement Division
2800 S.W. 72 Avenue
Miami, FL 33155

RE: Additional Requested Clarification to Proposal for Disaster Debris Removal Services RFP 2018-009

In response to your request for additional clarification on August 1, 2018, please find the enclosed specifications for some units that may potentially be utilized upon request from the City of Coral Gables (City) to provide temporary bathrooms, showers, kitchens, and feeding locations (50 person and 100-person units), modular units for continuity of operations, and/or temporary refrigeration rental.

Please note that, as clarified in the City's RFP, these are optional and not required services of the awarded contractors. The specifications for the specific units described herein were obtained by Phillips & Jordan for the purpose of preparing our price proposal for the City. This information is being provided at the City's request with the understanding that the units that would be provided in the event of a contract activation may change based on several event-specific factors including the severity/magnitude of the event, amount of people to be serviced, availability of specific units following an event, and site-specific location and utility requirements. Final equipment specifications will be determined upon activation.

Thank you for your consideration,

Dudley Orr
Vice President
Phillips & Jordan, Incorporated

10201 Parkside Drive – Suite 300 • Knoxville, TN 37922 • office 865.688.8342 • fax 865.392.3090
pandj.com

Bicon Kitchen/Refrigeration Unit

All containerized kitchens are provided with full exhaust hoods and ANSUL fire suppression systems, interior lighting, HVAC, refrigeration & dry storage, dual convection ovens, six-burner range, tilt skillet, warming cabinets, prep areas, three-bay sink, and a hand-wash sink. Complete stainless-steel interiors and an easily removable grease trap allow for quick and easy cleanup. Units are self-contained with onboard power, propane, wastewater storage, and a hot water heater. Water can be supplied from a municipal system or via water tankers and pumps. These units are built to the highest standards with equipment and floor plans that rival any existing fixed kitchen facility.

- Size: 8'W x 8'6"H x 10'D
- Footprint: 8' x 10'
- Weight: 5,280 lbs
- Water Inlet: 1" NPT
- Power: 50A 220V Plug
- HVAC: 1-Ton Heat/AC unit

Dining/Continuity of Operations

Sentinel II Airbeam Structures

The Sentinel II Airbeam tented structure erects in less than six minutes with no major tools and minimal labor. The Sentinel II is available in five sizes and four colors. The Sentinel's rapid deployable configuration is ideal for small scale camp dining facilities, can be equipped with tables and chairs, and can easily connect to our Containerized Kitchen Unit (CKU).

Tented Structures

Tented structures consist of a climate-controlled tent with raised flooring, lighting, cell phone charging stations, doors, exit signs, and fire extinguishers. These soft wall accommodations can be provided with tables, chairs, buffet/serving equipment, food service, and cleaning service. The Containerized Kitchen Unit (CKU) can easily connect to any of our tented structures for easy access.

- Set Up Time: 6 min
- Set Up Dimensions Footprint: 32'8" x 18'4" (10.0 x 5.8m)
- Arches/Beams: 5
- Peak: 9'2"
- Area: 603 sf (183.8 sm)
- Total Weight: 640 lb (290.3 kg)
- Packed Dimensions Tent: 55" x 39" x 30" (1.4 x 1.0 x 0.8m)
- Tents/20' Container: 12
- Environment: -20 to 135 F (-29 to 57 C)
- Wind Load: 55mph/Gust to 65mph

Bathroom/showers

Main module of a complete modular solution: toilets, urinals, sinks, and showers. Strong and sustainable design. Simple, safe, economic transport and loading. Flexible on-site placement possibilities. 90% reduction on water usage and wastewater output compared to regular toilets.

Hygienic “one form” corner-free interior design. Designed for fast and easy cleaning. No dangerous steps to get in the stall.

- Dimensions: 255 x 120 x 145 cm (folded) 235 cm (in use)
- 8.37 x 3.94 x 4.76 ft (folded) 7.71 ft (in use)
- Frame: Galvanized steel
- Interior: Fiberglass
- Weight: 1650 lbs
- Toilets: Vacuum flushing
- Power: 12V
- Standard: Waste bin, toilet roll holder, clothes hook, LED light
- Installation tools: Not needed

EXHIBIT C
CITY RESOLUTION AND APPLICABLE CODE PROVISIONS

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2018-165 (AS AMENDED)

A RESOLUTION AUTHORIZING THE PROCUREMENT OFFICER TO AWARD THE DISASTER DEBRIS REMOVAL SERVICES CONTRACT TO THE THREE (3) HIGHEST RANKED RESPONSIVE-RESPONSIBLE PROPOSERS IN RANK ORDER: ASHBRITT, INC., (PRIMARY), PHILLIPS AND JORDAN, INC., (SECONDARY), AND CERES ENVIRONMENTAL SERVICES, INC., (TERTIARY) PURSUANT TO SECTION 2-763 OF THE PROCUREMENT CODE ENTITLED "CONTRACT AWARD" AND REQUEST FOR PROPOSALS (RFP) 2018-009; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH EACH PROPOSER FOR A PERIOD OF THREE (3) YEARS WITH OPTIONS TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS, EXERCISABLE AT THE OPTION OF THE CITY MANAGER; SHOULD NEGOTIATIONS FAIL WITH ANY OF THE THREE (3) MOST RESPONSIVE-RESPONSIBLE PROPOSERS, NEGOTIATIONS SHALL COMMENCE WITH THE NEXT MOST RESPONSIVE-RESPONSIBLE PROPOSER (UP TO THE FIFTH RANKED PROPOSER) UNTIL AN AGREEMENT SATISFACTORY TO THE CITY HAS BEEN REACHED.

WHEREAS, on March 6, 2018, the Procurement Division of Finance formally advertised, issued, and distributed Disaster Debris Removal Services, Request for Proposals (RFP) 2018-009; and

WHEREAS, fifty (50) prospective proposers downloaded the RFP package from Public Purchase, the City's web based e-Procurement service; and

WHEREAS, on April 5, 2018, eight (8) firms submitted proposals in response to the RFP: Ashbritt, Inc., Arbor Tree & Land, Inc. (ATL), Ceres Environmental Services, Inc., Crowder Gulf Joint Venture, Inc., D & J Enterprises, Inc., DRC Emergency Services, LLC., Phillips and Jordan, Inc., T.F.R. Enterprises, Inc.; and

WHEREAS, on April 25, 2018, the Evaluation Committee convened to evaluate the eight (8) responsive proposals and recommended to award the RFP and negotiate a

Professional Services Agreement with three (3) most responsive-responsible proposers in rank order: Phillips and Jordan, Inc., (Primary), Ceres Environmental Services, Inc., (Secondary), and Ashbritt, Inc., (Tertiary); and

WHEREAS, on May 9, 2018, Ashbritt, Inc., who was ranked Tertiary, filed an official protest challenging the rank order of the selection committee; and

WHEREAS, at the June 12, 2018 City Commission meeting, the protest was heard; and

WHEREAS, the City Commission upheld the protest changing the order of preference to: Ashbritt, Inc. (Primary), Phillips and Jordan, Inc. (Secondary), and Ceres Environmental Services, Inc. (Tertiary);

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That 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.

SECTION 2. That the City Commission rejects the recommendation of the Procurement Officer to award the contract with Phillips and Jordan, Inc., (Primary), Ceres Environmental Services, Inc., (Secondary), and Ashbritt, Inc., (Tertiary) and instead, authorizes the award in the following rank order: Ashbritt, Inc. (Primary), Phillips and Jordan, Inc. (Secondary), and Ceres Environmental Services, Inc. (Tertiary).

SECTION 3. That the City Commission further authorizes the City Manager to negotiate and execute a Professional Services Agreement with each proposer for a period of three (3) years with options to renew for two (2) additional two (2) year periods, exercisable at the option of the City Manager; should negotiations fail with any of the three (3) most responsive-responsible proposers, negotiations shall commence with the next most responsive-responsible proposer (up to the fifth ranked proposer), until an Agreement satisfactory to the City has been reached.

That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWELFTH DAY OF JUNE, A.D., 2018.
(Moved: Quesada / Seconded: Lago)
(Yeas: Mena, Quesada, Keon, Lago)
(Majority: (4-1)
(Nays: Valdes-Fauli)
(Agenda Item: J-2)

APPROVED:

RAÚLVALDÉS-FAULI
MAYOR

ATTEST:

WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

MIRIAM SOLER RAMOS
CITY ATTORNEY

EXHIBIT D
CITY REQUEST FOR PROPOSAL (RFP) 2018-009

Request for Proposals
RFP 2018-009
Disaster Debris Removal Services

ADDENDUM NO. 2
Issued Date: March 28, 2018

The following changes, additions, clarifications, and/or deletions amend the RFP document of the above captioned solicitation, and shall become an integral part of the Contract Documents. Underlined language has been added, strikethrough language has been removed.

QUESTIONS:

Q1: Is a bid bond required? If so, what amount should we base the 5% off of since quantities are not given?

A1: In accordance with Section 1.17 of the RFP: "*A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of five percent (5%) of the proposal total amount will accompany the Proposal.*"

The annual contract amount is estimated to be $10,000,000. Proposers may utilize this amount to calculate the bid bond/bid security amount of 5%.

This addendum shall be acknowledged in Section 10 of the RFP document (Schedule "H" - Acknowledgement of Addenda) form. All other terms and conditions of this RFP shall remain the same, and in full force and effect.

Sincerely,

Celeste S. Walker
Procurement Officer

Request for Proposals
RFP 2018-001
Disaster Debris Removal Services

ADDENDUM NO. 1
Issued Date: March 22, 2018

The following changes, additions, clarifications, and/or deletions amend the RFP document of the above captioned solicitation, and shall become an integral part of the Contract Documents. Underlined language has been added, strikethrough language has been removed.

CHANGES:

#1 – "Temporary Refrigeration Rental" has been added to the Price Proposal Form under "Additional Services". Proposers shall include documentation demonstrating products proposed.

#2 – The "Proposal Pricing Form" under Section 8 of the RFP has been replaced in its entirety. The updated form is located under **Exhibit A** of this Addendum. Proposers shall utilize this updated form to submit pricing.

#3 – RFP Section 2, Sub-Section 2.28 has been modified as follows:

2.2.8 Debris removal from ~~c~~Canals/Waterways

The Successful Proposer will remove debris resulting from the event from the drainage and navigation canals/waterways and adjacent banks inaccessible from land, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition (C&D) debris affecting the canals, but excludes removal of damaged and/or abandoned boats and cars. Debris will be placed such as to be managed as normal vegetative and/or construction and demolition (C&D) debris in accordance with the Component or Consolidated services process specified by the City in writing. The Successful Proposer will be reimbursed at a fixed rate for this service.

#4 – RFP Section 7, Sub-Section 7.3, Proposer Evaluation Criteria Breakdown, has been modified as follows:

d) Price Proposal

- Price Proposal (Schedule 1 and Schedule 2) will be evaluated subjectively in combination with the additional evaluation criteria in the RFP, including an evaluation of how well it matches Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. Pricing proposed under Schedule 3 – Additional Services will not be included in the Price Proposal evaluation.

QUESTIONS:

Q1: Is there a pre bid conference for RFP 2018-009?

A1: There is no pre-bid conference for this RFP. However, Proposers are allowed to submit written questions via PublicPurchase prior to the deadline for written questions indicated in the RFP document.

Q2: Can I get a past bid tabulation for RFP No. 2018-009 Disaster Debris Removal Services?

A2: Please refer to **Exhibit B** of this addendum with a tabulation of prices received under RFP 2008.05.05 for Disaster Debris Management Services

Q3: (a) How will the Hourly Labor and Equipment rates be evaluated? (b) Are quantities going to be assigned or will they all be added up individually to get a total number? (c) Will they hold a percentage or weight in the evaluation of the pricing proposal?

A3: (a) Price Proposal (Schedule 1 and Schedule 2) will be evaluated subjectively in combination with the additional evaluation criteria in the RFP, including an evaluation of how well it matches Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. Pricing proposed under Schedule 3 – Additional Services will not be included in the Price Proposal evaluation.

(b) Quantities will not be assigned, nor will Unit Prices be added to obtain a total number.

(c) Pricing proposed under Schedule 1 (Time and Materials Price Schedule) **and** Schedule 2 (Unit Price Schedule) shall receive a maximum of 15 points as indicated in Section 7 of the RFP. Pricing proposed under Schedule 3 – Additional Services will not be included in the Price Proposal evaluation.

Q4: Regarding the Evaluation of Pricing, does the City intend on adding up all unit price line items to get a total figure to compare against other proposer's or will there be quantities assigned? If quantities are going to be assigned, what will they be?

A4: Unit Price items will not be added to get a total figure. Please refer to the answer written for Question 3 in this Addendum.

Q5: In the sample contract it mentions polygraph tests. Is this language for this RFP or is that standard contract language used by the city? Would the City consider removing the language that requires a polygraph at the request of the Contract Administrator for this RFP?

A5: This is standard contract language in the City's Professional Services Agreement. Per Section 1.5 of the RFP, *"Proposer may request clarification and submit comments concerning the Agreement for City's consideration.* ***Only comments and proposed revisions included within the Response will be considered by the City".***

Q6: Consolidated Services - Would the City consider separating out each individual consolidated service so that each proposer can price the item with a more defined scope of work?

A6: No.

Q7: Debris Removal from Canals - The Unit Cost price schedule does not identify whether debris removal from canals will be land based or water based debris removal. Can the City please clarify the scope?

A7: Please refer to the updated Proposal Pricing Form under Exhibit A of this Addendum. Pricing for debris removal from canals/waters is for debris removal requiring the use of a boat or barge. Pursuant to RFP Page 23, Section 2, sub-section 2.2.8 (as amended), "*The Successful Proposer will remove debris resulting from the event from the drainage and navigation canals/waterways and adjacent banks inaccessible from land, as directed by the City."*

Q8: Mileage Rate - Can the City clarify that the per mile per cubic yard rate over 30 miles is an additional charge in additional to the 15-30 mile rate?

A8: Correct. The "Per Mile over 30 Miles, Per Cubic Yard" Unit Price is in addition to the "15 – 30 miles" Unit Price.

Q9: Experience and Qualification Section - Just want to clarify that even though the office location is requested that this will have no weight or factor in evaluation points per the 2 CFR 200 local preference clause?

A9: Although "office location" is requested as part of the "Experience and Qualifications", per 2 C.F.R. § 200.319 (b), this is not intended to mean that "geographical preferences" will be used in the evaluation of the proposals.

Q10: Hazardous Trees - The items say to price per tree but the total column states "As Per Vegetative Debris Cubic Yard Rate". Can the City confirm that they intend this price to be by the tree not by the cubic yard.

A10: "Remove Hazardous Trees" and "Flush cut Hazardous Trees" are to be priced "Per Tree" as indicated in the price form. The note "As Per Vegetative Debris cubic yard rate" applies to hazardous trees 0" to 12" diameter. Per the price form, there is "no per tree removal cost is applicable. Treat the debris as normal Vegetative debris"

Q11: 4.4 Occupational License Requirements (Business Tax Receipt Requirements) - For this section, can the City clarify if you want to see our local business tax receipt if we are not located within the City of Coral Gables?

A11: Correct. As indicated in Section 4.4 *"Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may, at its sole option and in its best interest, allow the Proposer to supply the license to the City during the evaluation period, but prior to award."*

Q12: The Solicitation Submission Checklist states that we must provide the page number for each of the required submittal items. The checklist then says to provide financial statements in a sealed envelope. Is this to go inside the proposal with a page number or is this to be in a separate sealed envelope?

A12: Financial statements shall be provided in a sealed envelope. The Solicitation Submission Checklist has been revised to remove the page number requirement for financial statements. Please refer to **Exhibit C** to view and use the updated Solicitation Submission Checklist.

Q13: Tipping Fees - Page 25 of the RFP states that the Proposer shall provide Final Disposal Sites. It goes on to state that the City may provide alternate final disposal locations and the tipping fees would then be a pass-through expense. Is it the intent of the City for us to include disposal fees for the locations we locate?

A13: Correct. Pricing for disposal sites located and made available for use by the Successful Proposer shall be indicated in the Price Proposal Form under "Disposal at Contractor's Final Disposal Site".

Q14: Would we be deemed non-responsive if we list Pass-Through for the disposal costs found on page 57 of the pricing sheet?

A14: RFP Page 25, paragraph 2.5.9 states: *The contractor may be tasked with hauling debris to the a facility designated by the City, in which case the Successful Proposer will be compensated for the tipping fee as a direct pass through of costs.*

As such, the only pass through costs allowed are that of tipping fees for the hauling of debris to a facility designated by the City. Indicating "Pass-through" for the line items under "Disposal at Contractor's Final Disposal Site" is not allowed.

Q15: The line items for debris removal has a 0-15 mile tier, 15-30 mile tier and over 30 mile tier. The unit of measure for the over 30 miles is $/mile for all miles over 30. Is this rate inclusive of the 15-30 mile tier PLUS our quoted $/mile for all miles over 30? Or does this rate only include the $/mile

A15: Please refer to the answer written for Question 8 in this Addendum.

Q16: Consolidated All Inclusive Services - beginning on page 61

Consolidated service #1 - There are 3 pricing options. Does the price option for number 3 include all work listed under option 1 and 2 plus the new scope listed in item 3?

A16: Please refer to the updated Proposal Pricing Form under Exhibit A of this Addendum. Pricing for Consolidated Service 1a shall include all work listed under Consolidated Service # 1 and Consolidated Service 1a.

Q17: Please confirm that the debris from private property demolitions, Hazardous tree removal and removal of hanging limbs will be placed in the ROW for collection and payment as regular debris.

A17: Successful Proposer will be compensated for debris removal, hazardous tree removal, and removal of hanging limbs in the City's Right of Way. However, in accordance with RFP Page 20, sub-section 2.2.3c and 2.2.3d and RFP Page 25, sub-section 2.6.1, Successful Proposer may be required to perform services in Private Property, but only after receiving authorization from the City. If not granted authorization, debris will be collected from the ROW and City property.

Q18: Consolidated All Inclusive Services - beginning on page 61

Consolidated service #1 - There are 3 pricing options. Does the price option for number 2 include all work listed under option 1 plus the new scope listed in item 2?

A18: Please refer to the updated Proposal Pricing Form under Exhibit A of this Addendum.

Q19: How will the pricing of this RFP be evaluated? Are all items valued equally?

A19: Please refer to the answer written for Question 3 in this Addendum.

Q20: Is the hourly rate schedule for labor and equipment factored (weighed) equally as compared to the unit rate pricing, the consolidated all-inclusive pricing and Additional Services?

A20: Please refer to the answer written for Question 3 in this Addendum.

Q21: Is the Consolidated all-inclusive pricing factored (weighed) equally?

A21: Please refer to the answer written for Question 3 in this Addendum.

Q22: Is the Additional Services pricing factored (weighed) equally?

A22: Please refer to the answer written for Question 3 in this Addendum.

Q23: Is there a formula the City will use to compare pricing? If so, please provide?

A23: There is no formula. Please refer to the answer written for Question 3 in this Addendum.

Q24: Please detail the evaluation process for each of the components of the pricing schedule.

A24: Please refer to the answer written for Question 3 in this Addendum.

Q25: Please provide locations for currently or previously used DMS sites.

A25: Please refer to **Exhibit D** to view the three (3) DMS sites used by the City for Hurricane Irma.

Q26: Please provide bid tabs for the current (or last) contract in place for this service.

A26: Please refer to the answer written for Question 2 in this Addendum.

Q27: The financials belong on the electronic copy?

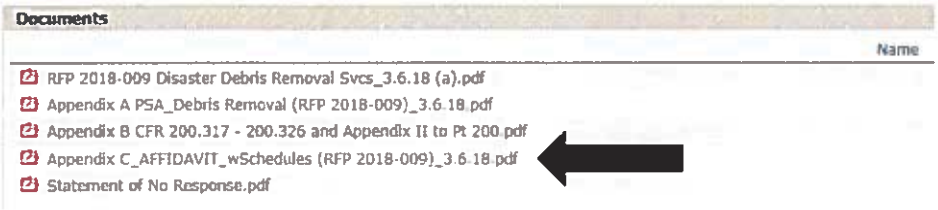
A27: No.

Q28: Do we need 1 original and 7 copies of the Financial Statements?

A28: Yes.

Q29: Forms A-L need to be returned in Section 1 of the proposal, yet some of the forms do not have any blanks to fill in or a space for a signature. Do we signed them and send them back?

A29: Proposer's Affidavit, including Schedules A through L are referenced in Section 10 of the RFP. The forms may be downloaded from Public Purchase, under the "Documents" section of the RFP page. Form must be filed out and signed/notarized where indicated.



Q30: Please explain specifically how the pricing of one proposal will be evaluated against the pricing from another proposal.

a. Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals?

b. Will all pricing line items be evaluated equally or will some line items receive more importance in the evaluation?

A30: Please refer to the answer written for Question 3 in this Addendum.

This addendum shall be acknowledged in Section 10 of the RFP document (Schedule "H" - Acknowledgement of Addenda) form. All other terms and conditions of this RFP shall remain the same, and in full force and effect.

Sincerely,

Celeste S. Walker
Procurement Officer

EXHIBIT A
Revised Price Proposal Form

RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES
SCHEDULE 1 - TIME AND MATERIALS PRICE SCHEDULE
(Hourly Labor and Equipment Rates)

Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime. Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

Heavy Equipment	Size or Type	U/M	Unit Price
			Operators Included
Skid Steer Loader	Bobcat	Hour	
Backhoe	Cat 416	Hour	
Wheel Loaders	Cat 950	Hour	
Wheel Loaders	Cat 966	Hour	
Wheel Loaders	Cat 980	Hour	
Tracked Loader	Cat 955	Hour	
Towed Loader w/ Tractor	Prentice 210	Hour	
Self Loading Knuckle boom Truck	25 - 35 CY Body	Hour	
Self Loading Knuckle boom Truck	35 - 45 CY Body	Hour	
Self Loading Knuckle boom Tandem Truck	45 – 75 CY Body	Hour	
Dozer	Cat D4	Hour	
Dozer	Cat D5	Hour	
Dozer	Cat D6	Hour	
Dozer	Cat D7	Hour	
Dozer	Cat D8	Hour	
Excavators with Grapple or Thumb	Cat 320	Hour	
Excavators with Grapple or Thumb	Cat 325	Hour	
Excavators with Grapple or Thumb	Cat 330	Hour	
Tractor w/ Box Blade	80 Hp	Hour	
Motor Grader	Cat 120G	Hour	
Crane	30 Ton	Hour	
Bucket Truck	Up to 50' reach	Hour	
Bucket Truck	50' to 75' reach	Hour	
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	
Mechanized Broom	Street Sweeper	Hour	
Water Truck	2000 Gallon	Hour	
Stump Grinder	Vermeer 252	Hour	
Chipper w/ 2 man crew	Morbark Storm	Hour	
12-Foot Tub Grinder	Morbark 1200	Hour	
13-Foot Tub Grinder	Morbark 1300	Hour	
14-Foot Tub Grinder	Diamond Z 1463	Hour	

Heavy Equipment	Size or Type	U/M	Unit Price
Equipment Transport w/ Tractor	50 Ton	Hour	
Truck Mounted Winch	Tow Truck	Hour	
Haul Vehicles	**Size or Type**	**U/M**	**Unit Price**
			Operators Included
Dump Truck	10 to 15 CY	Hour	
Dump Truck	16 to 20 CY	Hour	
Trailer Dump w/ Tractor	30 to 40 CY	Hour	
Trailer Dump w/ Tractor	41 to 50 CY	Hour	
Trailer Dump w/ Tractor	51 to 60 CY	Hour	
Trailer Dump w/ Tractor	61 to 70 CY	Hour	
Walking Floor Trailer w/ Tractor	100 CY	Hour	
Transportation Vehicles	**Size or Type**	**U/M**	**Unit Price**
			Operators Not Included
Pickup Truck	1/2 Ton	Day	
Pickup Truck	3/4 Ton	Day	
Pickup Truck	1 Ton	Day	
Box Truck	3/4 Ton	Day	
Utility Van	3/4 Ton	Day	
Passenger Van	9 Passenger	Day	
Passenger Car	Full size	Day	
Personnel	**Size or Type**	**U/M**	**Unit Price**
Superintendent w/ Pickup Truck	Individual	Hour	
Supervisor w/ Pickup Truck	Individual	Hour	
Safety or QC Manager w/ Pickup Truck	Individual	Hour	
Mechanic w/ Truck and Tools	Individual	Hour	
Climber w/ Gear	Individual	Hour	
Operator w/ Chainsaw	Individual	Hour	
Laborer w/ Tools	Individual	Hour	
Traffic Control Personnel	Individual	Hour	
Ticket Writers	Individual	Hour	
Clerical	Individual	Hour	
Administrative Assistant	Individual	Hour	

RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES
SCHEDULE 2 - UNIT PRICE SCHEDULE

Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime. Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

DESCRIPTION OF SERVICES: ALL SERVICES ARE AS DIRECTED BY THE CITY AS TO THE LOCATION OF WORK AREA, DISASTER ASSISTANCE FUNDING AND AS OTHERWISE SPECIFIEDIN THE RFP DOCUMENT	**UNIT OF MEASURE**	**UNIT PRICE**
COMPONENT SERVICES		
Mobilization and demobilization	(lump sum)	
Collect Vegetative Debris from public or private property and transport to DMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
(0-15 miles)	Cubic Yard	
(15 – 30 miles)	Cubic Yard	
(>30 miles)	Per Mile over 30 Miles, Per Cubic Yard.	

Collect Construction and Demolition Debris (C&D) (including white goods not requiring Freon removal) from public or private property and transport to DMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
0-15 miles	Cubic Yard	
15-30 miles	Cubic Yard	
>30 miles	Per Mile over 30 Miles, Per Cubic Yard.	
Management of DMS and Processing (Reduction) of Vegetative Debris (including stumps).	Cubic Yard	
Management of DMS and Processing (reduction, separation, recycling etc.) of Construction and Demolition Debris (C&D) (including white goods not requiring Freon removal).	Cubic Yard	
Haul-Out of Reduced or Unreduced Debris from DMS to Final Disposal Site.		
(0-15 miles)	Cubic Yard	
(15 - 30 miles)	Cubic Yard	
(>30 miles)	Per Mile over 30 Miles, Per Cubic Yard.	
Disposal at Contractor's Final Disposal Site		
• Vegetative Debris (reduced)	Cubic Yard	
• Vegetative Debris (un-reduced)	Cubic Yard	
• Processed construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal)	Cubic Yard	
• Unprocessed Construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal)	Cubic Yard	
• Animal Carcasses	Carcass	

White Goods Freon processing	Piece	
Hazardous Stump Extraction and Transportation to a DMS. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
< 24” (Treated as Normal Vegetative Debris, no per tree removal cost is applicable)	Not applicable	<24” and/or stumps less than 50% uprooted. Cost per inch of stump diameter. Includes stump and surface roots.
24”- 36”	Per Stump	
36” – 48”	Per Stump	
48” – 72”	Per Stump	
72” +	Per Stump	
Hazardous Stump Extraction and Transportation to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
< 24” (Treated as Normal Vegetative Debris, no per tree removal cost is applicable)	Not applicable	As Per Vegetative Debris cubic yard rate – no extra charge for this item.
24”- 36”	Per Stump	
36” – 48”	Per Stump	
48” – 72”	Per Stump	
72” +	Per Stump	
Stump hole filling (process and material.)	Cubic Yard of Fill	
Hanging Tree Limb Removal (2” or greater in diameter)	Per Tree	

Remove Hazardous Trees with attached stumps if root balls are exposed more than 50%. All debris is to then be considered as normal debris. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the removal process.		
0” – 12” diameter (no per tree removal cost is applicable. Treat the debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate
13” to 24” diameter	Per Tree	
25” to 48” diameter	Per Tree	
49” to 72” diameter	Per Tree	
> 72” diameter	Per Tree	
Flush cut Hazardous Trees with root balls exposed less than 50%. All debris is to then be considered as normal debris. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the removal process.		
0” – 12” diameter (no per tree removal cost Is applicable. Treat the debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate
13” to 24” diameter	Per Tree	
25” to 48” diameter	Per Tree	
49” to 72” diameter	Per Tree	
> 72” diameter	Per Tree	
Demolition of Structures. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Square Foot of structure	
Animal Carcass Removal and Disposal	Carcass	
Hazardous Waste and Household Hazardous Waste Collection, Clean-up and Disposal		
	Per 5 gallon	
	Per Cubic Yard	

Infectious Waste Clean-up and Disposal		
	Per 5 gallon	
	Per Cubic Yard	
CBRN Waste Clean-up and Disposal		
	Per 5 gallon	
	Per Cubic Yard	
Debris removal from Canals/Waterways requiring the use of a boat or barge. Collect vegetative and/or Construction and Demolition (C&D) debris from canals/waterways and adjacent banks inaccessible from land and transport to DMS or final disposal location. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per cubic yard	

CONSOLIDATED ALL INCLUSIVE SERVICES		
DESCRIPTION OF SERVICE	**UNIT OF MEASURE**	**UNIT PRICE**
Consolidated Service # 1 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
• The Contractor shall collect and haul vegetative debris and animal carcasses to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. • The Contractor shall extract and provide any necessary extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. (Inclusive of debris removal as described herein.) • The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herein. (Inclusive of debris removal as described herein.) • The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. (Inclusive of debris removal as described herein.) • The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	
• **Consolidated Service 1a -** As a component of Consolidated Service #1, the Contractor shall also provide debris processing, (DMS) management, debris reduction, and debris haul out and disposal for vegetative debris and animal carcasses delivered to the DMS by the City or other City authorized sources.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	

Consolidated service # 2a - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall collect and haul all C&D debris and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	
Consolidated service # 2b - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall also provide debris processing, (DMS) management, debris reduction, and debris haul out and disposal for C&D debris, all white goods (including Freon processing) and Animal Carcasses delivered to the DMS by the City or other City authorized sources.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	

Consolidated service # 3 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP. document:		
• The Contractor shall collect and haul vegetative debris, C&D debris, animal carcasses and all white goods (including Freon processing), and Animal Carcasses directly to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. • The Contractor shall extract and provide extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. Inclusive of debris removal as described herein. • The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herein. • The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. Inclusive of debris removal as described herein. • The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.	

Consolidated service # 4a - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	
Consolidated service # 4b - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.	
Consolidated service # 5 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
• The Contractor shall collect and haul vegetative debris (including stumps) and Animal Carcasses to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. • The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	

RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES
SCHEDULE 3 – ADDITIONAL SERVICES SCHEDULE

Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime. Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

NOTE: Proposers are requested (but not required) to provide pricing for Additional Services as shown below. **Pricing for Additional Services will not be included in the Price Proposal Evaluation**. Proposers may provide additional services to the ones listed below. A unit price along with unit of measure and a description of the services must be included.

	UNIT OF MEASURE	UNIT PRICE
Abandoned Vehicle* Removal and disposal (FROM LAND) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. *** Boat trailer or open trailer; Box trailer; RV or BUS**	Vehicle	
Abandoned Vehicle* Removal and disposal (FROM WATER) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. ***Boat trailer or open trailer; Box trailer; RV or BUS**	Vehicle	
Boat removal, processing and disposal FROM LAND. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per lineal foot	
Boat removal, processing and disposal FROM WATER. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per lineal foot	
Fire Suppression Support.	Per Vehicle	
Emergency potable water.	Cost per gallon	
Emergency delivery of ice.	Per Pound	
Temporary bathrooms, showers, kitchens and feeding locations.	50 person unit for one day	
	100 person unit for one day	
Temporary satellite communications.	Per Phone/day	
Provide labor and machinery for pumping and water relocation/removal for flood control. **Pump capacity of 110 gallons per minute with a 4" discharge.**	Per pump/hour	

Hose for pump operation.	Per 100 foot of hose.	
Sewer, culvert and catch basin cleaning.	Per structure	
Decontamination of buildings and facilities.	Per square foot of affected facility.	
Mold remediation.	Per square foot of affected facility.	
Modular Units for Continuity of Operations	Per Unit / Per Day	
Temporary Refrigeration Rental	Per Unit / Per Day	

Emergency power generation.								
				Amps at different available 3 ph, 4 wire voltages			**UNIT OF MEASURE**	**UNIT PRICE**
KW	KVA	Fuel Capacity	Run time	120/240v	120/208v	277/480v		
100	125	196 gal	26 hrs	301 Amps	347 Amps	150 Amps	Per Generator	
175	219	350 gal	28 hrs	527Amps	608 Amps	264 Amps	Per Generator	
240	300	379 gal	23 hrs	723 Amps	834 Amps	361 Amps	Per Generator	
320	400	479 gal	23 hrs	963 Amps	1112 Amps	482 Amps	Per Generator	

EXHIBIT B
Price Tabulation
RFP 2008.05.05
Disaster Debris Management Services

DISASTER DEBRIS MANAGEMENT SERVICES PRICE SHEET (TIME & MATERIALS)

			CROWDER	ATL (No Bid Bond)	D&J ENT.	SRS	DRC	CERES	BERGERON	JB COXWELL	PHILLIPS & JORDAN	ASHBRITT
Heavy Equipment	**Size or Type**	**U/M**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**
			Operators Included	*Operators Included*	*Operators Included*	*Operators Included*	*Operators Included*	*Operators Included*	*Operators Included*	*Operators Included*	*Operators Included*	*Operators Included*
Skid Steer Loader	Bobcat	Hour	$ 80.00	$ 125.00	$ 55.00	$ 71.50	$ 90.00	$ 83.00	$ 75.00	$ 70.00	$ 88.00	$ 69.50
Backhoe	Cat 416	Hour	$ 75.00	$ 75.00	$ 80.00	$ 65.00	$ 110.00	$ 122.00	$ 85.00	$ 72.00	$ 108.00	$ 72.50
Wheel Loaders	Cat 950	Hour	$ 130.00	$ 150.00	$ 85.00	$ 132.00	$ 140.00	$ 120.00	$ 125.00	$ 95.00	$ 110.00	$ 120.00
Wheel Loaders	Cat 966	Hour	$ 135.00	$ 170.00	$ 95.00	$ 165.00	$ 150.00	$ 134.00	$ 135.00	$ 125.00	$ 120.00	$ 140.00
Wheel Loaders	Cat 980	Hour	$ 150.00	$ 200.00	$ 105.00	$ 210.00	$ 165.00	$ 156.00	$ 145.00	$ 145.00	$ 145.00	$ 160.00
Tracked Loader	Cat 955	Hour	$ 135.00	$ 100.00	$ 100.00	$ 132.00	$ 175.00	$ 144.00	$ 135.00	$ 110.00	$ 135.00	$ 135.00
Towed Loader w/ Tractor	Prentice 210	Hour	$ 130.00	$ 125.00	$ 85.00	$ 82.50	$ 130.00	$ 161.00	$ 150.00	$ 135.00	$ 180.00	$ 140.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	$ 150.00	$ 150.00	$ 95.00	$ 137.50	$ 159.00	$ 140.00	$ 135.00	$ 142.00	$ 180.00	$ 135.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	$ 160.00	$ 200.00	$ 100.00	$ 170.50	$ 175.00	$ 161.00	$ 150.00	$ 148.00	$ 180.00	$ 155.00
Dozer	Cat D4	Hour	$ 90.00	$ 100.00	$ 80.00	$ 99.00	$ 125.00	$ 121.00	$ 95.00	$ 80.00	$ 100.00	$ 95.00
Dozer	Cat D5	Hour	$ 120.00	$ 125.00	$ 85.00	$ 115.50	$ 140.00	$ 134.00	$ 110.00	$ 90.00	$ 115.00	$ 105.00
Dozer	Cat D6	Hour	$ 150.00	$ 150.00	$ 95.00	$ 115.50	$ 160.00	$ 159.00	$ 125.00	$ 103.00	$ 125.00	$ 120.00
Dozer	Cat D7	Hour	$ 175.00	$ 170.00	$ 110.00	$ 126.50	$ 195.00	$ 195.00	$ 155.00	$ 118.00	$ 140.00	$ 145.00
Dozer	Cat D8	Hour	$ 200.00	$ 180.00	$ 120.00	$ 185.00	$ 225.00	$ 226.00	$ 170.00	$ 135.00	$ 180.00	$ 170.00
Excavators	Cat 320	Hour	$ 130.00	$ 200.00	$ 120.00	$ 165.00	$ 150.00	$ 112.00	$ 95.00	$ 120.00	$ 125.00	$ 115.00
Excavators	Cat 325	Hour	$ 150.00	$ 225.00	$ 125.00	$ 195.00	$ 170.00	$ 137.00	$ 125.00	$ 138.00	$ 135.00	$ 130.00
Excavators	Cat 330	Hour	$ 180.00	$ 250.00	$ 130.00	$ 225.00	$ 190.00	$ 159.00	$ 140.00	$ 148.00	$ 145.00	$ 150.00
Tractor w/ Box Blade	80 Hp	Hour	$ 60.00	$ 75.00	$ 55.00	$ 65.00	$ 98.00	$ 77.00	$ 40.00	$ 65.00	$ 70.00	$ 50.00
Motor Grader	Cat 120G	Hour	$ 120.00	$ 100.00	$ 125.00	$ 132.00	$ 160.00	$ 149.00	$ 95.00	$ 130.00	$ 120.00	$ 120.00
Crane	30 Ton	Hour	$ 185.00	$ 100.00	$ 175.00	$ 154.00	$ 170.00	$ 201.00	$ 150.00	$ 210.00	$ 280.00	$ 195.00
Bucket Truck	Up to 50' reach	Hour	$ 150.00	$ 150.00	$ 200.00	$ 137.50	$ 175.00	$ 165.00	$ 80.00	$ 135.00	$ 162.00	$ 135.00
Bucket Truck	50' to 75' reach	Hour	$ 185.00	$ 200.00	$ 250.00	$ 154.00	$ 240.00	$ 189.00	$ 150.00	$ 145.00	$ 182.00	$ 150.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	$ 130.00	$ 200.00	$ 110.00	$ 150.00	$ 175.00	$ 159.00	$ 135.00	$ 82.00	$ 130.00	$ 125.00
Mechanized Broom	Street Sweeper	Hour	$ 90.00	$ 100.00	$ 45.00	$ 95.00	$ 295.00	$ 77.00	$ 80.00	$ 70.00	$ 92.00	$ 75.00
Water Truck	2000 Gallon	Hour	$ 80.00	$ 125.00	$ 55.00	$ 150.00	$ 105.00	$ 83.00	$ 85.00	$ 65.00	$ 88.00	$ 85.00
Stump Grinder	Vermeer 252	Hour	$ 95.00	$ 175.00	$ 40.00	$ 79.00	$ 295.00	$ 100.00	$ 95.00	$ 60.00	$ 60.00	$ 85.00
Chipper w/ 2 man crew	Morbark Storm	Hour	$ 110.00	$ 100.00	$ 80.00	$ 195.00	$ 275.00	$ 134.00	$ 140.00	$ 115.00	$ 110.00	$ 125.00
12-Foot Tub Grinder	Morbark 1200	Hour	$ 475.00	$ 200.00	$ 575.00	$ 340.00	$ 510.00	$ 506.00	$ 475.00	$ 640.00	$ 590.00	$ 350.00
13-Foot Tub Grinder	Morbark 1300	Hour	$ 550.00	$ 400.00	$ 600.00	$ 340.00	$ 575.00	$ 592.00	$ 525.00	$ 660.00	$ 650.00	$ 405.00
14-Foot Tub Grinder	Diamond Z 1463	Hour	$ 625.00	$ 600.00	$ 650.00	$ 435.00	$ 725.00	$ 720.00	$ 600.00	$ 690.00	$ 760.00	$ 460.00
Heavy Equipment	**Size or Type**	**U/M**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**
Equipment Transport w/ Tractor	50 Ton	Hour	$ 110.00	$ 150.00	$ 100.00	$ 150.00	$ 105.00	$ 128.00	$ 95.00	$ 135.00	$ 125.00	$ 120.00
Truck Mounted Winch	Tow Truck	Hour	$ 75.00	$ 75.00	$ 150.00	$ 150.00	$ 95.00	$ 134.00	$ 110.00	$ 40.00	$ 125.00	$ 90.00
Haul Vehicles	**Size or Type**	**U/M**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**
			Operators Included	*Operators Included*	*Operators Included*	*Operators Included*	*Operators Included*	*Operators Included*	*Operators Included*	*Operators Included*	*Operators Included*	*Operators Included*
Dump Truck	10 to 15 CY	Hour	$ 65.00	$ 55.00	$ 50.00	$ 55.00	$ 85.00	$ 73.00	$ 45.00	$ 55.00	$ 70.00	$ 50.00
Dump Truck	16 to 20 CY	Hour	$ 75.00	$ 100.00	$ 55.00	$ 55.00	$ 110.00	$ 88.00	$ 80.00	$ 65.00	$ 75.00	$ 65.00
Trailer Dump w/ Tractor	30 to 40 CY	Hour	$ 100.00	$ 150.00	$ 60.00	$ 85.00	$ 145.00	$ 104.00	$ 85.00	$ 72.00	$ 89.00	$ 80.00
Trailer Dump w/ Tractor	41 to 50 CY	Hour	$ 110.00	$ 160.00	$ 75.00	$ 105.00	$ 160.00	$ 122.00	$ 90.00	$ 76.00	$ 95.00	$ 85.00
Trailer Dump w/ Tractor	51 to 60 CY	Hour	$ 120.00	$ 170.00	$ 85.00	$ 125.00	$ 175.00	$ 134.00	$ 95.00	$ 75.00	$ 100.00	$ 95.00
Trailer Dump w/ Tractor	61 to 70 CY	Hour	$ 130.00	$ 180.00	$ 90.00	$ 145.00	$ 180.00	$ 155.00	$ 110.00	$ 80.00	$ 110.00	$ 105.00
Walking Floor Trailer w/ Tractor	100 CY	Hour	$ 140.00	$ 150.00	$ 95.00	$ 120.00	$ 195.00	$ 144.00	-	$ 88.00	$ 120.00	$ 125.00
Transportation Vehicles	**Size or Type**	**U/M**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**
			Operators Not Included	*Operators Not Included*	*Operators Not Included*	*Operators Not Included*	*Operators Not Included*	*Operators Not Included*	*Operators Not Included*	*Operators Not Included*	*Operators Not Included*	*Operators Not Included*
Pickup Truck	1/2 Ton	Day	$ 35.00	$ 150.00	$ 250.00	$ 75.00	$ 175.00	$ 190.00	$ 65.00	$ 120.00	$ 150.00	$ 60.00
Pickup Truck	3/4 Ton	Day	$ 40.00	$ 160.00	$ 300.00	$ 75.00	$ 195.00	$ 220.00	$ 80.00	$ 128.00	$ 200.00	$ 70.00
Pickup Truck	1 Ton	Day	$ 45.00	$ 170.00	$ 300.00	$ 75.00	$ 200.00	$ 244.00	$ 112.00	$ 135.00	$ 300.00	$ 85.00
Box Truck	3/4 Ton	Day	$ 65.00	$ 150.00	$ 325.00	$ 129.00	$ 170.00	$ 384.00	$ 195.00	$ 130.00	$ 300.00	$ 95.00
Utility Van	3/4 Ton	Day	$ 65.00	$ 150.00	$ 325.00	$ 129.00	$ 175.00	$ 220.00	$ 135.00	$ 130.00	$ 250.00	$ 70.00
Passenger Van	9 Passenger	Day	$ 40.00	$ 200.00	$ 325.00	$ 48.00	$ 195.00	$ 212.00	$ 155.00	$ 80.00	$ 300.00	$ 65.00
Passenger Car	Full size	Day	$ 35.00	$ 180.00	$ 250.00	$ 48.00	$ 140.00	$ 132.00	-	$ 40.00	$ 150.00	$ 47.50
Personnel	**Size or Type**	**U/M**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**
Superintendent w/ Pickup Truck	Individual	Hour	$ 65.00	$ 95.00	$ 60.00	$ 75.00	$ 70.00	$ 85.00	$ 75.00	$ 90.00	$ 95.00	$ 70.00
Supervisor w/ Pickup Truck	Individual	Hour	$ 55.00	$ 85.00	$ 55.00	$ 60.00	$ 75.00	$ 70.00	$ 60.00	$ 80.00	$ 95.00	$ 65.00
Safety or QC Manager w/ Pickup Truck	Individual	Hour	$ 65.00	$ 75.00	$ 45.00	$ 125.00	$ 70.00	$ 79.00	$ 60.00	$ 85.00	$ 80.00	$ 65.00
Mechanic w/ Truck and Tools	Individual	Hour	$ 75.00	$ 125.00	$ 80.00	$ 55.00	$ 65.00	$ 73.00	$ 75.00	$ 60.00	$ 100.00	$ 75.00
Climber w/ Gear	Individual	Hour	$ 105.00	$ 175.00	$ 30.00	$ 55.00	$ 125.00	$ 102.00	$ 85.00	$ 85.00	$ 68.00	$ 85.00
Operator w/ Chainsaw	Individual	Hour	$ 50.00	$ 90.00	$ 25.00	$ 28.00	$ 42.00	$ 39.00	$ 55.00	$ 45.00	$ 55.00	$ 35.00
Laborer w/ Tools	Individual	Hour	$ 36.00	$ 45.00	$ 22.00	$ 24.00	$ 38.00	$ 37.00	$ 30.00	$ 32.00	$ 38.00	$ 30.00
Traffic Control Personnel	Individual	Hour	$ 36.00	$ 45.00	$ 22.00	$ 24.00	$ 37.00	$ 37.00	$ 30.00	$ 36.00	$ 36.00	$ 28.50
Ticket Writers	Individual	Hour	$ 40.00	$ 45.00	$ 25.00	$ 24.00	$ 36.00	$ 37.00	$ 35.00	$ 30.00	$ 38.00	$ 30.00
Clerical	Individual	Hour	$ 40.00	$ 45.00	$ 25.00	$ 40.00	$ 34.00	$ 35.00	$ 35.00	$ 34.00	$ 36.00	$ 35.00
Administrative Assistant	Individual	Hour	$ 55.00	$ 50.00	$ 30.00	$ 40.00	$ 34.00	$ 35.00	$ 45.00	$ 38.00	$ 36.00	$ 30.00

DISASTER DEBRIS MANAGEMENT SERVICES PRICE SHEET

VENDOR NAME…		CROWDER	ATL (No bid Bond)	D&J ENT.	SRS	DRC	CERES	BERGERON	JB COXWELL	PHILLIPS & JORDAN	ASHBRITT
DESCRIPTION OF SERVICES: ALL SERVICES ARE AS DIRECTED BY THE CITY AS TO THE LOCATION OF WORK AREA, DISASTER ASSISTANCE FUNDINGAND AS OTHERWISE SPECIFIEDIN THE RFP DOCUMENT	UNIT OF MEASURE	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
COMPONENT SERVICES											
Mobilization and demobilizatio	(lump sum)	**Included**	**No Charge**	**$ 10,000.00**	**$ 10,000.00**	**No Charge**	**No Cost**	**No Charge**	**No Charge**		
Collect Vegetative Debris from public or private property and transport toDMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.								*			
(0-15 miles)	Cubic Yard	$ 9.16	$ 9.00	$ 7.25	$ 12.95	$ 7.82	$ 11.99	$ 12.75	$ 12.40	$ 10.50	$ 10.25
(15 – 30 miles)	Cubic Yard	**$ 9.76**	**$ 11.50**	**$ 7.75**	**$ 14.95**	**$ 8.86**	**$ 11.99**	**$ 15.75**	**$ 14.25**	**$ 11.00**	**$ 11.00**
(>30 miles)	Per Mile over 30 Miles, per cubic yard	**$ 0.04**	**$ 0.50**	**$ 8.50**	**$ 0.07**	**$ 0.36**	**$ 0.08**	**$ 22.75**	**$ 0.08**	**$ 0.14 per mile**	**$ 0.20**
Collect Construction and Demolition Debris (C&D) (including white goods not requiring Freon removal) from public or private property and transport to DMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.								*			
0-15 miles	Cubic Yard	$ 10.16	$ 10.00	$ 7.25	$ 14.95	$ 8.24	$ 11.99	$ 22.50	$ 14.00	$ 11.50	$ 10.25
15-30 miles	Cubic Yard	**$ 10.76**	**$ 12.50**	**$ 7.75**	**$ 16.95**	**$ 9.24**	**$ 11.99**	**$ 22.50**	**$ 14.25**	**$ 12.00**	**$ 11.00**
>30 miles	Per Mile over 30 Miles, per cubic yard	**$ 0.04**	**$ 0.75**	**$ 8.50**	**$ 0.14**	**$ 0.38**	**$ 0.08**	**$ 32.50**	**$ 0.07**	**$ 0.14 per mile**	**$ 0.20**
Management of DMS and Processing (Reduction) of Vegetative Debris (including stumps).	Cubic Yard	**$ 2.27**	**$ 5.00**	**$ 3.25**	**$ 2.95**	**$ 3.45**	**$ 4.99**	**$ 10.00**	**$ 2.70**	**$ 4.00**	**$ 4.00**
Management of DMS and Processing (reduction, separation, recycling etc.) of Construction and Demolition Debris (C&D) (including white goods not requiring Freon removal).	Cubic Yard	**$ 2.27**	**$ 5.50**	**$ 3.75**	**$ 4.95**	**$ 3.86**	**$ 4.99**	**$ 21.50**	**$ 4.10**	**$ 5.00**	**$ 4.00**
Haul-Out of Reduced or Unreduced Debris from DMS to Final Disposal Site.								*			
(0-15 miles)	Cubic Yard	**$ 0.76**	**$ 5.00**	**$ 6.00**	**$ 7.95**	**$ 3.68**	**$ 3.99**	**$ 10.75**	**$ 6.25**	**$ 4.00**	**$ 4.25**
(15 - 30 miles)	Cubic Yard	**$ 0.94**	**$ 6.00**	**$ 7.00**	**$ 9.95**	**$ 4.86**	**$ 4.99**	**$ 13.75**	**$ 6.50**	**$ 5.00**	**$ 5.75**
(>30 miles)	Per Mile over 30 Miles, per cubic yard	**$ 0.04**	**$ 0.25**	**$ 9.00**	**$ 0.14**	**$ 0.34**	**$ 0.08**	**$ 20.75**	**$ 0.05**	**$ 0.03 per cy/per mile**	**$ 0.12**
Disposal at Contractor's Final Disposal Site								*			
Vegetative Debris (reduced)	Cubic Yard	**$ 18.97**	**$ 4.00**	**$ 6.00**	**$ 12.95**	**$ 0.55**	**$ 15.99**	**$ 12.75**	**$ 6.00**	***Contractor will pay all tipping/disposal fees at final disposal site. City will reimburse contractor at cost. Contractor will provide documentation of all tipping/disposal fees for reimbursement.***	**$ 10.00**
Vegetative Debris (un-reduced)	Cubic Yard	**$ 10.00**	**$ 12.00**	**$ 8.00**	**$ 14.95**	**$ 2.00**	**$ 21.99**	**$ 22.75**	**$ 7.70**		**$ 12.00**
Processed construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal	Cubic Yard	**$ 17.00**	**$ 13.00**	**$ 8.00**	**$ 7.95**	**$ 4.68**	**$ 27.99**	**$ 28.00**	**$ 8.10**		**$ 18.75**
Unprocessed Construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal	Cubic Yard	**$ 17.00**	**$ 14.00**	**$ 8.50**	**$ 18.95**	**$ 4.92**	**$ 16.99**	**$ 21.00**	**$ 8.50**		**$ 18.75**
Animal Carcasses	Carcass	**$ 9.85**	**$ 50.00**	**$ 300.00**	**$ 25.00**	**$ 75.00**	**$ 47.99**	**$ 1,200.00**	**$ 109.00**		**$ 115.00**
White Goods Freon processing	Piece	**$ 38.00**	**$ 50.00**	**$ 100.00**	**$ 45.00**	**$ 75.00**	**$ 59.99**	**$ 65.00**	**$ 45.00**	**$ 40.00**	**$ 65.00**
Hazardous Stump Extraction and Transportation to a DMS. Screening for Animal Carcasses, HW and								*			
< 24" (Treated as Normal Vegetative Debris, no per tree removal cost is applicable	Not applicable	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.
24"- 36"	Per Stump	**$ 198.00**	**$ 550.00**	**$ 200.00**	**$ 150.00**	**$ 175.00**	**$ 199.99**	**$ 500.00**	**$ 260.00**	**$ 375.00**	**$ 125.00**
36" – 48"	Per Stump	**$ 210.00**	**$ 650.00**	**$ 400.00**	**$ 250.00**	**$ 325.00**	**$ 304.99**	**$ 600.00**	**$ 400.00**	**$ 495.00**	**$ 175.00**
48" – 72"	Per Stump	**$ 336.00**	**$ 749.00**	**$ 600.00**	**$ 450.00**	**$ 450.00**	**$ 641.99**	**$ 700.00**	**$ 560.00**	**$ 695.00**	**$ 305.00**
72" +	Per Stump	**$ 485.00**	**$ 1,000.00**	**$ 1,100.00**	**$ 1,000.00**	**$ 625.00**	**$ 932.99**	**$ 900.00**	**$ 810.00**	**$ 900.00**	**$ 425.00**

DISASTER DEBRIS MANAGEMENT SERVICES PRICE SHEET

VENDOR NAME…		CROWDER	ATL (No bid Bond)	D&J ENT.	SRS	DRC	CERES	BERGERON	JB COXWELL	PHILLIPS & JORDAN	ASHBRITT
DESCRIPTION OF SERVICES: ALL SERVICES ARE AS DIRECTED BY THE CITY AS TO THE LOCATION OF WORK AREA, DISASTER ASSISTANCE FUNDINGAND AS OTHERWISE SPECIFIEDIN THE RFP DOCUMENT	**UNIT OF MEASURE**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**
Hazardous Stump Extraction and Transportation to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.								*			
< 24" (Treated as Normal Vegetative Debris, no per tree removal cost is applicable	Not applicable	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.	As Per Vegetative Debris cubic yard rate – no extra charge for this item.
24"- 36"	Per Stump	$ 198.00	$ 687.00	$ 200.00	$ 150.00	$ 175.00	$ 182.99	$ 600.00	$ 230.00	$ 375.00	$ 125.00
36" – 48"	Per Stump	$ 210.00	$ 812.00	$ 400.00	$ 250.00	$ 325.00	$ 280.99	$ 700.00	$ 360.00	$ 495.00	$ 175.00
48" – 72"	Per Stump	$ 336.00	$ 936.00	$ 600.00	$ 450.00	$ 450.00	$ 585.99	$ 800.00	$ 530.00	$ 695.00	$ 305.00
72" +	Per Stump	$ 485.00	$ 1,250.00	$ 1,100.00	$ 1,000.00	$ 625.00	$ 853.99	$ 800.00	$ 780.00	$ 900.00	$ 425.00
Stump hole filling (process and material.)	Cubic Yard of Fill	**$ 3.00**		**$ 18.00**		**$ 14.50**	**$ 15.99**	**$ 18.00**			**$ 14.00**
Hanging Tree Limb Removal (2" or greater in diameter)	Per Tree	**$ 44.00**	**$ 128.00**	**$ 75.00**	**$ 97.00**	**$ 72.00**	**$ 70.99**	**$ 175.00**	**$ 45.00**	**$ 100.00**	**$ 145.00**
Remove Hazardous Trees with attached stumps if root balls are exposed more than 50%. All debris is to then be considered as normal debris. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the removal process.								*			
0" – 12" diameter (no per tree removal cost is applicable. Treat the Debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate
13" to 24" diameter	Per Tree	$ 45.00	$ 450.00	$ 125.00	$ 75.00	$ 100.00	$ 158.99	$ 650.00	$ 130.00	$ 550.00	$ 95.00
25" to 48" diameter	Per Tree	$ 210.00	$ 650.00	$ 300.00	$ 150.00	$ 250.00	$ 243.99	$ 800.00	$ 280.00	$ 750.00	$ 185.00
49" to 72" diameter	Per Tree	$ 385.00	$ 850.00	$ 800.00	$ 300.00	$ 350.00	$ 507.99	$ 1,000.00	$ 410.00	$ 875.00	$ 325.00
> 72" diameter	Per Tree	$ 610.00	$ 1,050.00	$ 1,500.00	$ 600.00	$ 450.00	$ 744.99	$ 1,400.00	$ 690.00	$ 1,175.00	$ 450.00
Flush cut Hazardous Trees with root balls exposed less than 50%. All debris is to then be considered as								*			
0" – 12" diameter (no per tree removal cost is applicable. Treat the Debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate	As Per Vegetative Debris cubic yard rate
13" to 24" diameter	Per Tree	$ 45.00	$ 400.00	$ 75.00	$ 75.00	$ 100.00	$ 141.99	$ 150.00	$ 90.00	$ 475.00	$ 85.00
25" to 48" diameter	Per Tree	$ 199.00	$ 600.00	$ 100.00	$ 150.00	$ 250.00	$ 250.99	$ 250.00	$ 200.00	$ 650.00	$ 165.00
49" to 72" diameter	Per Tree	$ 326.00	$ 800.00	$ 175.00	$ 300.00	$ 350.00	$ 438.99	$ 350.00	$ 305.00	$ 775.00	$ 295.00
> 72" diameter	Per Tree	$ 453.00	$ 1,000.00	$ 225.00	$ 600.00	$ 450.00	$ 677.99	$ 500.00	$ 460.00	$ 1,075.00	$ 400.00
Demolition of Structures. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Square Foot of structure	$ 1.33	$ 3.00	$ 8.00	$ 2.25	$ 3.24	$ 3.99	$ 8.00	$ 3.10		$ 2.75
Animal Carcass Removal and Disposal	Carcass	$ 9.85	$ 250.00	$ 300.00	$ 50.00	$ 75.00	$ 47.99	$ 1,200.00	$ 17.00	$ 2.00 per lb	$ 110.00
Hazardous Waste and Household Hazardous Waste Collection, Clean up and Disposal	Per 5 gallon	$ 19.56	$ 600.00	$ 35.00	$ 25.00	$ 88.00	$ 78.99	See Schedule	$ 95.00	$ 64.00 Note 1	$ 695.00
	Per Cubic Yard	$ 109.00	$ 15.00	$ 50.00	$ 78.00	$ 250.00	$ 119.99	See Schedule	$ 27.00	$ 2,250.00 Note 1	$ 185.00
Infectious Waste Clean-up and Disposal	Per 5 gallon	$ 86.40	$ 520.00	$ 55.00	$ 25.00	$ 175.00	$ 81.99	See Schedule	$ 230.00	$ 100.00 Note 1	$ 795.00
	Per Cubic Yard	$ 219.10	$ 13.00	$ 70.00	$ 78.00	$ 455.00	$ 238.99	See Schedule	$ 1,400.00	$ 3,800.00 Note 1	$ 185.00
CBRN Waste Clean-up and Disposal	Per 5 gallon	$ 439.00	$ 640.00	$ 55.00	$ 25.00	$ 3,500.00	$ 81.99	See Schedule	to be noegotiated	No Bid Note 1	$ 995.00
	Per Cubic Yard	$ 1,153.00	$ 16.00	$ 70.00	$ 78.00	$ 10,000.00	$ 238.99	See Schedule	to be noegotiated	No Bid Note 1	$ 195.00

DISASTER DEBRIS MANAGEMENT SERVICES PRICE SHEET

VENDOR NAME…		CROWDER	ATL (No bid Bond)	D&J ENT.	SRS	DRC	CERES	BERGERON	JB COXWELL	PHILLIPS & JORDAN	ASHBRITT
DESCRIPTION OF SERVICES: ALL SERVICES ARE AS DIRECTED BY THE CITY AS TO THE LOCATION OF WORK AREA, DISASTER ASSISTANCE FUNDINGAND AS OTHERWISE SPECIFIEDIN THE RFP DOCUMENT	**UNIT OF MEASURE**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**
CONSOLIDATED ALL INCLUSIVE SERVICES											
DESCRIPTION OF SERVICE	**UNIT OF MEASURE**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**
Consolidated Service # 1 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:								*			
The Contractor shall collect and haul vegetative debris and Animal Carcasses to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process The Contractor shall extract and provide any necessary extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. (Inclusive of debris removal as described herein.) The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herein. (Inclusive of debris removal as described herein.` The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. (Inclusive of debris removal as described herein The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$ 24.25	$ 24.00	$ 18.50	$ 27.50	$ 17.88	$ 39.99	$ 205.00	$ 43.40	$ 22.00 Note 1 & 2	$ 25.00
As a component of Consolidated Service #1, the Contractor shall collect and haul all C&D debris and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$ 30.25	$ 27.00	$ 20.50	$ 27.50	$ 18.88	$ 50.99	$ 86.00	$ 39.10	$ 24.50 Note 1 & 2	$ 25.00
As a component of Consolidated Service #1, the Contractor shall also provide debris processing, (DMS) management, debris reduction, and debris haul out and disposal for vegetative debris, C&D debris, all white goods (including Freon processing) and Animal Carcasses delivered to the DMS by the City or other City authorized sources.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$ 48.00	$ 24.00	$ 20.50	$ 37.50	$ 8.24	$ 43.99	$ 95.00	$ 14.00	$ 27.50 Note 1 & 2	$ 9.50

DISASTER DEBRIS MANAGEMENT SERVICES PRICE SHEET

VENDOR NAME…		CROWDER	ATL (No bid Bond)	D&J ENT.	SRS	DRC	CERES	BERGERON	JB COXWELL	PHILLIPS & JORDAN	ASHBRITT
DESCRIPTION OF SERVICES: ALL SERVICES ARE AS DIRECTED BY THE CITY AS TO THE LOCATION OF WORK AREA, DISASTER ASSISTANCE FUNDINGAND AS OTHERWISE SPECIFIEDIN THE RFP DOCUMENT	**UNIT OF MEASURE**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**
Consolidated service # 2 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP. document:								*			
The Contractor shall collect and haul vegetative debris, C&D debris, anima carcasses and all white goods (including Freon processing), and Animal Carcasses directly to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. The Contractor shall extract and provide extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. Inclusive of debris removal as described herein. The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herei The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. Inclusive of debris removal as described herei The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.	$ 15.25	$ 18.00	$ 18.50	$ 27.50	$ 14.88	$ 16.99	$ 155.00	$ 24.40	$ 17.50	$ 16.00
Consolidated service # 3a - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:								*			
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$ 31.25	$ 27.50	$ 22.50	$ 37.50	$ 18.88	$ 50.99	$ 205.00	$ 24.00	$ 10.50 Contractor will pay all tipping/disposal fees at final disposal sites. City will reimbuse contractor at cost. Contractor will provide documentation of all tipping/disposal fees	$ 20.50

DISASTER DEBRIS MANAGEMENT SERVICES PRICE SHEET

VENDOR NAME…		CROWDER	ATL (No bid Bond)	D&J ENT.	SRS	DRC	CERES	BERGERON	JB COXWELL	PHILLIPS & JORDAN	ASHBRITT
DESCRIPTION OF SERVICES: ALL SERVICES ARE AS DIRECTED BY THE CITY AS TO THE LOCATION OF WORK AREA, DISASTER ASSISTANCE FUNDINGAND AS OTHERWISE SPECIFIEDIN THE RFP DOCUMENT	**UNIT OF MEASURE**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**	**UNIT COST**
Consolidated service # 3b - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:								*			
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.	**$ 16.25**	**$ 21.00**	**$ 21.50**	**$ 37.50**	**$ 14.88**	**$ 15.99**	**$ 75.00**	**$ 24.00**	$ 16.50 Contractor will pay all tipping/disposal fees at final disposal sites. City will reimbuse contractor at cost. Contractor will provide documentation of all tipping/disposal fees	**$ 13.00**
Consolidated service # 4 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:								*			
The Contractor shall collect and haul vegetative debris (including stumps) and Animal Carcasses to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$ 15.25	$ 23.00	$ 20.50	NO BID	$ 15.88	$ 39.99	$ 205.00	$ 36.10	$16.50 See note 1 & 2	$ 20.50
ADDITIONAL SERVICES											
AS#1) Abandoned Vehicle Removal and disposal (from land) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Vehicle	$ 110.00	$ 200.00	$ 750.00	NO BID	$ 495.00	$ 487.00	$ 475.00	$ 220.00	$ 800.00	$ 275.00
AS#2) Abandoned Vehicle Removal and disposal (from water) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Vehicle	$ 350.00	$ 1,500.00	$ 1,500.00	NO BID	$ 1,450.00	$ 523.00	$ 675.00	$ 370.00	$ 1,400.00	$ 375.00
AS#3) Debris removal from canals. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per cubic yard	**$ 85.00**	**$ 50.00**	**$ 25.00**	**NO BID**	**$ 58.88**	**$ 43.00**	**$ 45.00**	**$ 14.00**	**$ 285.00**	**$ 38.50**
AS#4) Boat removal, processing and disposal from land. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per lineal foot	**$ 34.20**	**$ 200.00**	**$ 150.00**	**NO BID**	**$ 125.00**	**$ 17.00**	**$ 75.00**	**$ 31.00**	**$ 260.00**	**See schedule 2b**
AS#5) Boat removal, processing and disposal from water. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per lineal foot	**$ 85.00**	**$ 210.00**	**$ 300.00**	**NO BID**	**$ 250.00**	**$ 23.00**	**$ 175.00**	**$ 39.33**	**$ 300.00**	**See schedule 2b**

DISASTER DEBRIS MANAGEMENT SERVICES PRICE SHEET

VENDOR NAME…		CROWDER	ATL (No bid Bond)	D&J ENT.	SRS	DRC	CERES	BERGERON	JB COXWELL	PHILLIPS & JORDAN	ASHBRITT
DESCRIPTION OF SERVICES: ALL SERVICES ARE AS DIRECTED BY THE CITY AS TO THE LOCATION OF WORK AREA, DISASTER ASSISTANCE FUNDINGAND AS OTHERWISE SPECIFIEDIN THE RFP DOCUMENT	UNIT OF MEASURE	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
The following additional services shall be made part of a contract separate from the stand alone debris related services contract:								*			
AS#6) Fire Suppression Support.	Per Vehicle	$ 60.00 per day	$ 1,500.00	$ 500.00	NO BID	$ 4,500.00	$ 156.00	$ 95.00	$ 17.00	$3,800.00 per veh/week	$ 850.00
AS#7) Emergency potable water.	Cost per gallon	$ 1.00	$ 2.00	$ 4.00	NO BID	$ 1.48	$ 4.00	$ 0.77	$ 1.36	$ 2.25	See schedule A
AS#8) Emergency delivery of ice.	Per Pound	$ 0.25	$ 0.60	$ 2.50	NO BID	$ 0.24	$ 1.00	$ 0.55	$ 0.38	$ 0.92	See Schedule A
AS#9) Temporary bathrooms, showers, kitchens and feeding locations.	50 person unit for one day	$ 6,700.00	$ 5,000.00	$ 1,500.00	NO BID	$ 9,500.00 see note # 1	$ 15,900.00	$ 2,500.00	$ 2,490.00		See Schedule B
	100 person unit for one day		$ 10,000.00	$ 300.00	NO BID	$ 19,500.00 see note # 1	$ 17,900.00	$ 5,000.00	$ 4,290.00		See Schedule B
AS#10) Temporary satellite communications.	Per Phone/day	$ 8.00	$ 500.00	$ 500.00	NO BID	$ 68.00 see note # 2	$ 39.00	$ 275.00	see price sheet attached	$ 185.00	See Schedule E
AS#11a) Provide labor and machinery for pumping and water relocation/removal for flood control. Pump capacity of 110 gallons per minute with a 4" discharge	Per pump/hour	$ 60.00	$ 100.00	$ 500.00	NO BID	$ 195.00	$ 137.00	$ 150.00	$ 86.10	$ 225.00	See Schedule G
AS#11b) Hose for pump operation.	Per 100 foot of hose.	$ 8.00 per day	$ 25.00	$ 200.00	NO BID	$ 10.00 per hour	$ 305.00 per day	$ 50.00	$ 18.00	$ 39.00 per day	See Schedule G
AS#12) Sewer, culvert and catch basin cleaning.	Per structure	$ 500.00	$ 250.00	$ 1,000.00	NO BID	$ 375.00	$ 340.00	$ 175.00	$ 130.00	$ 650.00	Incident Specific
AS#13) Decontamination of buildings and facilities.	Per square foot of affected facility	$ 3.11	$ 1.00	$ 25.00	NO BID	$ 4.46	$ 29.00	$ 5.00	$ 3.10	$ 2.00	See Schdule H
AS#14) Mold remediation.	Per square foot of affected facility	$ 4.28	$ 1.00	$ 25.00	NO BID	$ 2.68	$ 29.00	$ 5.00	$ 5.80	$ 38.00	See Schedule H

Note 1: Assumes 30 days minimum on temporary bathroom, kitchens and feeding locations

Note 2: $1.36 per minute air time for satellite phones

** Tipping Fee will be a pass through. Handling fee, use hourly rate. Labor Rates, see schedule.*

Note 1: Debris will be place on ROW for Haul Off Loader collection of vegetetive Debris bid item

Note 2: Owner to provide DMS.

See attached shedule pricing

DISASTER DEBRIS MANAGEMENT SERVICES PRICE SHEET

AS#15) Emergency power generation.								CROWDER	ATL (No bid Bond)	D&J ENT.	SRS	DRC	CERES	BERGERON	JB COXWELL	PHILLIPS & JORDAN	ASHBRITT
				Amps at different available 3 ph, 4 wire voltages			UNIT OF MEASURE	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
KW	KVA	Fuel Capacity	Run time	120/240v	120/208v	277/480v	Per Generator							$ 1,475.00			
100	125	196 gal	26 hrs	301 Amps	347 Amps	150 Amps	Per Generator	$ 736.00	$ 1,680.00	$ 5,000.00	NO BID	$ 160.00	$ 1,890.00	$ 2,182.00	$ 610.00	$ 3,800.00	$ 1,680.00
175	219	350 gal	28 hrs	527Amps	608 Amps	264 Amps	Per Generator	$ 966.00	$ 2,305.80	$ 6,000.00	NO BID	$ 225.00	$ 2,654.00	$ 3,108.00	$ 1,290.00	$ 4,200.00	$ 2,305.80
240	300	379 gal	23 hrs	723 Amps	834 Amps	361 Amps	Per Generator	$ 1,080.00	$ 2,857.19	$ 8,000.00	NO BID	$ 450.00	$ 3,293.00	$ 4,875.00	$ 1,710.00	$ 4,800.00	$ 2,857.19
320	400	479 gal	23 hrs	963 Amps	1112 Amps	482 Amps	Per Generator	$ 1,440.00	$ 3,190.95	$ 10,000.00	NO BID	$ 675.00	$ 3,659.00	$ 5,290.00	$ 2,310.00	$ 6,400.00	$ 3,190.95
									all prices above per day	*all prices above per day rental*		*all prices above per hour*	*all prices above per day*	*all prices above per week*	*all prices above per day*	*all prices above per week*	*all prices above per 24 hours*

EXHIBIT C
Revised Solicitation Submission Checklist

SOLICITATION SUBMISSION CHECKLIST

Request for Proposals (RFP) No. 2018-009 Disaster Debris Removal Services

COMPANY NAME: (Please Print):_____

Phone: _____ Email: _____

Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

1) Title Page: Show the RFP number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. _____
2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. _____
3) Fill out, sign, and submit the Proposer's Acknowledgement Form. _____
4) Fill out and submit the Solicitation Submission Check List. _____
5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavit and Schedules A through L. _____
6) Include a Bid Bond, in accordance with Section 1.17 of the RFP. _____
7) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. _____

SUBMITTAL - SECTION II: PROPOSER'S QUALIFICATIONS

(i) FOR PROPOSER:

1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs. _____

2) Describe the Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables. Include information which addresses, but is not limited to the following:
   - establishing and operating multiple Debris Management Sites (DMS)
   - regulations affecting the removal, processing and disposal of mixed debris
   - filing and receiving federal and state reimbursements for disaster recovery work, including preparing ad submitting federal/state project work sheets
   - assessing, removing and disposing of specialty debris including hazardous materials, dead animals, hazardous stumps and submerged debris.
   - demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way)
   - assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets.
   - Providing human support activities such as food, water and sanitation services

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3) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.. _____

4) The Proposer must not have a vested interest in a debris monitoring contract or contractor(s) with the City. Also, there must be no conflict of interest between the Proposer and a debris monitoring contractor(s). Proposer shall include a statement confirming the latter, including certification that neither Proposer nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal and state law._____

5) Provide financial statements, in a sealed envelope, for the last two (2) complete fiscal years. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant. (NO PAGE NUMBER REQUIRED)

6) **Bonding Capacity.** Proposer shall provide a letter from a Surety firm affirming that Proposer has sufficient bonding capacity to provide performance and payment bonds in an amount not less than one hundred percent (100%) of the contract amount. The Surety firm shall be rated by an AM Best as to be no less than A- (Excellent). The statement of bonding capacity shall be directly form the Surety firm on its official letterhead and signed by an authorized agent of the firm. _____

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1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and relevant experience of all proposed key personnel (i.e., Project Manager, Operations Manager, including sub-consultants). Include resumes (listing experience, education, licenses/certifications) and specify the role and responsibilities of each team member in providing the services outlined in the RFP. Documentation submitted must clearly demonstrate key personnel's knowledge, experience, and understanding of the types of services to be performed and of federal, state, and local laws and regulations governing this work._____

2) Provide an organizational chart of all key personnel that will be used. _____

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1) Describe in detail, your approach to perform the services and tasks solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, strategies for assuring assigned work is completed on time, communication with City staff, and how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP. _____

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   _____

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9) Description of the Proposer's customer service plan to respond to City complaints. _____

10) Explain how Proposer has complied with the public policies of the Federal Government. These include amongst other things, past and current compliance with:

    a. Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b)

    b. Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer's efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors.

    _____

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

1) Provide a minimum of three (3) references (but no more than five (5)) from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) total dollar value of the contract, (8) services provided, (9) agency's size (number of residents and square miles), (10) volume of debris managed and disposed. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.** _____

2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process. _____

SUBMITTAL – SECTION V: PRICE PROPOSAL

1) Provide pricing utilizing the Price Proposal form under Section 8. _____

- - N O T I C E - -

BEFORE SUBMITTING YOUR RFP RESPONSE MAKE SURE YOU:

☐ 1. Carefully read and have a clear understanding of the RFP, including the Scope of Services and enclosed Professional Services Agreement (*draft*).

☐ 2. Carefully follow the Submission Requirements outlined in Section 6 of the RFP.

☐ 3. Prepare and submit ONE ORIGINAL RESPONSE and SEVEN (7) PHOTOCOPIES with ONE (1) digital copy on a CD or flash drive.

☐ 4. Clearly mark the following on the outside of your submittal package: RFP Number, RFP Title, Proposer's Name and Return Address, Submittal Deadline.

☐ 5. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.

EXHIBIT D
DMS SITES

http://www.miamidade.gov/propertysearch/#/

Property Search Applicatio...

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PROPERTY INFORMATION

Folio: 03-4107-018-8210

Sub-Division:
CORAL GABLES GRANADA SEC REV

Property Address

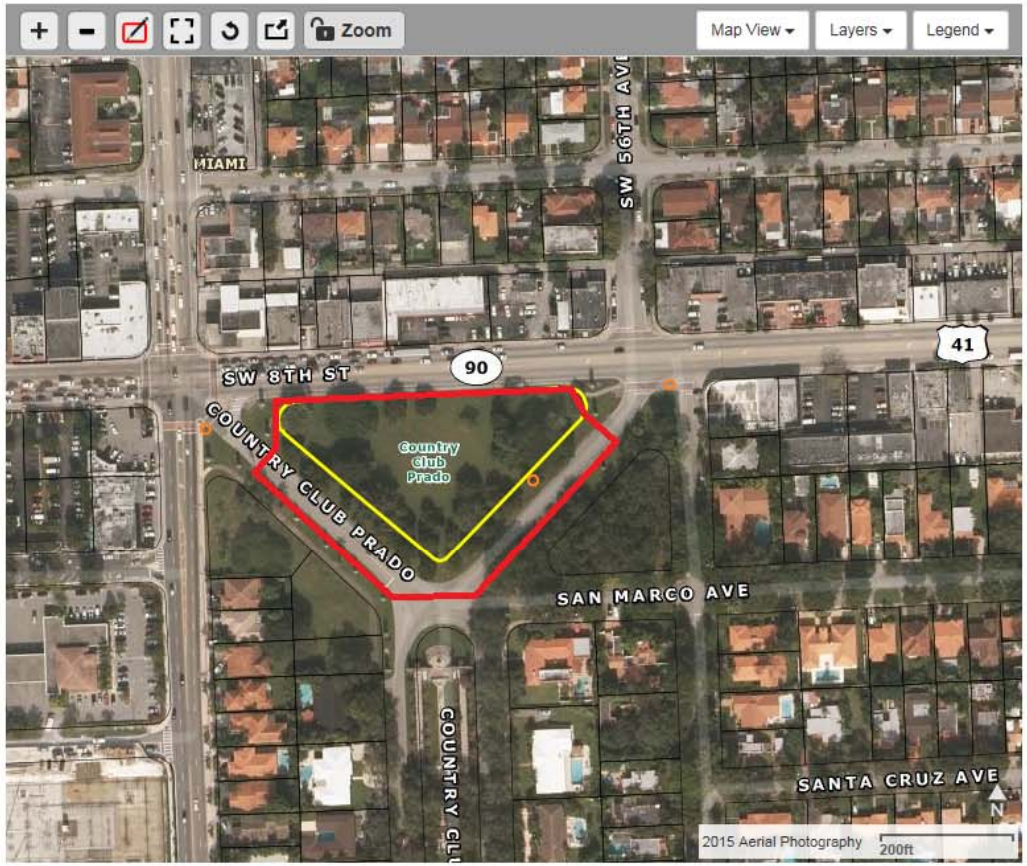
Owner
CITY OF CORAL GABLES

Mailing Address
CITY HALL
CORAL GABLES , FL

Primary Zone
8600 SPECIAL USE

Primary Land Use
8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL

Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0
Living Area	0
Adjusted Area	0
Lot Size	68,550 Sq.Ft
Year Built	0



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12:27 PM
8/25/2015

Property Information	
Folio:	30-4014-035-0010
Property Address:	2811 SW 70 AVE Miami, FL 33155-2845
Owner	CENTRAL BUSINESS PLAZA A LLC
Mailing Address	11841 SW 57 CT CORAL GABLES, FL 33156 USA
PA Primary Zone	7600 INTENSIVE USE
Primary Land Use	4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	13,533 Sq.Ft
Living Area	Sq.Ft

http://www.miamidade.gov/propertysearch/#/

Property Search Applicatio...

File Edit View Favorites Tools Help

PROPERTY INFORMATION

Folio: 30-4014-032-0010

Sub-Division:
DENMARK FINK SUB

Property Address
2800 SW 72 AVE
Miami , FL 33155-2825

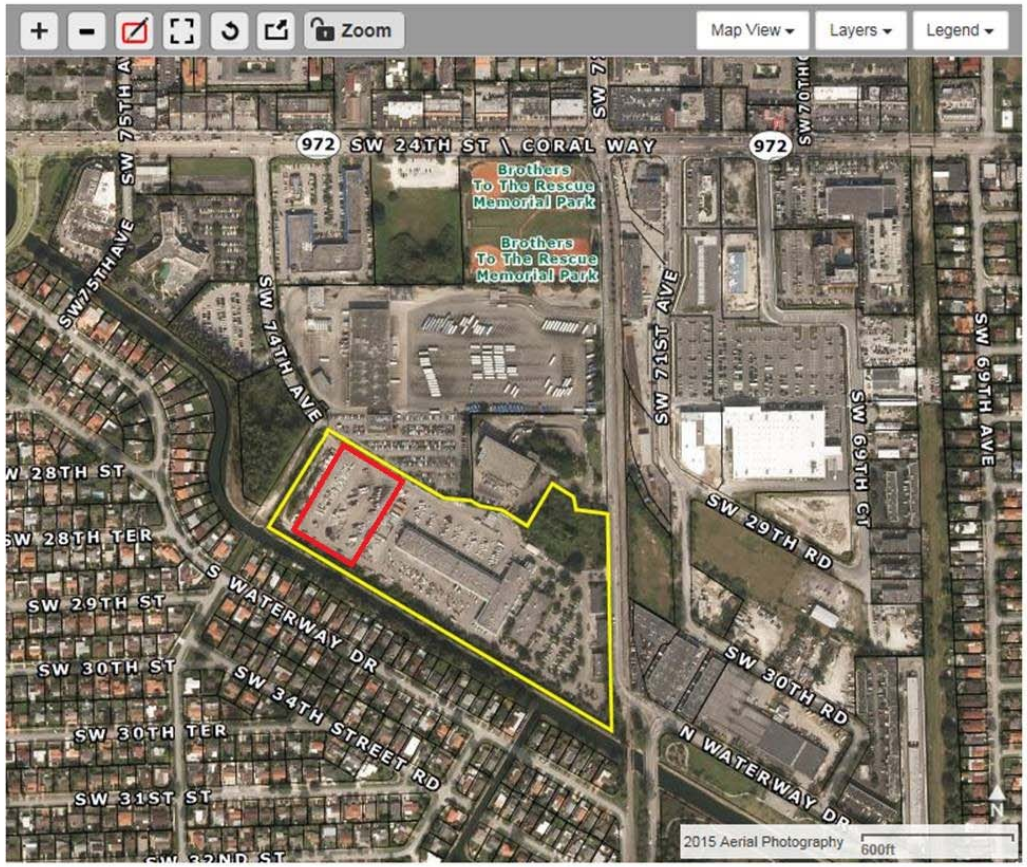
Owner
CITY OF CORAL GABLES

Mailing Address
CITY HALL
CORAL GABLES , FL 33154

Primary Zone
6400 COMMERCIAL - CENTRAL

Primary Land Use
8940 MUNICIPAL : MUNICIPAL

Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	94,372 Sq.Ft
Living Area	
Adjusted Area	94,372 Sq.Ft
Lot Size	767,527 Sq.Ft
Year Built	1956



Featured Online Tools

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8/25/2015

CITY OF CORAL GABLES, FL

FINANCE DEPARTMENT / PROCUREMENT DIVISION

405 Biltmore Way – Coral Gables, FL 33134

REQUEST FOR PROPOSALS
RFP 2018-009

DISASTER DEBRIS REMOVAL SERVICES

Submittal Deadline / RFP Opening: 2:00 p.m. Thursday, April 5, 2018

CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155
FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5102, Fax: 305-261-1601

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CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102 / Fax: 305-261-1601

PROPOSER'S ACKNOWLEDGEMENT

RFP Title: **DISASTER DEBRIS REMOVAL SERVICES** **RFP No. 2018-009** A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	Sealed response submittals must be received prior to **2:00 p.m., Thursday, April 5, 2018**, by the Procurement Office, located at 2800 S.W. 72nd Avenue, Miami, FL 33155; and are to remain valid for 120 calendar days. Submittals received after the specified date and time will be returned unopened. Contact: Yusbel Gonzalez, CPPB Title: Procurement Specialist Telephone: 305-460-5107 Facsimile: 305-261-1601 Email:ygonzalez@coralgables.com / contracts@coralgables.com

Proposer Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: __ Partnership: __ Individual: __ Other:__	Fax No.:
Bid Bond / Security Bond (*if applicable*) 5 %	Email:

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFP FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER NON-RESPONSIVE.

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFP DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK,** ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

_____ _____

Authorized Name and Signature *Title* *Date*

CITY OF CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102, Fax: 305-261-1601

PUBLIC NOTICE

Request for Proposals (RFP) No. 2018-009

The City of Coral Gables is soliciting proposals for **Disaster Debris Removal Services** from a qualified and experienced professional firm ("Proposer"), readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

The Request for Proposals (RFP) may be downloaded by visiting PublicPurchase (www.publicpurchase.com). Prospective Proposers must register with PublicPurchase, free-of-charge, in order to download the solicitation. A detailed user guide for the registration process may be downloaded by visiting the Procurement Division Supplier Services webpage at: www.coralgables.com/index.aspx?page=1275.

Any prospective proposer who has received this solicitation by any means other than through PublicPurchase must register immediately with PublicPurchase to ensure it receives any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

Proposals for RFP No. 2018-009, will be received until 2:00 p.m., Thursday, April 5, 2018. Proposals submitted by mail or hand delivered should be sent to the City of Coral Gables, Procurement Division, 2800 SW 72nd Avenue, Miami, Florida 33155. The City of Coral Gables will not accept, and will in no way be responsible for any Proposals received after the submittal deadline**.** The responsibility for submitting Proposals before the stated time and date is solely the responsibility of the Proposer. Verbal or electronic (e-mailed) responses are not acceptable.

One (1) original proposal response, seven (7) copies and one (1) digital copy on a CD or flash drive (*PDF format*) must be signed and submitted in a sealed envelope and clearly marked: **DISASTER DEBRIS REMOVAL SERVICES – RFP No. 2018-009** and Proposer's Name, Address, Contact Name, and Telephone Number.

Anticipated Schedule of Events:

RFP Advertisement	Tuesday, March 6, 2018
Deadline for Questions	5:00 p.m., Thursday, March 15, 2018
Proposals Submittal Deadline / Proposal Opening	2:00 p.m., Thursday, April 5, 2018

Award of this solicitation will be made to the highest ranked responsive and responsible proposer(s), based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities at any time during the RFP solicitation process.

PRICING MUST BE FIRM FOR ONE-HUNDRED AND TWENTY (120) DAYS. ESCALATION CLAUSES OF ANY KIND CONTAINED IN YOUR RESPONSE ARE NOT ACCEPTABLE. THE CITY OF CORAL GABLES MAY ALSO REJECT ANY AND/OR ALL PROPOSALS.

This solicitation is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: http://www.coralgables.com, click on Government, City Department, Procurement,. Procurement Code (City Code Chapter 2 Article VIII)

- Cone of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1054
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Buy American – Sec. 2-699
- Sustainability (Green) Sec. 2-697

Conflict of Interest and Code of Ethics

- Coral Gables, FL, Code of Ordinances, Chapter 2 – Administration, Article V

City Clerk, Lobbyist Registration, Applications and Forms

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

Sincerely,

Procurement Officer

CONE OF SILENCE

Request for Proposals (RFP) No. 2018-009

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Cone of silence is defined to mean a prohibition on:

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between the city commissioners and city department heads, the city departments' staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

(1) the time of the City Manager's approval of the award, or
(2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
(3) at such time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

SOLICITATION SUBMISSION CHECKLIST

Request for Proposals (RFP) No. 2018-009

COMPANY NAME: (Please Print):_____

Phone: _____ Email: _____

Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

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4) Fill out and submit the Solicitation Submission Check List. _____
5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavit and Schedules A through L. _____
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Debris Removal, Debris Management Sites (DMS) Operations including provisions for recycling debris, Demolition of Structures and Optional Services etc.).

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    _____

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

1) Provide a minimum of three (3) references (but no more than five (5)) from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) total dollar value of the contract, (8) services provided, (9) agency's size (number of residents and square miles), (10) volume of debris managed and disposed. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.** _____

2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process. _____

SUBMITTAL – SECTION V: PRICE PROPOSAL

1) Provide pricing utilizing the Price Proposal form under Section 8. _____

- - N O T I C E - -

BEFORE SUBMITTING YOUR RFP RESPONSE MAKE SURE YOU:

☐ 1. Carefully read and have a clear understanding of the RFP, including the Scope of Services and enclosed Professional Services Agreement (*draft*).

☐ 2. Carefully follow the Submission Requirements outlined in Section 6 of the RFP.

☐ 3. Prepare and submit ONE ORIGINAL RESPONSE and SEVEN (7) PHOTOCOPIES with ONE (1) digital copy on a CD or flash drive.

☐ 4. Clearly mark the following on the outside of your submittal package: RFP Number, RFP Title, Proposer's Name and Return Address, Submittal Deadline.

☐ 5. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.

SECTION 1

Request for Proposals (RFP) No. 2018-009

1.0: INTRODUCTION TO REQUEST FOR PROPOSAL

1.1. Invitation

Thank you for your interest in this Request for Proposals ("RFP"). The City of Coral Gables (the "City"), through its Procurement Division invites responses ("Proposals" / "Responses") from Firms ("Proposers") which offer to provide the services described in Section 2.0 "Scope of Work".

Throughout this RFP, the terms "must", "will", and "shall" will denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

NOTE: The City may award this RFP to multiple proposers. In such case, a Primary, Secondary, and Tertiary Proposer, in the order of their ranking as determined by their overall scores pursuant to this RFP, may be selected. If the Primary Proposer cannot respond in a timely manner or cannot fulfill its contractual obligations or when the workload warrants, the City reserves the right to request services from the Secondary and/or Tertiary Proposer, accordingly. In the event that the City awards this RFP to multiple proposers, the City will execute a Professional Services Agreement with each Proposer and designate each as Primary, Secondary, and Tertiary.

This is a nonexclusive contract and does not guaranty a minimum number of tasks, hours or work. Further, any estimated quantities are not guaranties, but estimates only provided to assist the City.

1.2. Contract Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a Contract or a Professional Services Agreement ("Agreement" / "Contract") with the City in substantially the same form as the Agreement included as part of this RFP, if applicable.

The term(s) of the Agreement shall be for an initial period of three (3) years with the option to renew for two (2) additional two (2) year periods.

The City shall have the right to terminate this contract pursuant to Section 1.12 of this solicitation. Continuation of the Contract beyond the initial period is a City prerogative; not a right of the Proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

A. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

(1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.

(2) Availability of funds

1.3. Additional Information or Clarification

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of the RFP, the Proposer may request clarification at the pre-proposal conference or by WRITTEN REQUEST via PublicPurchase (www.publicpurchase.com) prior to the Deadline for Written Questions. Proposer is responsible for downloading and bringing a copy of the RFP to the pre-proposal conference as copies will not be provided by the City.

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** which shall be released through PublicPurchase. Proposers must register via PublicPurchase to ensure receipt of any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

Proposer's should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

1.4 Award of an Agreement

Agreements may be awarded to the Successful Proposer(s) by the City Commission or City Manager, as applicable, to one or more Proposer deemed the most responsible, responsive Proposer, meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Proposer shall not be permitted rate increases as a result of an artificial low price Proposal submitted in anticipation of requesting rate increases from the City after the contract award than otherwise provided in the contract. Non-performance shall result in cancellation of the contract with the Proposer. The City reserves the right to execute or not execute an Agreement with the Successful Proposer(s) if it is determined to be in the best interest of the City.

1.5 Agreement Execution

By submitting a Response, the Proposer agrees to be bound to and execute the Agreement for this solicitation***.*** Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received may not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the Successful Proposer to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

1.6 Unauthorized Work

Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the City.

1.7 Changes/Alterations

Proposers may change or withdraw a Response at any time **prior to** the Response Submittal Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this RFP. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submittal date.

1.8 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the RFP. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.9 Disqualifications

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

Any Responses submitted by a Proposer who is in arrears (money owed) to the City or where the City has an open claim against a Proposer for monies owed the City at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

1.10 Proposer Expenditures

Proposer understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Proposers if an Agreement is awarded.

1.11 Financial Stability and Strength

The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Proposer's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Proposer, the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer. The City reserves the right to consider third party information (e.g. Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Proposers **may** be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). When the proposal submittal is from a joint venture, each Proposer involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by an independent Certified Public Accountant.

Any Proposer may be declared non-responsive who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law, or any state insolvency.

1.12 Contract Termination

The City, by written notice, may terminate in whole or part any Contract resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Proposer, terminate the Agreement if the Successful Proposer has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate the Agreement for convenience at any time by providing thirty (30) days written notice to the Successful Proposer. In the event the Successful Proposer is found to be in default, the Successful Proposer will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.13 Contract Administrator

The City's Public Works Director/Designee shall be responsible for administering the Agreement, monitoring, and evaluating the service. The Successful Proposer will report to the City's authorized representative.

1.14 Estimated Quantities

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to actual quantities during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of evaluating a response or determining the most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices proposed or at lower prices.

1.15 Background Screening

The Successful Proposer may be required to perform level 2 background screening on employees that perform work for the City of Coral Gables, pursuant to Chapter 435 F.S.

1.16 UTILIZATION OF MINORITY / WOMEN'S / LABOR SURPLUS FIRMS.

The City of Coral Gables, in accordance with the requirements as stated in 2 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. As such any contractor utilized by the City must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with § 2 CFR 200.321. More specifically, 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.

Prior to any contract award, the Proposer must document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their Proposal. Information regarding certified M/WBE firms can be obtained from:

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

1.17 Bid Bond/Bid Security/Bid Deposit

A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of five percent (5%) of the proposal total amount will accompany the Proposal. The bonding company must appear on the US Treasury List. The Bid Bond of the Successful Proposer will be retained until receipt and acceptance of a performance bond and all other required documents. Bid Bonds of all other Proposers will be returned without interest upon Award of Contract. **Failure to provide the bid bond when required shall result in the Proposer being "non-responsive" and rejected.**

1.18 Performance and Payment Bond

The Successful Proposer shall post a Payment and Performance Bond from a Corporate Surety, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under the Contract and on any and/or all duly authorized modifications hereof. A bond will be posted upon issuance of a Notice to Proceed (NTP) or Purchase Order and shall be a sum equal to one hundred percent (**100%**) of the contract amount (as indicated on the NTP or PO), plus adjustments thereto, unless otherwise specified. The bond shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Payment and Performance Bonds must be filed by the Proposer with the Procurement Division, in the full amount of the contract amount, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the Contract, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.

1.19 Bid Bond/Bid Security/Bid Deposit Forfeited Liquidated Damages

The following specification shall apply to bid/proposal, performance, payment, maintenance, and all other types of bonds:

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

Bond Amount	**Best Rating**	
500,000 to 1,499,999	A	VI
1,500,000 to 2,499,999	A	VIII
2,500,000 to 4,999,999	A	X
5,000,000 to 9,999,999	A	XII
over 10,000,000	A	XV

On bond amount of $500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety company is licensed to do business in the State of Florida;

2. Providing evidence that the surety company holds a certificate of authority authorizing it to write surety bonds in this state;

3. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bids and/or Request for Proposals is issued.

4. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.

5. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.

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SECTION 2

Request for Proposals (RFP) No. 2018-009

2.0 SCOPE OF SERVICES/WORK

2.1. PURPOSE

The City of Coral Gables, Florida ("City") is soliciting proposals for **Disaster Debris Removal Services** ("Services") from a qualified and experienced professional firm ("Proposer"), readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

In providing the services solicited here in, the Successful Proposer shall adhere to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public Assistance Program and Policy Guide (PAPPG) FP 104-009-2 / January 2018 as may be amended, updates or replaced from time-to-time. The Proposer shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations.

The decision to initiate the Successful Proposer's services will be determined by the City on an event-by-event basis, and is dependent upon, among other factors, the amount and extent of debris requirement removal. The City reserves the right, at its sole discretion, to perform any task contained in this solicitation.

2.2. SCOPE

As it may be tasked by the City in writing in accordance with the contracted unit prices, Successful Proposer shall provide all expertise, personnel, processes, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely clearing, removal and disposal of all eligible and if specifically tasked in writing, non-eligible, disaster generated debris.

The term "eligible," as used herein, means qualifying for emergency funding and meeting the most current stipulated requirements of the Public Assistance Program, and all applicable State and Federal disaster specific guidance and policies, and the policies of the Federal Highway Administration (hereinafter referred to as FHWA). The availability of Additional Services as described herein is also desired.

The City will direct all actions to secure necessary permissions, waivers and Right of Entry (ROE) Agreements from real property owners and / or Homeowner Associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the emergency event.

The term, "Debris", as used herein, includes all forms of emergency-generated debris, such as:

- **Vegetative Debris** includes whole trees, stumps, trunks, branches, limbs, and other leafy material;
- **Construction and Demolition Debris (C&D)** includes components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures;
- **Hazardous Waste (HW)** is a waste that appears on one of the four hazardous waste lists in Title 40 of the Code of Federal Regulations (CFR) Part 261 or exhibits at least one of the following four characteristics:
    - Ignitability

- Corrosivity
- Reactivity
- Toxicity

Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment;

- **Household Hazardous Waste (HHW)** - is a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods;
- **White Goods** - are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before disposal or recycling. Some States and Tribal Governments also require certified technicians to extract compressor oils before disposal or recycling. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils;
- **Electronic Waste** - (e-waste) refers to electronics that contain hazardous materials, such as computer monitors, televisions, cell phones, and batteries. These products may contain minerals and chemicals that require specific disposal methods;
- **Vehicle and Vessels** - Vehicles and vessels may be damaged, destroyed, displaced, or lost as a result of a disaster. These vehicles and vessels may eventually be abandoned because of the damage incurred or because the original owners have relocated. Vehicles and vessels may be classified as debris if they block public access and critical facilities;
- **Putrescent Debris** - Putrescent debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter;
- **Soil, Mud, and Sand** - Floods, landslides, winds, and storm surges often deposit soil, mud, and sand on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools;
- **Infectious Waste** - Infectious waste is waste capable of causing infections in humans and can include contaminated animal waste, human blood, blood products, medical waste, pathological waste, and discarded sharp objects (needles, scalpels, or broken medical instruments). Clearance, removal, and disposal of infectious waste may be under the authority of another Federal agency (the Centers for Disease Control and Prevention, EPA, etc.);
- **Chemical, Biological, Radiological, and Nuclear Contaminated Debris (CBRN)** - is any debris contaminated by chemical, biological, radiological, or nuclear materials.

Unless specifically directed by the City in writing, Services under this RFP will be limited to eligible and non-eligible debris removal activities that are determined by the City to be necessary to:

- Eliminate immediate threats to life, public health, and safety;
- Eliminate immediate threats of significant damage to improved public or private property;
- Ensure the economic recovery of the affected community for the benefit of the community at large; or
- Mitigates risk to life and property by removing Substantially Damaged structures and associated structures and appurtenances as needed to convert property acquired using Hazard Mitigation Grant Program funds to uses compatible with open space, recreation, or wetlands management practices.

Services will only be performed when requested by the City in writing through an approved Notice to Proceed or Purchase Order issued by the City. Successful Proposer shall generally only perform its services within the legal boundaries of the City. All services shall be in accordance with the prices specified in the contract.

The City reserves the right to approve all subcontractors hired by the Successful Proposer and/or to require the Successful Proposer to dismiss a subcontractor for cause, upon request.

2.2.1. Initial Deployment

Within 24 hours of the State's Declaration of a State of Emergency, and/or City's notification to Successful Proposer, the Successful Proposer's Project Manager shall report to the City's Emergency Operations Center (EOC), or such other place as designated by the CITY. At the direction of the City in writing the Successful Proposer will mobilize, such equipment and equipment operators as deemed necessary for use in the City's Rescue and Reconnaissance operation. Said operators will be paid for time at the City's Rescue Reconnaissance operation center prior to and during the storm. Front loaders with grapples will be paid for four (4) hours to mobilize and stage at the City's facility prior to and during the storm. Said equipment and operators shall remain in the City's Rescue Reconnaissance operation center prior to and during the storm and be ready for deployment at the direction of City personnel immediately following the passing of the debris causing event (primarily, but not exclusively, Hurricanes). This operation will begin the Emergency Push/Road Clearance activities (described below) in support of the Rescue Reconnaissance activities citywide and will be assigned to only one Successful Proposer. During this period, at the direction of the City in writing, the Emergency Push/Road Clearance activities may be further authorized after initial Rescue Reconnaissance activities begin. The rescue Reconnaissance operation will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the City. Time and material rates as shown in Section 8 shall be applicable. Separate records shall be kept for FEMA and FHWA roadways for the initial deployment operations.

2.2.2 Emergency Push/Road Clearance

At the direction of the City in writing, the Emergency Push/Road Clearance activities may be authorized and assigned after initial Rescue Reconnaissance activities begin. Contractor(s) shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by the City. The emergency push will normally be completed within a reasonable time, which will be determined at the time of disaster, following the activation of this contract, unless notified otherwise by the City. Time and material rates as shown in Section 8 shall be applicable. Separate records shall be kept for FEMA and FHWA roadways for the emergency push operations.

2.2.3 Debris Removal/Demolition of Structures

In anticipation of a likely debris generating event, or upon assessment of the magnitude of the debris generated and the type of infrastructure damage caused by the disaster event, the City will formulate written direction for the Successful Proposer in the form of one or more Notice to Proceed or Purchase Order. Work will be authorized to be performed in accordance with the contracted unit costs which generally consist of either the separated components of the entire debris removal process or various groupings of these tasks.

Debris removal will generally only be authorized if it is eligible for reimbursement by FEMA or FHWA; however, the City reserves the right to task the Successful Proposer with performing non eligible work; the cost of which will be born separately by the City. All eligible work will be performed consistent with Federal requirements applicable to the disaster event. Separate records shall be kept for removal of eligible and non-eligible debris and these operations will generally be kept separate.

The Successful Proposer will ensure compliance with instructions from the City regarding the collection, hauling and disposal of HW and HHW, Infectious Waste, CBRN Waste and/or other categories of debris. Separate records shall be kept for removal of these materials from FEMA and FHWA roadways.

Successful Proposer will ensure HW and HHW, Infectious Waste and CBRN Waste screening and disconnection of utilities as appropriate. For Construction and Demolition Debris (C&D), all applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

White Goods containing refrigerants will be hauled to a City approved staging area where certified technicians will remove the refrigerants. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

Successful Proposer will at all times exercise due diligence in removing debris and performing other work, so as not to damage existing infrastructure.

As directed by the City in writing, for the unit price quoted, Successful Proposer shall load and haul any and all types of debris to one or more approved and certified Debris Management Sites (DMS) or other disposal destination designated by the City which may or may not be the final disposal site provided by the Successful Proposer.

Typical Debris removal situations are as follows:

2.2.3a Debris Removal from Public Right-of-Way (ROW)

Work is generally eligible for reimbursement.

2.2.3b Debris Removal from Improved and Unimproved Public Property

Removal from Improved Public Property is generally eligible for reimbursement. Removal from Un-improved Public Property is generally not eligible for reimbursement.

2.2.3c Debris Removal from Real Property

Much of this work will be eligible once the City procures Right of Entry Agreements (ROE) from property owners.

2.2.3d Demolition of Structures on Public and Private Property

Work may be eligible for reimbursement. Right of Entry Agreements (ROE) are required for work on Private Property. As directed by the City in writing, Successful Proposer shall demolish unsafe structures located on public and private property in accordance with contracted unit costs. The debris created by demolition activities shall be removed at the unit cost for construction and demolition debris.

2.2.4 Debris Separation/Reduction/Recycling and Management of Debris Management Sites (DMS):

The City may provide the Successful Proposer with Debris Management Sites (DMS) that would be used for materials handling, reduction, storage, recycling, equipment maintenance, etc., if it is disadvantageous to transport debris directly to the final disposal location. The City may task the Successful Proposer with locating additional sites to be used as (DMS). The Successful Proposer will be responsible for returning any utilized (DMS) to its original condition, abiding by all State and Federal environmental regulatory requirements.

If a (DMS) is activated, the Successful Proposer shall operate and manage it to accept and process all event debris. All actions will be implemented by the Successful Proposer only with the prior approval of the City. Actions by the Successful Proposer will include, but are not limited to, the following:

- Ensure that only debris authorized by the City's Contract Administrator will be allowed into the (DMS).
- Provide to the City a video record of the pre- and post-use site conditions.
- As directed by the City, conduct an onsite Phase 1 Environmental Audit.
- Prepare a plan of proposed site layout and review with the City prior to its implementation.

- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to its implementation.
- Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the (DMS).
- Build and/or maintain roads as necessary for (DMS) operation
- Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the (DMS).
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the (DMS) to those determined by the City.
- Stage and process all debris in accordance with instructions from the City.
- Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
- Prior to reduction and to the extent practical, segregate debris between vegetative debris, construction and demolition debris, white goods and hazardous waste. Recycle materials where applicable.
- Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the (DMS).
- Provide the City with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the (DMS).
- Upon the closure of the (DMS), restore the site to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
- As directed by the City, sod, hydro-seed or sprig the property or repair asphalt surfaces once all other site closure issues have been addressed.
- As directed by the City conduct post use soil and water test.

2.2.5 Removal of Hazardous Trees and Hanging Limbs

As directed by the City in writing, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to:

- Remove hanging tree limbs (2) two inches or greater in diameter existing in the City.
- Remove hazardous trees existing in the City inclusive of the stump if the root balls are more than 50% exposed and place the debris in a suitable place for collection.
- Flush cut hazardous trees existing in the City if the root balls are less than 50% exposed and place the debris in a suitable place for collection.
- Load and remove all debris generated from the removal of all hazardous trees and hanging limbs as if it were normal vegetative debris in accordance with 5.2.

All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Successful Proposer, in writing, by the City.

2.2.6 Removal of Hazardous Stumps

As directed by the City in writing, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage hazardous uprooted stumps as follows:

- Successful Proposer will be compensated for the process of extracting and transporting, to the (DMS) or final disposal site, hazardous stumps that are (24) twenty-four inches or **greater in** diameter, measured (24) twenty-four inches from the base of the tree (large stumps) (This unit cost does not apply to previously extracted stumps placed out for

collection, which will be compensated for as normal vegetative debris.) For contractor extracted stumps, Successful Proposer will be further compensated for the management process through final disposal in accordance with the unit costs per cubic yard of normal vegetative debris. The cubic yardage of each stump will be determined using the FEMA Stump Conversion Table. (See Section 11 – FEMA Stump Conversion Table) Where appropriate, the City or its representative will measure and further certify the FEMA disaster assistance eligibility of all stumps before removal. Successful Proposer is responsible for determining the method of extraction and transport of stumps, subject to the approval of the City. As part of the large stump removal process, the Successful Proposer shall fill the stump hole with fill suitable for the cultivation of replacement trees subject to the approval of the City. Hole shall be filled to a point even with the surrounding intact, undisturbed ground elevation.

- Regardless of the need for extraction, the Successful Proposer will be compensated at the unit cost per cubic yard of normal vegetative debris, for the transport to the (DMS) or final disposal site, all hazardous stumps that measure less than (24) twenty-four inches in diameter measured (24) twenty-four inches from the base of the tree (small stumps). If the stumps are transported separate from other normal vegetative debris, the cubic yardage of each stump will be determined using the FEMA Stump Conversion Table (See Section 11 – FEMA Stump Conversion Table). It is assumed that most small stumps will be comingled with normal vegetative debris. Successful Proposer is responsible for determining the method of extraction and transport of stumps, subject to the approval of the City. As part of the large stump removal process, the Successful Proposer shall fill the stump hole with fill suitable for the cultivation of replacement trees subject to the approval of the City. Hole shall be filled to a point even with the surrounding intact, undisturbed ground elevation.

- **Non-Eligible Stumps**
  - Cost per inch of stump diameter includes stump removal to 24” below grade and surface roots.

- **Bracing / Standing Up of Trees:**
  - Cost per tree to straighten and brace with 2’ x 3’ or 2’ x 4’ lumber.
    - 5” diameter at breast height (DBH) or less uprooted over 50%
    - 5” diameter at breast height (DBH) or less only leaning and/or uprooted less than 50%
  - Cost per diameter at breast height (DBH)
    - Trees and palms greater than 5” DBH

2.2.7 Hazardous Waste Removal, Transport, and Disposal

As directed by the City in writing, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of HW and HHW, Infectious Waste and CBRN Waste. The removal, transportation, and disposal of HW and HHW, Infectious Waste and CBRN Waste includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

The Successful Proposer will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Successful Proposer will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Successful Proposer personnel in the safe and proper handling and disposal of the material. The Contractor will be reimbursed at a fixed rate for this service.

2.2.8 Debris removal from canals

The Successful Proposer will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition (C&D) debris affecting the canals, but excludes removal of damaged and/or abandoned boats and cars. Debris will be placed such as to be managed as normal vegetative and/or construction and demolition (C&D) debris in accordance with the Component or Consolidated services process specified by the City in writing. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.2.9 Designation and Management of Staging Areas

Successful Proposer shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Successful Proposer shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Successful Proposer and sub-contractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Successful Proposer, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

2.2.10 Disaster Recovery Technical Assistance

At no cost to the City, the Successful Proposer will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

2.3 PERFORMANCE OF SERVICES

2.3.1 Description of Service

Successful Proposer agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

2.3.2 Cost of Services

Successful Proposer shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Successful Proposer shall be compensated at the contracted prices.

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs as originally contracted. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the Contractor and the City and approval by formal City action.

In addition, all costs related to labor, materials and equipment shall be fair, reasonable, and where applicable, consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates.

2.4 STANDARDS OF PERFORMANCE

2.4.1 Successful Proposer representative and General Operations Plan:

Successful Proposer shall identify a representative who shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement, the Contractor's General Operations Plan and the City's Work Authorization. A specific Operations Plan may be required of the Contractor for each disaster.

2.4.2 Mobilization

Unless otherwise required herein; when a Notice to Proceed or Purchase Order in advance of an event has been received by Successful Proposer, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the Successful Proposer to mobilize resources on the schedule required by the City.

2.5 GENERAL RESPONSIBILITIESOF THE CITY AND THE SUCCESSFUL PROPOSER

2.5.1 Other Agreements

The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. Successful Proposer shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. City will provide Successful Proposer with a copy of any applicable agreements.

2.5.2 The City's Obligations

The City shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice to Proceed or Purchase Order.

2.5.3 Successful Proposer's Conduct of Work

Successful Proposer shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Successful Proposer personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

2.5.4 Supervision by Successful Proposer

Successful Proposer will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Successful Proposer is solely responsible for all means, methods, techniques, safety and other procedures. Successful Proposer will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Successful Proposer. All communications given to the project manager by the Contract Administrator or designee shall be as binding as if given to Successful Proposer.

2.5.5 Self-sufficiency of Successful Proposer and Subcontractors

The Successful Proposer shall ensure that its work force, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

2.5.6 Damages by Successful Proposer

Successful Proposer shall be responsible for conducting all operations, whether contemplated by this Agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Successful Proposer shall also be responsible for any damages due to the negligence of its employees and subcontractors. Successful Proposer must report such damage to the Contract Administrator in writing within 24 hours. Should any property be damaged due to negligence on the part of the Successful Proposer, the City may either bill Successful Proposer for the damages, withhold funds due to Successful Proposer, or the contractor may

also repair all damage to the satisfaction of the City. The determination of whether "negligence" has occurred shall be made by the City.

2.5.7 Successful Proposer's Duty Regarding Other Contractor(s):

Successful Proposer acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

2.5.8 Successful Proposer's Ownership of Debris:

All debris once collected by the contractor shall become the property of the Successful Proposer or by written notification to the Successful Proposer the City may exercise ownership of debris for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

2.5.9 Successful Proposer's Disposal of Debris:

The Successful Proposer is responsible for locating and making available for use, a final disposal site or sites for all types of debris. In the event that the Successful Proposer is tasked with disposal of debris, these sites shall be used by the Successful Proposer unless alternate sites are approved by the City in writing. The contractor may be tasked with hauling debris to the a facility designated by the City, in which case the Successful Proposer will be compensated for the tipping fee as a direct pass through of costs. The City may at its option and as may be permitted by the disposal facility, make arrangements to pay the disposal facility directly for the tipping fee.

In accordance with all applicable law and regulation, the Successful Proposer shall be responsible for determining and executing the method and manner for processing debris at the (DMS) if used.

2.6 GENERAL REQUIREMENTS

2.6.1 Multiple, Scheduled Passes

Successful Proposer shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The Successful Proposer will document the completion of all passes based on direction from the City and will provide this documentation to the City at the frequency requested by the City. Partial removal of debris piles is strictly prohibited. The Successful Proposer shall not move from one designated work area to another designated work area without prior approval from the City or its 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 Successful Proposer shall not enter onto private property during the performance of this contract unless specifically authorized by the City, in writing.

2.6.2 Clean as you go Policy

The Successful Proposer shall provide a "clean as you go" policy and supervise and enforce such policy during debris removal operations. 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 6 inches in any dimension shall be left on site. Hand crews and rakes will be required.

2.6.3 Operation of Equipment

Successful Proposer shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW. Since the City's system of grass

swales function as drainage infrastructure, the contractor and/or subcontractors shall use grapple devices to collect and load debris. In order to minimize damage to the City's drainage infrastructure, loading with buckets without grapples should be done as a last resort and only with City approval. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the Successful Proposer will ensure that a ROE Agreement has been obtained prior to property entry. The utmost care shall be given to the protection of trees and built infrastructure that remains in the disaster area such that no additional damage is caused by the Successful Proposer's activities.

2.6.4 Security of Debris during Hauling

Successful Proposer shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Successful Proposer shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Successful Proposer will survey the primary routes used by Successful Proposer for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

2.6.5 Traffic Control:

Successful Proposer shall mitigate impact on local traffic conditions to the greatest extent possible. Successful Proposer is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devises (MUTCD). Successful Proposer shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

2.6.6 Work Days/Hours

Work days and/or work hours shall be as directed by the City following consultation and notification to Successful Proposer. Working hours on holidays shall be at the discretion of the City.

2.6.7 Work Safety

Successful Proposer shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Successful Proposer will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. Successful Proposer shall ensure that its subcontracts contain an equivalent safety provision. Monitoring towers shall be properly constructed for safety. Additionally, Proposer shall acknowledge and certify that it is in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as set forth in Schedule "L" of the Proposal.

2.6.8 Inspection of Successful Proposer Operations:

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

2.6.9 Corrective Actions Required of Successful Proposer

When instructed by the City's representative, the Successful Proposer will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion. Notify City within 24 hours.

2.6.10 Ineligible Work:

Unless otherwise advised in writing by the City, the Successful Proposer will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or Federal reimbursement.

2.6.11 Eligibility Inspections:

City's monitors shall inspect each load of debris, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

2.6.12 Eligibility Determinations:

If the Successful Proposer has been tasked in writing with the removal of only eligible debris, and subsequently any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Successful Proposer will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris. This does not preclude payment for non-eligible debris that is collected at the written direction of the City in a Work Authorization.

2.6.13 Other Agencies

The term "government" as used in this solicitation refers to those governmental agencies which may have a regulatory or funding interest in this Agreement.

2.7 REPORTS, CERTIFICATIONS AND DOCUMENTATION

2.7.1 Reports

Successful Proposer shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal, and all tree related activities such as, but not limited to: trimming of hanging branches and limbs, removal of damaged and/or leaning trees, and stump removal. These reports may include, but are not limited to:

2.7.1a Daily Reports

Daily reports may detail the locations where passes for debris removal and tree trimming were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris removal operations and tree related activities , and the number of grinders, chippers and mulching machines in operation. Successful Proposer will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Successful Proposer's operations within 24 hours.

2.7.1b Weekly Summaries

A summary of all information contained in the daily reports as described in Section 2.7.1, within two days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access or proprietary computer program as may be approved by the City. On line access to the data is preferred. The submitted electronic weekly data will include: Collection Successful Proposer, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field

monitor name / number, (DMS) location, tower monitor / name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

2.7.2 Report Delivery:

The delivery schedule, point of delivery and the receiving personnel for the debris operations report will be directed by the City, in consultation with Successful Proposer.

2.7.3 Data Reconciliation

Reconciliation of data will be accomplished weekly between the Successful Proposer and the City's representative. All discrepancies will be resolved within 5 days.

2.7.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the City, Successful Proposer shall prepare and submit a detailed description of all debris removal activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Successful Proposer, plus the total cost of the project invoiced to the City. The Successful Proposer shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors and material and service suppliers to the Successful Proposer have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris removal operations for the City and/or government. Final project reconciliation must be approved by the City.

2.7.5 Certifications

The Successful Proposer will adhere to the process for certification of personnel and vehicles established by the City, to include the following:

2.7.5a Certification of Vehicles and Load Capacity

Successful Proposer shall ensure that all equipment is certified in accordance with most current Federal and City procedures. After a disaster, the City, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the Successful Proposer.

All Successful Proposer and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

Truck body dimensions shall be measured, and information recorded on certification forms provided by the contractor with calculated capacity in cubic yards, license number, truck identification number assigned by the Successful Proposer and a short physical description of the truck noted. The Successful Proposer shall provide two placards for each truck, which shall be affixed on opposite sides of the truck body. The placards shall clearly display the contracting jurisdiction, the Successful Proposer, local government agency, and subcontractor name (if applicable), the vehicle number, the certified volume of the truck, and the date of certification. The placards will be consistent with the Standardized Debris Truck Placard (See Section 12). In the event that waste is disposed of at a facility at a per ton rate, the tare weight of the hauling vehicle shall be recorded on the certification forms.

The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and sub-contractor's records. Trucks may be periodically recertified by the City.

2.7.5b Certification of Personnel

The Successful Proposer will certify to the City that all Successful Proposer and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris removal operations. Upon request of the City, the Successful Proposer will provide documentation certifying the adequacy of the training, experience and capabilities of all Successful Proposer and subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the Successful Proposer assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of the City.
- Senior, supervisory personnel of the Successful Proposer and all subcontractors thereto will have received training in debris management, and the implementation of the National Incident Management System (NIMS).
- Personnel assigned by the Successful Proposer as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the City as may be required.
- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.
- Upon their deployment for field operations, all Successful Proposer and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris removal process, including safety procedures, load ticket management procedures, and accident reporting procedures

2.7.6 Utilization of a standardized "load ticket"

The Successful Proposer and all subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the (DMS) and/or final disposal location, as indicated. The "load ticket" utilized shall provide opportunity for recording the following information: Preprinted ticket number, Contract number, Prime contractor's name or designated number, Date, Truck number , Truck driver's name, type of material (Vegetation, Construction & Demolition, White Goods, Household Hazardous Waste or Other), Load Location (GPS or address preferred), Loading date/time (departure from collection location), Loading Site Monitor name/signature, Truck capacity in cubic yards or tons, Load Size, either cubic yards (percent of actual) or tons, Unloading location, Unloading date/time (arrival at disposal site), Unloading site monitor name/signature.

2.7.7 Additional Supporting Documentation:

Successful Proposer shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Successful Proposer as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

2.7.8 Report Maintenance:

Successful Proposer will be subject to audit by federal, state and local agencies pursuant to this Agreement. Successful Proposer will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than three (3) years.

2.8 ADDITIONAL SERVICES

The City wishes the Successful Proposer to be prepared to provide the following additional services.

2.8.1 Abandoned Vehicles

The Successful Proposer will remove motor vehicles, to include trailers and RV's, damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The City will identify the

area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Successful Proposer in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Successful Proposer will also ensure the proper final disposal of the removed vehicle. The Successful Proposer will be reimbursed at a fixed rate, inclusive of all towing, processing and disposal costs.

2.8.2 Boats

Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the City will be collected by the Successful Proposer, processed for removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The City will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Successful Proposer to remove and dispose of the vessel. The Successful Proposer is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. Boat debris shall be placed such as to be managed as C&D debris in accordance with the Component or Consolidated services process specified by the City in writing. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.3 Fire Suppression Support

In the event of water system failure in the City, the Successful Proposer will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the City. The City will direct the Successful Proposer regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.4 Emergency potable water

The Successful Proposer will provide the City with whole pallets of individually bottled drinking water. The City will instruct the Successful Proposer as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.5 Emergency delivery of ice

The Successful Proposer will provide the City with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The City will instruct the Successful Proposer as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.6 Temporary bathrooms, showers, kitchens and feeding locations

The Successful Proposer will provide the City with “comfort stations,” e.g., modular units to provide for the comfort and support of disaster victims within or near impacted neighborhoods. The modular units will include tents, portable toilets, hand basins, shower units, a mobile kitchen, chairs and tables for food service, and all necessary personnel, food, equipment and supplies to operate the units for extended periods. Each comfort station must include equipment compliant with the Americans with Disabilities Act. The unit must be capable of serving three meals per day. The City will provide law enforcement and emergency medical services staff to compliment the work force provided by the Successful Proposer. The Successful Proposer will be reimbursed at a fixed rate for this service for units capable of serving 50 or 100 persons.

2.8.7 Temporary satellite communications

The Successful Proposer will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by City personnel in the event of failure of other communications systems. The units will be rented/leased to the City and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational upon delivery to the City, without further action by the City. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.8 Emergency power generation

The Successful Proposer will provide mobile electric power generation units for facilities and locations located within the City. The City will define the size and fuel type of the mobile units, which will be leased to the City. The Successful Proposer will deliver the units to the facilities or locations designated by the City, and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Successful Proposer will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Successful Proposer will also provide fuel for the duration of the units use by the City, and will have readily available technical support and repair or replacement services. The Successful Proposer will be reimbursed a fixed rate for this service.

2.8.9 Pumping and water relocation/removal for flood control

The Successful Proposer will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the City. The minimum required capacity of the services to be provided to any such location, upon instruction of the City, will be (110 gallons/minute with a 4" connection). Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Successful Proposer must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.10 Sewer, culvert and catch basin cleaning

The Successful Proposer will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, and catch basins. The City will designate the storm water systems to be cleaned. This service will be provided on a per structure basis.

2.8.11 Decontamination of buildings and facilities

The Successful Proposer will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the City. The Successful Proposer is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Successful Proposer must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.12 Mold remediation

The Successful Proposer will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the City. The Successful Proposer will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The City will designate which buildings or other structures are to be remediated, will approve the Successful Proposer's mold remediation plan, and will designate the disposal facility to be utilized for mold-contaminated materials removed by the Successful Proposer. The Successful Proposer will be reimbursed at a fixed rate for this service.

2.8.13 Modular Units for Continuity of Operations

The Successful Proposer shall provide modular units/office trailers for continuity of operations. Units shall have central or wall mounted HVAC, lighting, electrical outlets, and vinyl flooring. Units must include office furniture, sufficient to accommodate laptop or desktop computers and monitors. Units must be ADA compliant.

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SECTION 3

Request for Proposals (RFP) No. 2018-009

3.0: MINIMUM QUALIFICATION REQUIREMENTS

The following represent the minimum qualification requirements for a Proposer to be deemed responsive by the City, and Proposer shall satisfy each of the following minimum requirements cited below. Each of these minimum qualifications must be addressed in detail in its submittal to determine Proposer's responsiveness. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

(A) PROPOSER SHALL:

(1) Be regularly engaged in the business of providing the goods and/or services similar in scope and size as described in the Request for Proposals "Scope of Services" for a minimum of five (5) years.

(2) Provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation.

(3) Have performed at least two (2) debris removal projects involving a minimum of 100,000 cubic yards of debris within the past ten (10) years for public sector agencies similar in size to the City of Coral Gables. Similar in size shall mean a municipality/local government, with at least 51,000 residents within a fourteen (14) square mile area.

(B) KEY PERSONNEL REQUIREMENTS:

(1) **Project Manager**: The Project Manager must have a minimum of five (5) years of documented experience in disaster debris removal. The Project Manager must also be a permanent staff employee of the Proposer.

(2) **Operations Manager**: The Operations Manager must have a minimum of two (2) years of documented experience in disaster debris removal.

(3) **Debris Sites Supervisor:** The Debris Sites Supervisor must have a minimum of two (2) years of documented experience in disaster debris site or construction site management.

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SECTION 4

Request for Proposals (RFP) No. 2018-009

4.0: RFP GENERAL CONDITIONS

4.1 Acceptance/Rejection

The City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. This offering of RFP itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer(s), nor does the attached contract which is solely a draft.

4.2 Legal Requirements

The Proposer shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

Contracts pursuant to this RFP must meet rules for Federal grants, as provided for in Title 2, C.F.R. Part 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 RFP is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200.317 to 200.326 and Appendix II to Part 200 as detailed in Section 12 of this document and shall apply to all contracts issued pursuant to this Request for Proposal. All applicable provisions are incorporated by reference herein.

Prime Proposers 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.

Proposer should visit the FEMA (Federal Government) website and review the FEMA requirements for providing monitoring services.

Proposer shall be responsible to adhere to any Federal rules, regulations and/or Executive Orders as required for providing services in accordance with this procurement.

4.3 Non-Appropriation of funds

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any vendor(s).

4.4 Occupational License Requirements (Business Tax Receipt Requirements)

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may,

at its sole option and in its best interest, allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

4.5 Use of Polystyrene Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-730 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement."

4.6 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

4.7 Resolution of Protests

Pursuant to Section 2-910 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: http://www.coralgables.com. Click on Government, City Department, Procurement, Procurement Code (City Code Chapter 2 Article VIII)

4.8 Determination of Responsiveness

Each Response will be reviewed by the Procurement Division to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

4.9 Evaluation of Responses

A. Rejection of Responses

The City may reject a Response for any of the following reasons:

1) Proposer fails to acknowledge receipt of addenda;
2) Proposer misstates or conceals any material fact in the Response;
3) Response does not conform to the requirements of the Formal Solicitation;
4) Response requires a conditional award that conflicts with the method of award;
5) Response does not include required samples, certificates, licenses as required; and,
6) Response was not executed by the Bidder's/Proposer(s) authorized agent.
7) Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
8) Proposer has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.

9) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Proposer's capability to perform the work.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The City may reject and/or re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

1) A contract shall not be awarded to any person or firm that is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. Principal, officer, or stockholder of Proposer shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2) A contract may not be awarded to any person or firm that has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.

3) A contract may not be awarded to any person or firm that has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

4) **Federal 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. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.**

5) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

C. Determination of Responsibility

1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of Proposer's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.

2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity in making the award.

3) The City may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

4) **Pursuant to 2 C.F.R. § 200.318(h), the City will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. In addition to the above mentioned, consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.**

4.10 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Proposers must file the required certification, Schedule I hereto. 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. Proposer shall certify compliance.

4.11 Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

4.12 Sub-Contractor

A Sub-Contractor / Sub-Consultant is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFP. A Sub-Contractor / Sub-Consultant shall be paid through Proposer(s) and not paid directly by the City. Sub-Contractors / Sub-Consultants are allowed by the City in the performance of the services delineated within this RFP. Proposer(s) shall clearly reflect in its Response the major Sub-Contractor / Sub-Consultant to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor / Sub-Consultant proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor / Sub-Consultant shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Contractor / Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-Contractors / Sub-Consultants are considered to be employees or agents of the City. Failure to list all major Sub-Contractors / Sub-Consultants and provide the required information may disqualify any proposed Sub-Contractor / Sub-Consultant from performing work under this RFP.

Proposer(s) shall include in their Responses the requested Sub-Contractor / Sub-Consultant information and include all relevant information required of the Proposer(s).

4.13 Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

4.14 Florida Public Records Law

Sealed bids or proposals received by an agency pursuant to invitations to bid, requests for proposals, or request for qualifications are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

4.15 Purchasing Agreements with Other Government Agencies:

At the option of the awarded Proposer, the submission of any solicitation response to this Request for Proposals constitutes a proposal made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer(s).

4.16 Protection of Property / Safety Concerns:

The Successful Proposer shall at all-time take precautions to avoid any damage or loss property of the City, and shall replace and repair to the City's satisfaction any loss or damage at Proposer's expense. Proposer shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

Precautions shall be exercised at all times for the protection of persons and property. All Proposers and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

4.17 Invoicing & Payment

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Proposer, upon request by the City, shall supply additional documentation. Proposer will be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

4.18 Auditing of Records

The successful Proposer's book and records as they relate to the anticipated contract must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for City or other applicable sources for inspection for at least three (3) years following the expiration of the contract.

4.19 One Proposal

Only one (1) Response from a Proposer will be considered in response to this Formal Solicitation. Submission of more than one Response for the same Contract under the same or different names will deem all such duplicated Responses non-responsive and all shall be rejected.

4.20 Travel Expenses

All travel expenses must be incorporated into the hourly rate charged for services. No additional travel or per diem will be paid.

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SECTION 5

Request for Proposals (RFP) No. 2018-009

5.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

5.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall defend, indemnify, and hold harmless the City and its attorneys, administrators, consultants, elected and appointed officials, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Contractor, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, its elected and appointed officials or any of its consultants, attorneys, administrators, agents, or employees by any employee of Contractor, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

5.2 For any and all claims against the CITY or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Contractor, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

5.3 The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

a. Damages awarded to any person or party.

b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the Contractor will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, CONTRACTOR will reimburse the CITY at the prevailing market rate for similar legal services.

c. Attorney's fees and cost of any party that a court orders the CITY to pay.

d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from CONTRACTOR or any other party, CONTRACTOR will reimburse CITY $50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, CONTRACTOR will reimburse CITY on a per hour basis as follows:

- For the Mayor or City Commissioner: $300.00 per hour
- For the City Manager: $250.00 per hour
- For an Assistant City Manager or Department Director: $250.00 per hour
- For an Assistant Department Director: $100.00 per hour
- For City Attorney or Assistant City Attorney: Prevailing market rates
- For other employees: $50.00 per hour

e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.

f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and

g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

5.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

5.5 The Proposer hereby expressly agrees and understands that the indemnification and hold harmless provisions contained in the Professional Services Agreement resulting from this RFP, will supersede and take precedence over any such provisions contained within the RFP documents.

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill it obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of the Office of Labor Relations and Risk Management for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

5.6.2 PROPOSER REQUIREMENTS

The Proposer shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of “A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney’s Office.

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

5.6.3.1 **Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in

accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

5.6.3.1.1 Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

5.6.3.1.2 Employers' Liability - Coverage B
$1,000,000 Limit - Each Accident
$1,000,000 Limit - Disease each Employee
$1,000,000 Limit - Disease Policy Limit

5.6.3.2 **Commercial General Liability Insurance** written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

5.6.3.2.1 Each Occurrence Limit - $1,000,000

5.6.3.2.2 Fire Damage Limit (Damage to rented premises) - $100,000

5.6.3.2.3 Personal & Advertising Injury Limit - $1,000,000

5.6.3.2.4 General Aggregate Limit - $2,000,000

5.6.3.2.5 Products & Completed Operations Aggregate Limit - $2,000,000

5.6.3.3 **Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

5.6.3.3.1 Combined Single Limit (Each Accident) - $1,000,000

5.6.3.3.2 Any Auto (Symbol 1)

5.6.3.3.3 Hired Autos (Symbol 8)

5.6.3.3.4 Non-Owned Autos (Symbol 9)

5.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

5.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction.

5.6.4.2 Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

5.6.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

5.6.5 REQUIRED ENDORSEMENTS

5.6.5.1 The following endorsements with City approved language

5.6.5.1.1 Additional insured status provided on a primary & non-contributory basis for general, and auto liability.

5.6.5.1.2 Waiver of Subrogation for all applicable coverages: general, auto liability and workers compensation

5.6.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. BOX 100085-CE
DULUTH, GA 30096

5.6.5.2 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

5.6.6.1 The following documents must be provided to the City;

5.6.6.1.1 A Certificate of Insurance containing the following information:

5.6.6.1.1.1 Issued to entity contracting with the City

5.6.6.1.1.2 Evidencing the appropriate Coverage

5.6.6.1.1.3 Evidencing the required Limits of Liability required

5.6.6.1.1.4 Evidencing that coverage is currently in force

5.6.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the polices.

A copy of each endorsement that is required by the City.

5.6.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

5.6.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

5.6.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

5.6.7 <u>WAIVER OF INSURANCE REQUIREMENTS</u>

Should a Proposer not be able to comply with any insurance requirement, for any reason, the Proposer must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance.

Proposers are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to druiz@coralgables.com.

Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance
Phone: (951) 652-2883.
Fax: (770) 325-0417
Email: cityofcoralgables@ebix.com

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance
PO Box 100085 –CE
Duluth, GA 30096

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CITY OF CORAL GABLES
REQUIRED COVER SHEET & CHECK LIST WHEN EVIDENCING INSURANCE

The City Beautiful™

This check list was developed to identify the documents required when an entity and/or an individual is evidencing insurance to the City. All applicable boxes must be checked. This form, and other related insurance documents are available @ www.coralgables.com. Under City Departments tab, click on Human Resources, then the Risk Management Division Page.

◄◄◄◄ THIS FORM MUST BE SUBMITTED WHEN EVIDENCING INSURANCE TO THE CITY ►►►►

Full Legal Name (as shown on the agreement or permit with the City):	
City Department (that you are working with or that is issuing a permit):	
City Employee (contract manager or employee issuing permit):	
The name & phone # of the individual who completed this check list:	
The date this check list was completed in its entirety:	

❑ **A Certificate of Insurance is attached and the following information is contained therein:**

- ❑ The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.
- ❑ The Certificate Holder section of the Certificate of Insurance reads as follows:
  City of Coral Gables ● Insurance Compliance
  PO Box 100085 - CE ● Duluth, GA 30096
- ❑ The special provisions section of the Certificate of Insurance contains language affirming that;
  1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
  2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
  3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

IF COVERAGE IS REQUIRED FOR THE LINES OF INSURANCE BELOW, THEN THE DOCUMENTS LISTED MUST ALSO BE ATTACHED TO THE CERTIFICATE OF INSURANCE EVIDENCED TO THE CITY

❑ **Copies of the following <u>Commercial General Liability Endorsements</u> (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ❑ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- ❑ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ❑ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

❑ **Copies of the following <u>Automobile Liability Endorsements</u> (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ❑ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- ❑ Waiver of Subrogation Endorsement (or a copy of the pollicy) in favor of the City.
- ❑ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

❑ **Copies of the following <u>Workers Compensation Endorsements</u> (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ❑ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ❑ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

SECTION 6

Request for Proposals (RFP) No. 2018-009

6.0: SUBMISSION REQUIREMENTS

6.1. SUBMITTAL INSTRUCTIONS

Responses to this RFP must be submitted typed or printed in ink, with all required forms and schedules executed. Use of erasable ink is not permitted. **The Proposal must be signed by an officer or representative who is authorized to contractually bind the Proposer.** Responses shall be submitted in the format outlined below under "Response Format". Responses received electronically, either through email or facsimile, are not acceptable and will be rejected.

Any and all Responses which do not include all required documentation and/or do not follow the prescribed format may be deemed non-responsive. The City reserves the right to request any documentation omitted. Proposer must submit any omitted documentation within three (3) calendar days (excluding weekends and holidays) upon request from the City, or the Response may be deemed non-responsive. Non-responsive Proposals will receive no further consideration.

Proposers shall submit one (1) Original Response, along with all required checklists, forms, and schedules. Additionally, Proposers shall submit seven (7) copies and one (1) digital copy (*PDF format)* on a CD or flash drive. **The Professional Service Agreement** is a **d*raft*** for your review; therefore submittal of this agreement is not required with the Response. Responses must be addressed to the Procurement Division, 2800 S.W. 72 Avenue, Miami, FL 33155, and delivered at or prior to the time noted for the submittal deadline. Responses received after the submittal deadline will not be accepted. It will be the sole responsibility of the Proposer to deliver the Response to the Procurement Division office on or before the submittal deadline.

Proposals shall be submitted in a sealed envelope clearly marked on the exterior with the following:

(1) RFP No. and RFP Title
(2) Proposer's Name and Return Address
(3) Submittal Deadline
(4) Addressed to: City of Coral Gables
Procurement Division
2800 S.W. 72ND Ave.
Miami, FL 33155

The Procurement Division will not be held responsible for the premature opening of a Response not properly addressed and identified. **All Responses submitted become the exclusive property of the City of Coral Gables.**

The Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, and request new Responses. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

6.2. RESPONSE FORMAT

THE RESPONSE SHALL BE TABBED AND ORGANIZED AS INDICATED BELOW AND SHALL ADEQUATELY ADDRESS EACH CRITERIA.

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

1) **Title Page**: Show the RFP number and title, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.

2) Provide a **Table of Contents** in accordance with and in the same order as the respective "**Sections"** listed below. Clearly identify the material by section and page number.

3) Fill out, sign, and submit the **Proposer's Acknowledgement Form**.

4) Fill out and submit the **Solicitation Submission Check List**.

5) Fill out, sign, and submit the **Proposer's Affidavit** and **Schedules A through L**.

6) Include a **Bid Bond**, in accordance with Section 1.17 of the RFP.

7) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.

SUBMITTAL - SECTION II: EXPERIENCE AND QUALIFICATIONS

(i) FOR PROPOSER:

1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs.

2) Describe the Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables. Include information which addresses, but is not limited to the following:
   - establishing and operating multiple Debris Management Sites (DMS)
   - regulations affecting the removal, processing and disposal of mixed debris
   - filing and receiving federal and state reimbursements for disaster recovery work, including preparing ad submitting federal/state project work sheets
   - assessing, removing and disposing of specialty debris including hazardous materials, dead animals, hazardous stumps and submerged debris.
   - demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way)
   - assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets.
   - Providing human support activities such as food, water and sanitation services

3) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.

4) The Proposer must not have a vested interest in a debris monitoring contract or contractor(s) with the City. Also, there must be no conflict of interest between the Proposer and a debris monitoring contractor(s). Proposer shall include a statement confirming the latter, including certification that neither Proposer nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal and state law.

5) Provide financial statements, in a sealed envelope, for the last two (2) complete fiscal years. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant.

6) **Bonding Capacity.** Proposer shall provide a letter from a Surety firm affirming that Proposer has sufficient bonding capacity to provide performance and payment bonds in an amount not less than one hundred percent (100%) of the contract amount. The Surety firm shall be rated by an AM Best as to be no less than A- (Excellent). The statement of bonding capacity shall be directly form the Surety firm on its official letterhead and signed by an authorized agent of the firm.

(ii) FOR KEY PERSONNEL:

1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and relevant experience of all proposed key personnel (i.e., Project Manager, Operations Manager, Debris Site Supervisor, including sub-contractors). Include resumes (listing experience, education, licenses/certifications) and specify the role and responsibilities of each team member in providing the services outlined in the RFP. Documentation submitted must clearly demonstrate key personnel's knowledge, experience, and understanding of the types of services to be performed and of federal, state, and local laws and regulations governing this work.

2) Provide an organizational chart of all key personnel that will be used.

SUBMITTAL – SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

1) Describe in detail, your approach to perform the services and tasks solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, strategies for assuring assigned work is completed on time, communication with City staff, and how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.

2) Describe in detail Proposer's Mobilization/Operation Plan. The plan must include, but not be limited to the following:

    a. Proposer's mobilization/operation procedures following a disaster event.

    b. Breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish Debris Management Sites (DMS), and to mobilize subcontractors.

    c. Breakdown of the manpower (position titles and number of support personnel) and available equipment (type of loaders, aerial lifts and transport vehicles etc.) that will be assembled during each phase (Initial Deployment, Emergency Push/Road Clearance, Debris Removal, Debris Management Sites (DMS) Operations including provisions for recycling debris, Demolition of Structures and Optional Services etc.).

    d. Plan for Debris Management Sites (DMS) that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc. The plan must address any applicable State and Federal laws and regulations.

3) Indicate areas of the scope and percentage of work Proposer may subcontract and how it will ensure that only subcontractors approved by the City are utilized. Explain Proposer's processes for selecting and training subcontractors to manage disaster events.

4) Describe Proposer's "clean as you go" policy.

5) Discuss Proposer's approach to:
    a. team work assignments, data management, and project tracking.
    b. supervising multiple clean-up crews, managing multiple tasks simultaneously and expeditiously, and resolving problems.
    c. ensuring the quality of the work being performed by its crews and subcontractors.

6) Describe Proposer's database reporting system and capabilities, including the ability to capture data and provide electronic reports as required in the RFP. Attach sample reports, load tickets and vehicle placards used in the operation of debris removal activity.

7) Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event. For each current and projected engagement, please indicate the following:
    a. Client name
    b. Current and/or projected workload
    c. Estimated dollar amount and cubic yards of engagement
    d. Key personnel assigned

8) Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections.

9) Description of the Proposer's customer service plan to respond to City complaints.

10) Explain how Proposer has complied with the public policies of the Federal Government. These include amongst other things, past and current compliance with:

    a. Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b)

    b. Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer's efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors.

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

1) Provide a minimum of three (3) references (but no more than five (5)) from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) total dollar value of the contract, (8) services provided, (9) agency's size (number of residents and square miles), (10) volume of debris managed and disposed. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.**

2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.

SUBMITTAL – SECTION V: PRICE PROPOSAL

1) Provide pricing utilizing the Price Proposal form under Section 8.

SECTION 7

Request for Proposals (RFP) No. 2018-009

7.0: EVALUATION / SELECTION PROCESS

7.1. Evaluation Procedures

(a) The Procurement Division shall review all Proposal submissions for responsiveness to the requirements of the RFP. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFP. The Procurement Division will also evaluate the Proposers(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.

(b) The City of Coral Gables shall be the sole judge in determining Proposer responsiveness.

(c) As part of the evaluation process, the City may conduct background investigations of Proposer, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department through FDLE and/or other databases. Proposer submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

7.2. Method of Evaluation / Evaluation Criteria

An Evaluation Committee, appointed by the Procurement Officer or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

In evaluating the submittals received, the Evaluation Committee may review and score the submittals with or without conducting interview sessions or oral presentations. The Evaluation Committee may also establish a short list of no less than three (3) firms (if more than 3 submissions are received) deemed to be the most highly qualified to perform the required services. The short-listed Proposers may be required to be present for interview sessions / oral presentations before the Evaluation Committee.

At the conclusion of the meeting, the Evaluation Committee will score each individual Proposer based on the Evaluation Criteria outlined in Section 7.3. Each member of the committee will add together the criteria points assigned to each Proposer. The Procurement Division will tabulate the scores assigned by each member to develop a Total Aggregate Score for each Proposer. (see example below).

The Procurement Officer will review the Evaluation Committee's recommendation and submit a recommendation to the City Manager and City Commission for review and authorization to proceed with Contract Negotiations.

Proposer	Committee Member 1 (Total Score)	Committee Member 2 (Total Score)	Committee Member 3 (Total Score)	Total Aggregate Score	Final Ranking
Proposer A	75	60	68	203	1
Proposer B	90	48	55	193	2
Proposer C	80	51	36	167	3

7.3 Evaluation Criteria

Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

	Category	Points
a)	Experience & Qualifications	30
b)	Project Understanding, Proposed Approach, and Methodology	35
c)	Past Performance and References	20
d)	Price Proposal	15
	Total Points	100

Proposer Evaluation Criteria Breakdown

a) Experience and Qualifications

- Company history and description, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs.

- Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables. Including, but not limited to:
    - establishing and operating multiple Debris Management Sites (DMS);
    - regulations affecting the removal, processing and disposal of mixed debris;
    - filing and receiving federal and state reimbursements for disaster recovery work, including preparing ad submitting federal/state project work sheets;
    - assessing, removing and disposing of specialty debris including hazardous materials, dead animals, hazardous stumps and submerged debris; demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way);
    - assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets;
    - Providing human support activities such as food, water and sanitation services.

- Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.

- Proposer's financial stability and bonding capacity.

- Qualifications and experience of all proposed key personnel (including sub-contractors).

b) Project Understanding, Proposed Approach, and Methodology.

- Proposer's overall detailed approach to perform the services and tasks solicited herein, including, but not limited to: understanding of the RFP scope and requirements, strategies for assuring assigned work is completed on time, communication with City staff, and how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.

- Proposer's Mobilization/Operation Plan, including but not limited to:
    - Proposer's mobilization/operation procedures following a disaster event.

    - Breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish Debris Management Sites (DMS), and to mobilize subcontractors.

- Breakdown of the manpower (position titles and number of support personnel) and available equipment (type of loaders, aerial lifts and transport vehicles etc.) that will be assembled during each phase (Initial Deployment, Emergency Push/Road Clearance, Debris Removal, Debris Management Sites (DMS) Operations including provisions for recycling debris, Demolition of Structures and Optional Services etc.).

- Plan for Debris Management Sites (DMS) that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc. The plan must address any applicable State and Federal laws and regulations.

- Areas of the scope and percentage of work Proposer may subcontract and how it will ensure that only subcontractors approved by the City are utilized. Proposer's processes for selecting and training subcontractors to manage disaster events.

- Proposer's "clean as you go" policy.

- Proposer's approach to:
  - team work assignments, data management, and project tracking.
  - supervising multiple clean-up crews, managing multiple tasks simultaneously and expeditiously, and resolving problems.
  - ensuring the quality of the work being performed by its crews and subcontractors.

- Proposer's database reporting system and capabilities, including the ability to capture data and provide electronic reports as required in the RFP.

- Projected workload of the Proposer and key personnel assigned to the City's account. How this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event.

- Comprehensive description of the proposed quality control plan, including at a minimum: the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections.

- Proposer's customer service plan to respond to City complaints.

- Proposer's compliance with the public policies of the Federal Government.

c) Past Performance and Reference

- Proposer's detailed references and past performance.

d) Price Proposal

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SECTION 8

Request for Proposal (RFP) No 2018-009

8.0: PROPOSAL PRICING

8.1 PROPOSAL PRICING FORM

Each Proposer shall ensure the Proposal Pricing Schedule listed in the following pages is completed in full, with Proposer providing a detailed list of all costs to provide Services.

Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this Request for Proposal must be submitted in its entirety, with all forms executed. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Pricing Schedule, carefully cross-referencing each item number and/or letter.

The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured; the City shall seek the Successful Proposer to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

Proposer: _____ Address _____

Contact Name _____ Title _____ Signature _____

Telephone _____ Email: _____

RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES
Time and Materials Price Schedule
(Hourly Labor and Equipment Rates)

Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime. Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

Heavy Equipment	Size or Type	U/M	Unit Price
			Operators Included
Skid Steer Loader	Bobcat	Hour	
Backhoe	Cat 416	Hour	
Wheel Loaders	Cat 950	Hour	
Wheel Loaders	Cat 966	Hour	
Wheel Loaders	Cat 980	Hour	
Tracked Loader	Cat 955	Hour	
Towed Loader w/ Tractor	Prentice 210	Hour	
Self Loading Knuckle boom Truck	25 - 35 CY Body	Hour	
Self Loading Knuckle boom Truck	35 - 45 CY Body	Hour	
Self Loading Knuckle boom Tandem Truck	45 – 75 CY Body	Hour	
Dozer	Cat D4	Hour	
Dozer	Cat D5	Hour	
Dozer	Cat D6	Hour	
Dozer	Cat D7	Hour	
Dozer	Cat D8	Hour	
Excavators with Grapple or Thumb	Cat 320	Hour	
Excavators with Grapple or Thumb	Cat 325	Hour	
Excavators with Grapple or Thumb	Cat 330	Hour	
Tractor w/ Box Blade	80 Hp	Hour	
Motor Grader	Cat 120G	Hour	
Crane	30 Ton	Hour	
Bucket Truck	Up to 50' reach	Hour	
Bucket Truck	50' to 75' reach	Hour	
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	
Mechanized Broom	Street Sweeper	Hour	
Water Truck	2000 Gallon	Hour	
Stump Grinder	Vermeer 252	Hour	
Chipper w/ 2 man crew	Morbark Storm	Hour	
12-Foot Tub Grinder	Morbark 1200	Hour	
13-Foot Tub Grinder	Morbark 1300	Hour	

14-Foot Tub Grinder	Diamond Z 1463	Hour	

Heavy Equipment	Size or Type	U/M	Unit Price
Equipment Transport w/ Tractor	50 Ton	Hour	
Truck Mounted Winch	Tow Truck	Hour	
Haul Vehicles	**Size or Type**	**U/M**	**Unit Price**
			Operators Included
Dump Truck	10 to 15 CY	Hour	
Dump Truck	16 to 20 CY	Hour	
Trailer Dump w/ Tractor	30 to 40 CY	Hour	
Trailer Dump w/ Tractor	41 to 50 CY	Hour	
Trailer Dump w/ Tractor	51 to 60 CY	Hour	
Trailer Dump w/ Tractor	61 to 70 CY	Hour	
Walking Floor Trailer w/ Tractor	100 CY	Hour	
Transportation Vehicles	**Size or Type**	**U/M**	**Unit Price**
			Operators Not Included
Pickup Truck	1/2 Ton	Day	
Pickup Truck	3/4 Ton	Day	
Pickup Truck	1 Ton	Day	
Box Truck	3/4 Ton	Day	
Utility Van	3/4 Ton	Day	
Passenger Van	9 Passenger	Day	
Passenger Car	Full size	Day	
Personnel	**Size or Type**	**U/M**	**Unit Price**
Superintendent w/ Pickup Truck	Individual	Hour	
Supervisor w/ Pickup Truck	Individual	Hour	
Safety or QC Manager w/ Pickup Truck	Individual	Hour	
Mechanic w/ Truck and Tools	Individual	Hour	
Climber w/ Gear	Individual	Hour	
Operator w/ Chainsaw	Individual	Hour	
Laborer w/ Tools	Individual	Hour	
Traffic Control Personnel	Individual	Hour	
Ticket Writers	Individual	Hour	
Clerical	Individual	Hour	
Administrative Assistant	Individual	Hour	

RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES
Unit Price

Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime. Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

Name of Proposer:		
DESCRIPTION OF SERVICES: ALL SERVICES ARE AS DIRECTED BY THE CITY AS TO THE LOCATION OF WORK AREA, DISASTER ASSISTANCE FUNDING AND AS OTHERWISE SPECIFIEDIN THE RFP DOCUMENT	**UNIT OF MEASURE**	**UNIT PRICE**
COMPONENT SERVICES		
Mobilization and demobilization	(lump sum)	
Collect Vegetative Debris from public or private property and transport to DMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
(0-15 miles)	Cubic Yard	
(15 – 30 miles)	Cubic Yard	
(>30 miles)	Per Mile over 30 Miles, Per Cubic Yard.	

Collect Construction and Demolition Debris (C&D) (including white goods not requiring Freon removal) from public or private property and transport to DMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
0-15 miles	Cubic Yard	
15-30 miles	Cubic Yard	
>30 miles	Per Mile over 30 Miles, Per Cubic Yard.	
Management of DMS and Processing (Reduction) of Vegetative Debris (including stumps).	Cubic Yard	
Management of DMS and Processing (reduction, separation, recycling etc.) of Construction and Demolition Debris (C&D) (including white goods not requiring Freon removal).	Cubic Yard	
Haul-Out of Reduced or Unreduced Debris from DMS to Final Disposal Site.		
(0-15 miles)	Cubic Yard	
(15 - 30 miles)	Cubic Yard	
(>30 miles)	Per Mile over 30 Miles, Per Cubic Yard.	
Disposal at Contractor's Final Disposal Site		
• Vegetative Debris (reduced)	Cubic Yard	
• Vegetative Debris (un-reduced)	Cubic Yard	
• Processed construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal)	Cubic Yard	
• Unprocessed Construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal)	Cubic Yard	
• Animal Carcasses	Carcass	

White Goods Freon processing	Piece	
Hazardous Stump Extraction and Transportation to a DMS. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
< 24” (Treated as Normal Vegetative Debris, no per tree removal cost is applicable)	Not applicable	<24” and/or stumps less than 50% uprooted. Cost per inch of stump diameter. Includes stump and surface roots.
24”- 36”	Per Stump	
36” – 48”	Per Stump	
48” – 72”	Per Stump	
72” +	Per Stump	
Hazardous Stump Extraction and Transportation to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
< 24” (Treated as Normal Vegetative Debris, no per tree removal cost is applicable)	Not applicable	As Per Vegetative Debris cubic yard rate – no extra charge for this item.
24”- 36”	Per Stump	
36” – 48”	Per Stump	
48” – 72”	Per Stump	
72” +	Per Stump	
Stump hole filling (process and material.)	Cubic Yard of Fill	
Hanging Tree Limb Removal (2” or greater in diameter)	Per Tree	

Remove Hazardous Trees with attached stumps if root balls are exposed more than 50%. All debris is to then be considered as normal debris. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the removal process.		
0” – 12” diameter (no per tree removal cost is applicable. Treat the debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate
13” to 24” diameter	Per Tree	
25” to 48” diameter	Per Tree	
49” to 72” diameter	Per Tree	
> 72” diameter	Per Tree	
Flush cut Hazardous Trees with root balls exposed less than 50%. All debris is to then be considered as normal debris. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the removal process.		
0” – 12” diameter (no per tree removal cost Is applicable. Treat the debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate
13” to 24” diameter	Per Tree	
25” to 48” diameter	Per Tree	
49” to 72” diameter	Per Tree	
> 72” diameter	Per Tree	
Demolition of Structures. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Square Foot of structure	
Animal Carcass Removal and Disposal	Carcass	
Hazardous Waste and Household Hazardous Waste Collection, Clean-up and Disposal		
	Per 5 gallon	
	Per Cubic Yard	

Infectious Waste Clean-up and Disposal		
	Per 5 gallon	
	Per Cubic Yard	
CBRN Waste Clean-up and Disposal		
	Per 5 gallon	
	Per Cubic Yard	
Debris removal from canals. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per cubic yard	

CONSOLIDATED ALL INCLUSIVE SERVICES		
DESCRIPTION OF SERVICE	**UNIT OF MEASURE**	**UNIT PRICE**
Consolidated Service # 1 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
• The Contractor shall collect and haul vegetative debris and Animal Carca**sses** to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. • The Contractor shall extract and provide any necessary extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. (Inclusive of debris removal as described herein.) • The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herein. (Inclusive of debris removal as described herein.) • The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. (Inclusive of debris removal as described herein.) • The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	
• As a component of Consolidated Service #1, the Contractor shall collect and haul all C&D debris and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	

• As a component of Consolidated Service #1, the Contractor shall also provide debris processing, (DMS) management, debris reduction, and debris haul out and disposal for vegetative debris, C&D debris, all white goods (including Freon processing) and Animal Carcasses delivered to the DMS by the City or other City authorized sources.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	
Consolidated service # 2 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP. document:		
• The Contractor shall collect and haul vegetative debris, C&D debris, animal carcasses and all white goods (including Freon processing), and Animal Carcasses directly to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. • The Contractor shall extract and provide extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. Inclusive of debris removal as described herein. • The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herein. • The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. Inclusive of debris removal as described herein. • The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.	

Consolidated service # 3a - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	
Consolidated service # 3b - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.	
Consolidated service # 4 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
• The Contractor shall collect and haul vegetative debris (including stumps) and Animal Carcasses to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. • The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	

ADDITIONAL SERVICES		
	UNIT OF MEASURE	**UNIT PRICE**
Abandoned Vehicle* Removal and disposal (FROM LAND) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. *** Boat trailer or open trailer; Box trailer; RV or BUS**	Vehicle	
Abandoned Vehicle Removal and disposal (FROM WATER) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. *** Boat trailer or open trailer; Box trailer; RV or**	Vehicle	
Boat removal, processing and disposal FROM LAND. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per lineal foot	
AS#5) Boat removal, processing and disposal FROM WATER. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per lineal foot	
Fire Suppression Support.	Per Vehicle	
Emergency potable water.	Cost per gallon	
Emergency delivery of ice.	Per Pound	
Temporary bathrooms, showers, kitchens and feeding locations.	50 person unit for one day	
	100 person unit for one day	
Temporary satellite communications.	Per Phone/day	
Provide labor and machinery for pumping and water relocation/removal for flood control. **Pump capacity of 110 gallons per minute with a 4" discharge.**	Per pump/hour	
Hose for pump operation.	Per 100 foot of hose.	
Sewer, culvert and catch basin cleaning.	Per structure	
Decontamination of buildings and facilities.	Per square foot of affected facility.	
Mold remediation.	Per square foot of affected facility.	
Modular Units for Continuity of Operations	Per Unit / Per Day	

Emergency power generation.								
				Amps at different available 3 ph, 4 wire voltages			**UNIT OF MEASURE**	**UNIT PRICE**
KW	KVA	Fuel Capacity	Run time	120/240v	120/208v	277/480v	Per Generator	
100	125	196 gal	26 hrs	301 Amps	347 Amps	150 Amps	Per Generator	
175	219	350 gal	28 hrs	527Amps	608 Amps	264 Amps	Per Generator	
240	300	379 gal	23 hrs	723 Amps	834 Amps	361 Amps	Per Generator	
320	400	479 gal	23 hrs	963 Amps	1112 Amps	482 Amps	Per Generator	

SECTION 9

Request for Proposal (RFP) No. 2018-009

9.0: BID BOND FORM

9.1: Bid Bond Form - Proposer shall complete and submit the Bid Bond Form in accordance with Section 1.17.

BID BOND

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS.
CITY OF CORAL GABLES }

KNOWN ALL MEN BY THESE PRESENTS, That we as Principal, and _____, as Surety, are held and firmly bonded unto the City of Coral Gables as Owner in the penal sum of Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to the City of Coral Gables the accompanying Bid, signed _____,and dated _____, 20_____, for

DISASTER DEBRIS REMOVAL SERVICES - RFP 2018-009

CORAL GABLES, FLORIDA

in accordance with the Scope of Services/Work therefore, the call for Bids or–Proposals, and the Instructions to Proposers, all of which are made a part hereof by reference as if fully set forth herein.

NOW, THEREFORE,

(a) If the Principal shall not withdraw said bid within thirty (30) days after date of opening of the same, and shall within ten (10) days after written notice being given by the City Manager or his designee, of the award of the contract, enter into a written contract with the City, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract,

(b) in the event of the withdrawal of said bid or proposal within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid or proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

BID BOND

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, A.D., 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS

(If Sole Ownership or Partnership,
Two (2) Witnesses Required.
If Corporation, Secretary Only
will attest and affix seal).

(1) _____

(2) _____

PRINCIPAL

_____
Name of Firm

_____ (SEAL)
Signature of Authorized Officer

_____
Title

_____
Business Address

_____
City, State

WITNESS:

(1) _____

(2) _____

SURETY:

_____
Corporate Surety

_____ (SEAL)
Attorney-In-Fact

_____
Business Address

_____
City, State

_____
Name of Local Agency

SECTION 10

Request for Proposal (RFP) No. 2018-009

10.0: PROPOSER'S AFFIDAVIT INCLUDING SCHEDULES A THROUGH L

10.1: Proposer's Affidavit along with Schedules A through L as follows:

A - Certificate of Proposer
B - Non Collusion Affidavit and Contingent Fee Affidavit
C - Drug Free Statement
D - Proposer's Qualification Statement
E - Code of Ethics, Conflict of Interest, Cone of Silence
F - Americans with Disabilities Act (ADA)
G - Public Entity Crimes
H - Acknowledgement of Addenda
I - Appendix A, 44 C.F.R. Part 18-Certification Regarding Lobbying
J – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
K – Federal Grant Funding Certification
L – Work Hours & Safety Certification

PROPOSER'S AFFIDAVIT

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this RFP Schedules A through L shall be relied upon by Owner awarding the contract and such information is warranted by Proposer to be true and correct. The discovery of any omission or misstatements that materially affects the Proposer to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as *(Owner, Partner, Officer, Representative or Agent of the Proposer that has submitted the attached Response).* Schedules A through L are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – CERTIFICATE OF PROPOSER
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – PROPOSER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA
- SCHEDULE I – APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- SCHEDULE J –CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCHEDULE K – FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- SCHEDULE L – WORK HOURS & SAFETY CERTIFICATION

This affidavit is to be furnished to the City of Coral Gables with its RFP response. It is to be filled in, executed by the Proposer and notarized. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the Response.

_____ _____

Authorized Name and Signature *Title* *Date*

STATE OF _____

COUNTY OF _____

On this _____day of _____, 20____, before me the undersigned Notary Public of the State of _____, personally appeared _____
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

_____
NOTARY PUBLIC, STATE OF _____

_____
(Name of notary Public; Print, Stamp or
Type as Commissioned.)

NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced
Identification:

_____
(Type of Identification Produced)

SCHEDULE "A" - CITY OF CORAL GABLES - CERTIFICATE OF PROPOSER

Neither I, nor the firm, hereby represent has:

a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Proposer) to solicit or secure this contract.

b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Proposer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the _____
(*Owner, Partner, Officer, Representative or Agent)*

   of the Proposer that has submitted the attached Response.

2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;

3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Proposer's officers or employees are employed by the City, indicate name and relationship below.

   Name:_____ Relationship:_____

   Name:_____ Relationship:_____

4. No lobbyist or other Proposer is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

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:

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 solicitation 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 solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make 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.

The company submitting this solicitation has established a Drug Free work place program in accordance with Sate Statute 287.087

SCHEDULE "D" CITY OF CORAL GABLES – PROPOSER'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name:_____

Address:_____
Street City State Zip Code

Telephone No: (___)_____ Fax No: (___)_____ Email: _____

How many years has your organization been in business under its present name?__Years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

_____

Under what former names has your business operated? : _____

At what address was that business located? _____

Are You Certified? Yes_____ No_____ If Yes, **ATTACH COPY** of Certification.
Are You Licensed? Yes_____ No_____ If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes_____No_____ If yes, explain:_____

_____

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP:

_____

_____

_____

_____

Have you ever been debarred or suspended from doing business with any government entity?

Yes ___ No ___ If Yes, explain _____

SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal 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.

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

3. 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 for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. 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 Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity 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 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 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.

SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this RFP is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFP and Contract Documents within the Contract time indicated in the RFP and in accordance with the other terms and conditions of the solicitation and contract documents.

2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Addendum No._____Date_____ Addendum No._____Date_____

Addendum No._____Date_____ Addendum No._____Date_____

Addendum No._____Date_____ Addendum No._____Date_____

SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Professional] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

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

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

The Professional, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Professional's Authorized Official

_____ Name and Title of Professional's Authorized Official

_____ Date

SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.

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

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

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

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

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

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

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

Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R.
§§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

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

_____
Printed Name and Title of Authorized Representative

_____ _____
Signature Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement is fully or partially Federally Grant funded. Proposer certifies that it shall comply with the applicable clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. **Proposer Compliance**: The proposer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

3. **Conflict of Interest**: The proposer must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.

4. **Mandatory Disclosures**: The proposer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

5. **Utilization of Minority and Women Firms (M/WBE):** The proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the proposer shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

6. **Equal Employment Opportunity/Nondiscrimination**: (As per Executive Order 11246) The proposer may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The proposer agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

7. **Davis-Bacon Act:** If applicable to this contract, the proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Proposers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, proposers must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act:** If applicable to this contract, proposers shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Proposers are 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.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in 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 proposer is 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.

10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Proposer 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) 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. The proposer shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.

12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Proposers 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. The proposer shall certify compliance.

13. **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 subrecipient 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 subrecipient 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.

14. **Procurement of Recovered Materials**: Proposers 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.

15. **Access to Records and Reports:**
Proposer will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa City, Okaloosa City Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the proposer's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. **Record Retention:**
Proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. **Federal Changes:** Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. **Termination for Default (Breach or Cause):** If a contract is entered into, the Proposer acknowledges that if it fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the proposer setting forth the manner in which the Proposer is in default. The proposer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. **Safeguarding Personal Identifiable Information:** Proposer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. **Prohibition on utilization of cost plus a percentage of cost contracts**: The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. **Energy Policy and Conservation Act (43 U.S.C.§6201):** All contracts except micro-purchases ($3000 or less, except for construction contracts over $2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements. I further certify that any subcontractor will also be required to comply with the requirements above.

DATE_____ SIGNATURE_____

COMPANY:_____ NAME:_____

ADDRESS_____ TITLE: _____

_____

_____

E-MAIL: _____

PHONE NO_____

SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS ADDENDUM

This certification is incorporated as part of the contract for Disaster Debris Removal Services.

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, 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. s. 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 purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

(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 (b)(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 (b)(1) of this section, in the sum of $25 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (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.

_____, hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.

_____

Contractor Signature

Date: _____

SECTION 11

Request for Proposal (RFP) No. 2018-009

11.0: FEMA STUMP CONVERSION TABLE

APPENDIX E: STUMP CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46{,}656}$$

0.7854 is one-fourth Pi and is a constant.
46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SECTION 12

Request for Proposal (RFP) No. 2018-009

12.0: STANDARDIZED DEBRIS TRUCK PLACARD

All written entries on the placard must be in heavy black, water proof ink, and must be at least 3" high. Placards must be adhered to the side of the vehicle on the body of the truck box at eye level or higher. Entries should be clearly visible from a distance of 30 feet.

City of Coral Gables

Name of Contracting Jurisdiction or Organization

Prime Contractor

Name of Prime Contractor

Truck Operator

Name of Truck Owner/Operator

#115

Vehicle Number

40

Truck Volume (cubic feet)

10/15/07

Truck Certification Date

SECTION 13

Request for Proposal (RFP) No. 2018-009

13.0: PROFESSIONAL SERVICES AGREEMENT (DRAFT)

13.1 The enclosed agreement is a draft for your review. You are not required to fill out and submit the agreement at time of response submittal.

PLEASE REFER TO **APPENDIX A** IN PUBLICPURCHASE TO VIEW AND DOWNLOAD A COPY OF THE PROFESSIONAL SERVICES AGREEMENT.

SECTION 14

Request for Proposal (RFP) No. 2018-009

14.0: TITLE 2 C.F.R. § 200.317 TO 200.326 AND APPENDIX II TO PART 200

14.1 Please refer to the enclosed copy of **Title 2 C.F.R. § 200.317 to 200.326 and Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards.**

PLEASE REFER TO **APPENDIX B** IN PUBLICPURCHASE TO VIEW AND DOWNLOAD A COPY OF TITLE 2 C.F.R. § 200.317 TO 200.326 AND APPENDIX II TO PART 200.

APPENDIX B

TITLE 2 C.F.R. § 200.317 TO 200.326

AND

APPENDIX II TO PART 200

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of December 31, 2017

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart D → Subject Group

Title 2: Grants and Agreements
PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
Subpart D—Post Federal Award Requirements

PROCUREMENT STANDARDS

§200.317 Procurements by states.

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

§200.318 General procurement standards.

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

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

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

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

Need assistance?

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of December 31, 2017

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart F → Appendix

Title 2: Grants and Agreements
PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
Subpart F—Audit Requirements

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 subrecipient 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 subrecipient 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 subrecipient 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 subgrants 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 governmentwide 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]

Need assistance?

EXHIBIT E
PROFESSIONAL'S RESPONSE TO RFP

PROPOSAL FOR
DISASTER DEBRIS REMOVAL SERVICES
RFP 2018-009

City of Coral Gables, Florida
Procurement Division
2800 S.W. 72 Avenue
Miami, FL 33155

Due: April 5, 2018 by 2:00 P.M.

ELECTRONIC COPY

Phillips & Jordan, Inc.
10201 Parkside Drive, Suite 300 • Knoxville, TN 37922 • 865.688.8342 • pandj.com
Contact: Julie Glenn • disasterservices@pandj.com

POWER | OIL & GAS | WATER RESOURCES | INDUSTRIAL & COMMERCIAL | DISASTER RESPONSE

April 2, 2018

City of Coral Gables, Florida
Procurement Division
2800 S.W. 72 Avenue
Miami, FL 33155

RE: Proposal for Disaster Debris Removal Services
RFP 2018-009

Phillips and Jordan, Incorporated (Phillips & Jordan) thanks you for the opportunity to present our proposal for Disaster Debris Removal Services in response to Request for Proposals (RFP) # 2018-009 issued by the City of Coral Gables (City). Phillips & Jordan offers 41 years of experience as a disaster debris management contractor and can provide the management team, equipment, personnel, and other necessary resources to respond rapidly and efficiently to a future disaster in the City.

Critical expectations of the disaster debris management contractor selected by the City should include demonstrated capabilities to immediately mobilize manpower and equipment, to coordinate and control all resources deployed to the impacted area, to implement robust quality control and safety programs, and the financial strength to support the necessary project operations. As demonstrated in this proposal, Phillips & Jordan offers these capabilities as validated through our successful past performance record responding to a wide variety of natural and man-made disaster events.

Our disaster recovery work will include the generation and collection of Federal Emergency Management Agency (FEMA) project documentation to validate the eligibility of work performed and ensure maximum reimbursement. The financial reimbursement that the City will ultimately receive from FEMA through its Public Assistance (PA) Grant Program for disaster debris cost will be dependent on three major factors: (1) compliance with the U.S. Office of Budget and Management's Super Circular or the Code of Federal Regulations, Title 2, Chapter 200 (2CFR 200 [2016]); (2) eligibility of work performed; and (3) the documentation to support incurred cost. Phillips & Jordan's proven methodology and approach to execution of a disaster debris management project is based on these same three factors and incorporates mechanisms that ensure the highest priority is given to compliance with all applicable local, state, and federal regulations.

To ensure compliance with 2CFR 200, Phillips & Jordan provides the required bonds along with rates that can support FEMA's reasonable cost criteria. As a project's scope and cost expand, we provide the increased bonding capacity necessary to reduce the financial risk to the City. Our aggregate line of $1.5 billion bonding capacity is testament to our ability to implement our Core Values and Priorities (Integrity, Safety, Quality, and Production) and demonstrates that we have the resources and experience to execute our contractual commitments regardless of the magnitude and/or profitability of the project.

10201 Parkside Drive – Suite 300 • Knoxville, TN 37922 • office 865.688.8342 • fax 865.392.3090
pandj.com

Unlike other debris removal contractors, Phillips & Jordan has the capability to document and track our work with a proprietary Automated Debris Management System (ADMS). Phillips & Jordan assisted our partner firm, TAC Insight, with the development of FASTweigh ADMS™, which has been used to support several major debris management missions including the U.S. Army Corps of Engineers' (USACE) responses to the 2011 tornado super-outbreak in Alabama and the E-5 tornado that devastated Joplin, Missouri and is currently being used on Phillips & Jordan's Hazardous Tree Removal project for Pacific Gas and Electric in Northern California. FASTweigh ADMS™ is one of only two systems currently approved by the USACE. This debris management documentation tool can provide a second critical source of accurate grant-supporting documents.

Phillips & Jordan's capacity and capability to perform disaster debris management services includes a senior management team that offers more than 160 years of combined debris removal; extensive experience performing disaster debris management and FEMA PA Grant Program administration; a solid equipment plan featuring a fleet of over 1,000 individual pieces of company-owned equipment; and standing master service agreements with experienced disaster subcontractors who are ready to mobilize immediately. Phillips & Jordan is committed to providing Disaster Debris Removal Services to the City in a professional and timely manner.

The authorized representatives for Phillips & Jordan regarding communications related to this proposal are as follows:

Primary	Alternate	Alternate
Julie Glenn Disaster Services Coordinator Phone (865) 776-8919 Fax (865) 392-3090 jglenn@pandj.com	Tommy Webster Disaster Services Program Manager Phone (828) 644-3222 Fax (865) 392-3090 twebster@pandj.com	J. Patrick McMullen President Phone (865) 392-3053 Fax (865) 392-3090 pmcmullen@pandj.com

Phillips & Jordan would welcome the opportunity to discuss our proposal in further detail and demonstrate why we are the best choice for the City. We look forward to becoming a part of your disaster response and recovery team.

Sincerely,

Dudley Orr
Vice President
Phillips & Jordan, Incorporated

Tab 1: Title Page, Table of Contents, Required Forms, and Minimum Qualification Requirements

PROPOSAL FOR:

Disaster Debris Removal Services

RFP 2018-009

SUBMITTED TO:

The City of Coral Gables, Florida

Procurement Office

2800 S.W. 72nd Avenue

Miami, FL 33155

SUBMITTAL DEADLINE:

April 5, 2018 at 2:00PM

SUBMITTED BY:

Phillips and Jordan, Inc.

10201 Parkside Drive, Suite 300 • Knoxville, TN 37922 • pandj.com

Phone: 865.688.8342 • Email: disasterservices@pandj.com

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CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102 / Fax: 305-261-1601

PROPOSER'S ACKNOWLEDGEMENT

RFP Title: **DISASTER DEBRIS REMOVAL SERVICES** **RFP No. 2018-009** A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	Sealed response submittals must be received prior to **2:00 p.m., Thursday, April 5, 2018**, by the Procurement Office, located at 2800 S.W. 72nd Avenue, Miami, FL 33155; and are to remain valid for 120 calendar days. Submittals received after the specified date and time will be returned unopened. Contact: Yusbel Gonzalez, CPPB Title: Procurement Specialist Telephone: 305-460-5107 Facsimile: 305-261-1601 Email:ygonzalez@coralgables.com / contracts@coralgables.com

Proposer Name: Phillips and Jordan, Incorporated	FEIN or SS Number: FEIN: 56-0694573
Complete Mailing Address: 10201 Parkside Drive, Suite 300 Knoxville, TN 37922	Telephone No.: 865-688-8342 Cellular No.:
Indicate type of organization below: Corporation: X Partnership: __ Individual: __ Other:__	Fax No.: 865-688-8369
Bid Bond / Security Bond (*if applicable*) 5 %	Email: disasterservices@pandj.com

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFP FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER NON-RESPONSIVE.

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFP DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK,** ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

Dudley Cox	Vice President	April 2, 2018
Authorized Name and Signature	*Title*	*Date*

SOLICITATION SUBMISSION CHECKLIST

Request for Proposals (RFP) No. 2018-009 Disaster Debris Removal Services

COMPANY NAME: (Please Print): Phillips and Jordan, Incorporated
Phone: 865-688-8342 Email: disasterservices@pandj.com

Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

1) Title Page: Show the RFP number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. Tab 1
2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. Tab 1
3) Fill out, sign, and submit the Proposer's Acknowledgement Form. Tab 1
4) Fill out and submit the Solicitation Submission Check List. Tab 1
5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavit and Schedules A through L. Tab 1
6) Include a Bid Bond, in accordance with Section 1.17 of the RFP. Tab 1
7) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. Tab 1

SUBMITTAL - SECTION II: PROPOSER'S QUALIFICATIONS

(i) FOR PROPOSER:

1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs. Tab 2-1

2) Describe the Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables. Include information which addresses, but is not limited to the following:
   - establishing and operating multiple Debris Management Sites (DMS)
   - regulations affecting the removal, processing and disposal of mixed debris
   - filing and receiving federal and state reimbursements for disaster recovery work, including preparing ad submitting federal/state project work sheets
   - assessing, removing and disposing of specialty debris including hazardous materials, dead animals, hazardous stumps and submerged debris.
   - demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way)
   - assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets.
   - Providing human support activities such as food, water and sanitation services

   Tab 2-3

3) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.. Tab 2-8

4) The Proposer must not have a vested interest in a debris monitoring contract or contractor(s) with the City. Also, there must be no conflict of interest between the Proposer and a debris monitoring contractor(s). Proposer shall include a statement confirming the latter, including certification that neither Proposer nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal and state law. Tab 2-10

5) Provide financial statements, in a sealed envelope, for the last two (2) complete fiscal years. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant. (NO PAGE NUMBER REQUIRED) Separate, sealed envelopes

6) **Bonding Capacity.** Proposer shall provide a letter from a Surety firm affirming that Proposer has sufficient bonding capacity to provide performance and payment bonds in an amount not less than one hundred percent (100%) of the contract amount. The Surety firm shall be rated by an AM Best as to be no less than A- (Excellent). The statement of bonding capacity shall be directly form the Surety firm on its official letterhead and signed by an authorized agent of the firm. Tab 2-12

(ii) FOR KEY PERSONNEL:

1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and relevant experience of all proposed key personnel (i.e., Project Manager, Operations Manager, including sub-consultants). Include resumes (listing experience, education, licenses/certifications) and specify the role and responsibilities of each team member in providing the services outlined in the RFP. Documentation submitted must clearly demonstrate key personnel's knowledge, experience, and understanding of the types of services to be performed and of federal, state, and local laws and regulations governing this work. Tab 2-14

2) Provide an organizational chart of all key personnel that will be used. Tab 2-22

SUBMITTAL - SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

1) Describe in detail, your approach to perform the services and tasks solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, strategies for assuring assigned work is completed on time, communication with City staff, and how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP. Tab 3-1

2) Describe in detail Proposer's Mobilization/Operation Plan. The plan must include, but not be limited to the following:

    a. Proposer's mobilization/operation procedures following a disaster event.

    b. Breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish Debris Management Sites (DMS), and to mobilize subcontractors.

    c. Breakdown of the manpower (position titles and number of support personnel) and available equipment (type of loaders, aerial lifts and transport vehicles etc.) that will be assembled during each phase (Initial Deployment, Emergency Push/Road Clearance,

Debris Removal, Debris Management Sites (DMS) Operations including provisions for recycling debris, Demolition of Structures and Optional Services etc.).

d. Plan for Debris Management Sites (DMS) that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc. The plan must address any applicable State and Federal laws and regulations.
Tab 3-4

3) Indicate areas of the scope and percentage of work Proposer may subcontract and how it will ensure that only subcontractors approved by the City are utilized. Explain Proposer's processes for selecting and training subcontractors to manage disaster events.. Tab 3-40

4) Describe Proposer's "clean as you go" policy. Tab 3-43

5) Discuss Proposer's approach to:
   a. team work assignments, data management, and project tracking.
   b. supervising multiple clean-up crews, managing multiple tasks simultaneously and expeditiously, and resolving problems.
   c. ensuring the quality of the work being performed by its crews and subcontractors.
   Tab 3-43

6) Describe Proposer's database reporting system and capabilities, including the ability to capture data and provide electronic reports as required in the RFP. Attach sample reports, load tickets and vehicle placards used in the operation of debris removal activity. Tab 3-45

7) Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event. For each current and projected engagement, please indicate the following:
   a. Client name
   b. Current and/or projected workload
   c. Estimated dollar amount and cubic yards of engagement
   d. Key personnel assigned
   Tab 3-51

8) Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections. Tab 3-51

9) Description of the Proposer's customer service plan to respond to City complaints. Tab 3-60

10) Explain how Proposer has complied with the public policies of the Federal Government. These include amongst other things, past and current compliance with:

    a. Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b)

    b. Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer's efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors.
    Tab 3-62

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

1) Provide a minimum of three (3) references (but no more than five (5)) from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) total dollar value of the contract, (8) services provided, (9) agency's size (number of residents and square miles), (10) volume of debris managed and disposed. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.** Tab 4-1

2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process. Tab 4-2

SUBMITTAL – SECTION V: PRICE PROPOSAL

1) Provide pricing utilizing the Price Proposal form under Section 8. Tab 5

- - N O T I C E - -

BEFORE SUBMITTING YOUR RFP RESPONSE MAKE SURE YOU:

X 1. Carefully read and have a clear understanding of the RFP, including the Scope of Services and enclosed Professional Services Agreement (*draft*).

X 2. Carefully follow the Submission Requirements outlined in Section 6 of the RFP.

X 3. Prepare and submit ONE ORIGINAL RESPONSE and SEVEN (7) PHOTOCOPIES with ONE (1) digital copy on a CD or flash drive.

X 4. Clearly mark the following on the outside of your submittal package: RFP Number, RFP Title, Proposer's Name and Return Address, Submittal Deadline.

X 5. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.

SECTION 10

Request for Proposal (RFP) No. 2018-009

10.0: PROPOSER'S AFFIDAVIT INCLUDING SCHEDULES A THROUGH L

10.1: Proposer's Affidavit along with Schedules A through L as follows:

A - Certificate of Proposer
B - Non Collusion Affidavit and Contingent Fee Affidavit
C - Drug Free Statement
D - Proposer's Qualification Statement
E - Code of Ethics, Conflict of Interest, Cone of Silence
F - Americans with Disabilities Act (ADA)
G - Public Entity Crimes
H - Acknowledgement of Addenda
I - Appendix A, 44 C.F.R. Part 18-Certification Regarding Lobbying
J – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
K – Federal Grant Funding Certification
L – Work Hours & Safety Certification

PROPOSER'S AFFIDAVIT

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this RFP Schedules A through L shall be relied upon by Owner awarding the contract and such information is warranted by Proposer to be true and correct. The discovery of any omission or misstatements that materially affects the Proposer to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as *(Owner, Partner, Officer, Representative or Agent of the Proposer that has submitted the attached Response).* Schedules A through L are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – CERTIFICATE OF PROPOSER
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – PROPOSER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA
- SCHEDULE I – APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- SCHEDULE J –CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCHEDULE K – FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- SCHEDULE L – WORK HOURS & SAFETY CERTIFICATION

This affidavit is to be furnished to the City of Coral Gables with its RFP response. It is to be filled in, executed by the Proposer and notarized. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the Response.

Dudley Ou	Vice President	April 2, 2018
Authorized Name and Signature	*Title*	*Date*

STATE OF Tennessee

COUNTY OF Knox

On this 2nd day of April, 20 18, before me the undersigned Notary Public of the State of Tennessee, personally appeared Dudley Orr
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

Addie M. Allen
NOTARY PUBLIC, STATE OF TN

Addie M. Allen
(Name of notary Public; Print, Stamp or Type as Commissioned.) exp: Oct. 2, 2021

NOTARY PUBLIC SEAL OF OFFICE:

ADDIE M. ALLEN
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

Personally know to me, or Produced Identification:

(Type of Identification Produced)

SCHEDULE "A" - CITY OF CORAL GABLES - CERTIFICATE OF PROPOSER

Neither I, nor the firm, hereby represent has:

a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Proposer) to solicit or secure this contract.

b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Proposer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the Phillips and Jordan, Incorporated
(*Owner, Partner, Officer, Representative or Agent)*

of the Proposer that has submitted the attached Response.

2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;

3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Proposer's officers or employees are employed by the City, indicate name and relationship below.

Name: None Relationship:_____

Name:_____ Relationship:_____

4. No lobbyist or other Proposer is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

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:

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 solicitation 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 solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make 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.

The company submitting this solicitation has established a Drug Free work place program in accordance with Sate Statute 287.087

SCHEDULE "D" CITY OF CORAL GABLES – PROPOSER'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: Phillips and Jordan, Incorporated

Address: 10201 Parkside Drive, Suite 300 Knoxville TN 37922
Street City State Zip Code

Telephone No: (___) 865-688-8342 Fax No: (___) 865-688-8369 Email: disasterservices@pandj.com

How many years has your organization been in business under its present name? 66 Years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

N/A

Under what former names has your business operated? : None

At what address was that business located? N/A

Are You Certified? Yes_____ No_____ If Yes, **ATTACH COPY** of Certification.
Are You Licensed? Yes X No_____ If Yes, **ATTACH COPY** of License

Phillips & Jordan is licensed to work in all 50 states. Please find our Florida licenses on the following page.

Has your company or its senior officers ever declared bankruptcy?

Yes_____ No X If yes, explain:_____

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP:

Year	Type of Action	Title of Action	P&J Status	Relationship of Adversary to P&J	Nature of Action Status	Resolution if Closed
2014	*Lawsuit*	*P&J vs. S.R. Holdings Co., Inc. D.B.A. Emergency Disaster Services*	*Plaintiff*	*Subcontractor*	*Non payment for services*	*Closed Settled*

Have you ever been debarred or suspended from doing business with any government entity?

Yes ___ No X If Yes, explain _____

State of Florida
Department of State

I certify from the records of this office that PHILLIPS AND JORDAN, INCORPORATED is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 11, 1974.

The document number of this corporation is 832152.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on April 27, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of May, 2017

Secretary of State

Tracking Number: CU8871141596

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

JOINER, DALE SPENCER
PHILLIPS AND JORDAN, INCORPORATED
14834 SWIFT ROAD
DADE CITY FL 33523

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1525872 ISSUED: 11/14/2017

CERTIFIED GENERAL CONTRACTOR
JOINER, DALE SPENCER
PHILLIPS AND JORDAN, INCORPORATED

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1711140001249

DETACH HERE

RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1525872	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

JOINER, DALE SPENCER
PHILLIPS AND JORDAN, INCORPORATED
10201 PARKSIDE DRIVE, SUITE 300
KNOXVILLE TN 37922

ISSUED: 11/14/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1711140001249

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

June 14, 2017

PHILLIPS AND JORDAN, INCORPORATED
PO BOX 52050
KNOXVILLE TN 37950-2050

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2018. However, the new application is due **4/30/2018**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, DEWATERING.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal 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.

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

3. 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 for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. 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 Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity 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 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 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.

SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this RFP is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFP and Contract Documents within the Contract time indicated in the RFP and in accordance with the other terms and conditions of the solicitation and contract documents.

2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Addendum No. 1 Date 3/22/18 Addendum No. 2 Date 3/28/18

Addendum No._____Date_____ Addendum No._____Date_____

Addendum No._____Date_____ Addendum No._____Date_____

SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Professional] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

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

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

The Professional, Phillips and Jordan, Incorporated, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

Dudley Orr — Signature of Professional's Authorized Official

Dudley Orr, Vice President — Name and Title of Professional's Authorized Official

April 2, 2018 — Date

SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.

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

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

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

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

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

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

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

Dudley Orr, Vice President
Printed Name and Title of Authorized Representative

Signature

April 2, 2018
Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement is fully or partially Federally Grant funded. Proposer certifies that it shall comply with the applicable clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. **Proposer Compliance**: The proposer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

3. **Conflict of Interest**: The proposer must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.

4. **Mandatory Disclosures**: The proposer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

5. **Utilization of Minority and Women Firms (M/WBE):** The proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the proposer shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

6. **Equal Employment Opportunity/Nondiscrimination**: (As per Executive Order 11246) The proposer may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The proposer agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

7. **Davis-Bacon Act:** If applicable to this contract, the proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Proposers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, proposers must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act:** If applicable to this contract, proposers shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Proposers are 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.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in 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 proposer is 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.

10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Proposer 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) 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. The proposer shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.

12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Proposers 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. The proposer shall certify compliance.

13. **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 subrecipient 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 subrecipient 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.

14. **Procurement of Recovered Materials**: Proposers 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.

15. **Access to Records and Reports:**
Proposer will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa City, Okaloosa City Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the proposer's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. **Record Retention:**
Proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. **Federal Changes:** Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. **Termination for Default (Breach or Cause):** If a contract is entered into, the Proposer acknowledges that if it fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the proposer setting forth the manner in which the Proposer is in default. The proposer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. **Safeguarding Personal Identifiable Information:** Proposer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. **Prohibition on utilization of cost plus a percentage of cost contracts**: The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. **Energy Policy and Conservation Act (43 U.S.C.§6201):** All contracts except micro-purchases ($3000 or less, except for construction contracts over $2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements. I further certify that any subcontractor will also be required to comply with the requirements above.

DATE April 2, 2018

SIGNATURE Dudley Orr

COMPANY: Phillips and Jordan, Incorporated

NAME: Dudley Orr

ADDRESS 10201 Parkside Drive, Suite 300
Knoxville, TN 37922

TITLE: Vice President

E-MAIL: disasterservices@pandj.com

PHONE NO 865-688-8342

SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS ADDENDUM

This certification is incorporated as part of the contract for Disaster Debris Removal Services.

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, 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. s. 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 purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

(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 (b)(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 (b)(1) of this section, in the sum of $25 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (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.

Phillips and Jordan, Incorporated, hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.

Dudley Ow

Contractor Signature

Date: April 2, 2018

BID BOND

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS.
CITY OF CORAL GABLES }

KNOWN ALL MEN BY THESE PRESENTS, That Phillips and Jordan, Incorporated we as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bonded unto the City of Coral Gables as Owner in the penal sum of Five Percent of Bid Amount (5%), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to the City of Coral Gables the accompanying Bid, signed _____,and dated April 5, _____, 2018, for

DISASTER DEBRIS REMOVAL SERVICES - RFP 2018-009

CORAL GABLES, FLORIDA

in accordance with the Scope of Services/Work therefore, the call for Bids or–Proposals, and the Instructions to Proposers, all of which are made a part hereof by reference as if fully set forth herein.

NOW, THEREFORE,

(a) If the Principal shall not withdraw said bid within thirty (30) days after date of opening of the same, and shall within ten (10) days after written notice being given by the City Manager or his designee, of the award of the contract, enter into a written contract with the City, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract,

(b) in the event of the withdrawal of said bid or proposal within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid or proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

BID BOND

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this 5th day of April, A.D., 20 18, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS

(If Sole Ownership or Partnership, Two (2) Witnesses Required. If Corporation, Secretary Only will attest and affix seal).

(1) _____

(2) _____

SECRETARY

PHILLIPS AND JORDAN INCORPORATED
CORPORATE SEAL
NORTH CAROLINA

PRINCIPAL

Phillips and Jordan, Incorporated
Name of Firm

_____ (SEAL)
Signature of Authorized Officer

VICE - PRESIDENT
Title

10201 Parkside Drive Suite #300
Business Address

Knoxville TN
City, State

WITNESS:

(1) _____

(2) _____

SURETY:

Liberty Mutual Insurance Company
Corporate Surety

_____ (SEAL)
Attorney-In-Fact Catherine L. McMillan

413 Northshore Dr., SW
Business Address

Knoxville TN
City, State

Liberty Mutual Insurance Company
Name of Local Agency

By: _____
Scott Dryden Harford
Countersignature

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7847848

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Catherine L. McMillan; Marilyn S. Spoon; Melissa A. Yardley; Tom H. McCarley III

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of July, 2017.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of July, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of April, 2018.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_022017

MINIMUM QUALIFICATION REQUIREMENTS

The following represent the minimum qualification requirements for a Proposer to be deemed responsive by the City, and Proposer shall satisfy each of the following minimum requirements cited below. Each of these minimum qualifications must be addressed in detail in its submittal to determine Proposer's responsiveness.

(A) PROPOSER SHALL:

(1) Be regularly engaged in the business of providing the goods and/or services similar in scope and size as described in the Request for Proposals "Scope of Services" for a minimum of five (5) years.

Phillips & Jordan has been providing disaster response and recovery services for 41 years. Additional information has been provided in Tab 2 of this proposal.

(2) Provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation.

Phillips & Jordan's State of Florida Certificate of Good Standing is provided previously in this proposal section.

(3) Have performed at least two (2) debris removal projects involving a minimum of 100,000 cubic yards of debris within the past ten (10) years for public sector agencies similar in size to the City of Coral Gables. Similar in size shall mean a municipality/local government, with at least 51,000 residents within a fourteen (14) square mile area.

Phillips & Jordan meets the stated past performance requirements. Comparable past project information has been provided in Tab 4 of this proposal.

(B) KEY PERSONNEL REQUIREMENTS:

(1) Project Manager: The Project Manager must have a minimum of five (5) years of documented experience in disaster debris removal. The Project Manager must also be a permanent staff employee of the Proposer.

(2) Operations Manager: The Operations Manager must have a minimum of two (2) years of documented experience in disaster debris removal.

(3) Debris Sites Supervisor: The Debris Sites Supervisor must have a minimum of two (2) years of documented experience in disaster debris site or construction site management.

Information regarding Phillips & Jordan's staffing plan is provided in Tab 2 of this proposal. Phillips & Jordan will comply with the City's contractual requirements regarding staff assignment to any contract activations.

Tab 2: Experience and Qualifications

FOR PROPOSER

1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs.

1.1. FIRM OVERVIEW

Phillips & Jordan, Inc. is a privately held, family owned, heavy civil and infrastructure contractor established in 1952. Our Core Values and Priorities – Integrity, Safety, Quality, and Production – guide our daily business practices. Phillips & Jordan is committed to a "Zero Incident Philosophy" that entails no harm to person, property, the environment, or our reputation. We focus on three primary service areas: Heavy Civil Construction (Power Generation, Water Resources, and Industrial & Commercial), Right-of-Way Access & Construction (Power Delivery and Pipeline Services), and Disaster Response.

Phillips & Jordan is a national contractor that is registered to do business in all 50 states and has performed heavy civil construction work in over 40 states during the past decade on projects related to industrial, commercial, and residential construction; transportation construction (highway, rail, air); dam, levee, and reservoir construction; power generation and delivery infrastructure; pipeline construction; landfill construction; and disaster debris management. Headquartered in Knoxville, Tennessee, Phillips & Jordan maintains regional offices in California, Florida, North Carolina, South Carolina, and Texas. Our regional Florida office is located in the City of Zephyrhills in Pasco County. Relevant Florida Licenses have been provided in Tab 1 of this proposal.

At Phillips & Jordan our greatest resource is our employees, from our operational managers and supervisors with years of experience who keep our crews safe and productive, our crafts who perform the work, to our corporate service teams that manage our fleet, financial and administration, information, and technology systems. We are proud to have many second and third generation employees that have chosen to build their careers with Phillips & Jordan. Phillips & Jordan currently has in excess of 1,200 employees and sufficient bench strength to provide multiple layers of redundancy to a project workforce.

Phillips & Jordan strives to maintain the highest ethical standards and comply with all applicable laws, rules, and regulations. It is our policy that adherence to the utmost ethical standards ensures our continued success, as well as earn and maintain the confidence of our clients and the communities in which we work. In order to ensure that Phillips & Jordan operates pursuant to this policy, we have established and enforce a strict Code of Ethical Conduct.

1.2. PHILLIPS & JORDAN – KEY BENEFITS

As you review this document and the others submitted in response to the City of Coral Gables (City) Request for Proposal, you will find a number of similarities with regard to the capabilities and experience offered by Phillips & Jordan and the other established disaster debris contractors. These similarities include demonstrated disaster debris management past performance, highly qualified management teams, a substantial cadre of supporting subcontractors, well developed operational plans, robust equipment resources, commitment to maximize local participation, and experience with preparation

of documentation required for successful federal reimbursement. Phillips & Jordan offers all of these qualifications to the City, plus several discriminators that separate us from other disaster debris management contractors.

Established Contractor with Extensive Resources: As a heavy civil and infrastructure contractor diversified across the power, water, pipeline, and industrial/commercial industries, Phillips & Jordan can leverage our vast resources to support disaster response and recovery missions of any scale. We can reach back into our deep pool of expertise, manpower, and equipment to provide the necessary commodities, guidance, and assistance when our clients need it most following a disaster, and to help them prepare in advance.

Full-Time Key Personnel: Phillips & Jordan is a general contractor that employs over 1,200 management, operations, and administrative personnel that currently support a wide variety of construction projects at sites located throughout the United States. All of the key field management personnel identified in this proposal are on the jobsite today performing various construction management and operational functions in support of current projects. Therefore, in the event that a disaster impacts the City, Phillips & Jordan has the capability to immediately re-assign personnel with disaster experience to support the response effort without affecting ongoing construction project work.

For example, following Hurricane Irma's massive impact on the State of Florida in 2017, Mr. Heath Stone was managing closeout of a water resources project and helping with estimating upcoming bids for the Water Resources Group, and Mr. Eric Hedrick and was managing a hazardous tree removal project being performed by Phillips & Jordan in California. Immediately following receipt of a request for assistance from several pre-positioned contracts in Florida, both of these individuals were immediately deployed to Florida to manage the removal of hurricane-related debris removal efforts.

Long Standing Subcontractor Relationships: All of the key pre-positioned subcontractors identified in this proposal have supported major disaster debris management missions conducted by Phillips & Jordan over the past decade. In addition to disaster-related projects, many of these subcontractors provide support for Phillips & Jordan construction projects that are conducted on a year-round basis.

The ongoing relationship between Phillips & Jordan and its key pre-positioned subcontractors provides the City with a team that has established lines of communication, a full understanding of each team member's core capabilities and approach to conduct of operations, and the necessary manpower and equipment to address any size disaster event.

Automated Debris Management System (ADMS): Phillips & Jordan is the only disaster debris removal contractor in the country to deploy a comprehensive ADMS on a disaster debris management mission. This system was deployed by Phillips & Jordan to augment our recovery response to the 2011 tornado outbreak in the State of Alabama during which over 350 handheld devices were used to record and track 153,000 individual debris load tickets. Utilization of the ADMS simplified the effort required to audit field load data and thus substantially reduced the complexities and costs associated with post-event audits conducted by debris monitoring firms and/or the Federal Emergency Management Agency (FEMA). Phillips & Jordan's in-depth knowledge and experience regarding deployment and utilization of our ADMS can translate into cost savings for the City if it elects to use this tool during a future disaster response.

US Army Corps of Engineers (USACE) Advance Contracting Initiative (ACI): The ACI was created in 1999 to provide the USACE with pre-positioned prime contractors needed to fulfill its mandate to support FEMA during federal disaster declarations. Phillips & Jordan has been selected to support multiple regions under the ACI contracts awarded since 1999. We were the first ACI contractor to be activated by the USACE to perform debris management and other support for recovery operations at the World Trade Center in 2001. Phillips & Jordan was subsequently activated to support three additional disaster events (Hurricane Ivan [2004], Hurricane Katrina [2005], and the State of Alabama tornado super-outbreak [2011]) – the most ACI activations of any disaster debris management contractor in the United States. In recognition for our outstanding support provided during the World Trade Center recovery mission, Phillips & Jordan was named the 2002 Civil Works Contractor of the Year by the USACE – the only disaster debris management contractor ever to receive this award.

Demonstrated Achievement of Local Participation: The fee proposal developed by Phillips & Jordan for the City may contain higher unit prices than those proposed by our competitors. The higher prices charged by Phillips & Jordan does not reflect an undue desire to maximize our profit, but rather to warrant that we have the ability to pay our subcontractors reasonable and timely compensation for their support. When subcontractors are paid reasonable compensation, they are motivated to provide the best personnel and equipment possible, ensure that their work activities are conducted in a safe manner and are of the highest quality possible, and remain committed throughout the duration of the project. Phillips & Jordan pays subcontractors on debris management projects in a timely manner, typically on a weekly basis, to guarantee the highest commitment to the project. By selecting its disaster debris management contractor based solely on lowest price, the City may encounter project delays due to subcontractor availability/ turnover which in turn could place maximum federal reimbursement at risk and result in unfavorable criticism by its citizens.

Proven Track Record: Over the past 41 years, Phillips & Jordan has managed over 250 debris management missions for local, state, regional, and federal governments and agencies in 21 states across the nation. Phillips & Jordan's extensive past work history providing debris management services for some of the largest and most complex disaster response missions serves as evidence of the high quality of our services, ability to provide innovative solutions to unique challenges, ability to maintain efficient documentation that ensures our clients receive the maximum reimbursement from available funding sources, and our commitment to helping the communities we serve execute an effective and efficient response. Please find more information regarding Phillips & Jordan's past experience in Tab 3: Project Understanding, Proposed Approach, and Methodology.

2) Describe the Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables.

2.1. SUMMARY OF QUALIFICATIONS

Phillips & Jordan was established in 1952 and offers over 41 years of experience as a disaster recovery and debris management contractor with the capability to rapidly provide the management team, equipment, workforce, and supporting resources required to effectively respond to any type of natural or man-made disaster. Phillips & Jordan has supported the response and recovery efforts of local, state, and federal governments and agencies as well as private sector customers across the nation following virtually every major federally-declared disaster over the past three decades.

Phillips & Jordan is a proven provider of high quality and cost-efficient disaster debris management services with demonstrated expertise in the areas of disaster recovery planning and technical assistance; emergency road clearance; public right-of-way debris segregation and removal; vegetative debris reduction; specialty debris and hazardous materials collection and disposal; waterway debris removal; hazardous stump, tree, and limb removal; private property and right-of-entry debris removal; structure demolition; beach and marine restoration/renourishment; temporary debris storage and reduction site (TDSRS) management, and waste stream management including reduction, final disposal and recycling programs. Our extensive past experience has involved providing support to our clients in all aspects of disaster debris management including response, procurement, operations, planning, contract management, reimbursement, documentation, and accounting systems.

Over the past three decades, Phillips & Jordan has successfully completed disaster debris management missions in excess of $2.2 billion for over 200 individual jurisdictions located throughout the United States that received reimbursement under Federal Emergency Management Agency (FEMA) guidelines. To ensure maximum reimbursement for our disaster debris management clients from federal funding sources, Phillips & Jordan also offers in-depth knowledge related to the implementation of requirements codified in current guidance publications including FEMA's *Public Assistance Program and Policy Guide, FP 104-009-2* (April 2017) and *Public Assistance Debris Management Guide, FEMA-325* (July 2007), and the U.S. Office of Management and Budget's Super Circular (2016) or the *Code of Federal Regulations, Title 2, Chapter 200* (2CFR 200) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (previously under 44CFR). The Phillips & Jordan team is also experienced with the development of Memorandums of Understanding (MOU) with and between local, county, state, and federal stakeholders.

STRONG RESPONSE HISTORY

Phillips & Jordan has provided disaster response and debris management services since the 1970's, prior to the Stafford Act.

One of our early large-scale debris management tasks involved Hurricane Andrew which struck Dade County, Florida in 1992. Phillips & Jordan removed over 4 million cubic yards of debris in less than 90 days employing a workforce of over 1,650 that logged more than 700,000 man-hours.

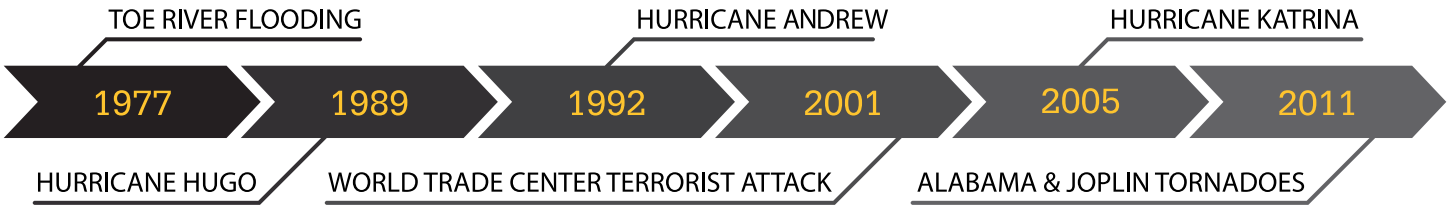
Over the past four decades, Phillips & Jordan has responded to a vast majority of the major storm-related disasters in the United States, and to numerous other events involving tornadoes, snow/ice storms, rock/land/mud slides, wildfires, droughts, and floods.

Phillips & Jordan has also provided support following man-made incidents including acts of terrorism and environmental disasters including oil spills and several coal fly ash spills.

2.2. EXPERIENCE PROVIDING DISASTER DEBRIS MANAGEMENT SERVICES

Over the course of our history, Phillips & Jordan has successfully managed over 250 individual disaster debris management missions in 22 states. This includes responses to the full spectrum of debris-generating disasters that impact the United States: hurricanes and tropical storms, tornadoes, snow/ice storms, floods, droughts, landslides, wildfires, and insect/disease infestation & outbreak (bark beetles, avian influenza). Phillips & Jordan has also provided response support following man-made incidents including acts of terrorism (9/11 World Trade Center attacks) and environmental disasters including oil spills (British Petroleum Deepwater Horizon and others), and several coal fly ash spills. All of these projects required complex debris stream management.

Phillips & Jordan has been a leading provider of disaster debris management services since the very beginning of the industry and has pioneered many unique and challenging response missions. Our extensive history of successful innovation in helping communities respond to disaster events is demonstrated through our proven track record supporting most of the largest disasters in U.S. history. Some key highlights of this experience are described below.



1977: Following a severe rainfall event of November 1977 that devastated the Toe River basin of western North Carolina, Phillips & Jordan mobilized massive forces and worked 24/7 for several weeks to restore roads and bridges to several communities. These contracts were administered by the U.S. Army Corps of Engineers (USACE) and the North Carolina Department of Transportation, *prior to the establishment of FEMA and the Stafford Act.*

1989 and 1992: Phillips & Jordan provided debris management services in South Carolina following Hurricane Hugo and in Florida to the hardest hit areas following Hurricane Andrew, *some of the first federally-coordinated responses to major disasters in the History of FEMA.*

2001: Following the terrorist attacks on the World Trade Center, Phillips & Jordan managed all debris removal and disposal operations including strategic planning for debris management, monitoring activity at the World Trade Center site (Ground Zero), and monitoring activity and management of the forensic recovery operation at the Staten Island Landfill where debris was hauled to by the USACE. This massive effort required innovative solutions to process the most complex debris field in U.S. history. *Phillips & Jordan was awarded the USACE's Civil Works Construction Contractor of the Year for exceptional performance and true partnering spirit with which we undertook this unique tasking.*

2005: Phillips & Jordan supported the colossal response and recovery efforts following Hurricane Katrina by providing debris management services in Orleans Parish, Louisiana where catastrophic damage occurred in the City of New Orleans Phillips and Jordan also provided a secured temporary housing site inclusive of power and food for approximately 75 people on some of the only high ground in the area that was not flooded. Phillips & Jordan also consecutively supported debris management missions in the Western Parishes of Louisiana as well as the City of Gulfport, Mississippi and Mobile County, Alabama and a major effort in South Florida following Hurricane Wilma. *Phillips & Jordan collectively managed the removal of over 17.5 million CY of debris during these consecutive disaster response missions.*

2011: Following a historic super-outbreak of 292 tornados in one day in the Southeastern United States, Phillips & Jordan supported a massive debris management mission that sprawled across 24 counties in Northern Alabama, performing both land and waterway debris management. We successfully deployed our proprietary Automated Debris Management System (ADMS) on this substantial USACE project, effecting new standards of electronic FEMA documentation for future disaster response missions. During this project timeframe, Phillips & Jordan also consecutively supported debris management missions following the Joplin, Missouri and Raleigh, North Carolina Tornados. *The response to the Alabama*

tornadoes involved the largest number of FEMA applicants (41 in total) ever assigned by the USACE to a single contractor for a single event.

Disaster debris management missions completed by Phillips & Jordan over the past decade are illustrated in the table below.

Year	Customer	Event	Type of Work	Amount
2017	Solid Waste Authority of Palm Beach County (FL)	Hurricane Irma	Debris Management & Hazardous Tree Removal	$17,519,625
2017	City of Coral Springs, FL	Hurricane Irma	Debris Management	$6,044,003
2017	Village of North Palm Beach, FL	Hurricane Irma	Debris Management	$214,668
2017	Volusia County, FL	Hurricane Irma	Debris Management & Hazardous Tree Removal	$10,742,307
2017	Hillsborough County, FL	Hurricane Irma	Debris Management	$2,752,162
2017	Highlands County, FL	Hurricane Irma	Debris Management	$11,438,240
2017	City of Pinellas Park, FL	Hurricane Irma	Debris Management	$431,878
2017	Town of Belleair, FL	Hurricane Irma	Debris Management	$355,134
2017	Town of Palm Beach, FL	Hurricane Irma	Debris Management	$37,998
2017	City of Atlantis, FL	Hurricane Irma	Debris Management	$84,591
2017	City of Belle Glade, FL	Hurricane Irma	Debris Management	$664,995
2017	City of Boynton Beach, FL	Hurricane Irma	Debris Management	$447,053
2017	Town of Cloud Lake, FL	Hurricane Irma	Debris Management	$18,232
2017	Town of Glen Ridge, FL	Hurricane Irma	Debris Management	$33,652
2017	Town of Mangonia Park, FL	Hurricane Irma	Debris Management	$11,664
2017	Town of Palm Beach Shores, FL	Hurricane Irma	Debris Management	$154,262
2017	Village of Tequesta, FL	Hurricane Irma	Debris Management	$61,920
2017	Town of Lake Clarke Shores, FL	Hurricane Irma	Debris Management	$66,609
2017	City of Kenneth City, FL	Hurricane Irma	Debris Management	$25,166
2017	Town of Highland Beach, FL	Hurricane Irma	Debris Management	$8,094
2017	Town of Oak Hill, FL	Hurricane Irma	Debris Management	$74,144
2017	City of South Bay, FL	Hurricane Irma	Debris Management	$86,395
2017	Town of Cutler Bay, FL	Hurricane Irma	Debris Management	$77,513
2017	Harris County Flood Control District (TX)	Hurricane Harvey	Land and Waterway Debris Management	$2,448,695
2016	SC Department of Transportation (DOT)	Hurricane Matthew	Debris Management	$1,626,557
2016	Horry County Solid Waste Authority (SC)	Hurricane Matthew	Debris Management	$ 5,366,358
2016	Town of Briarcliffe Acres, SC	Hurricane Matthew	Debris Management	$196,831
2016	City of North Myrtle Beach, SC	Hurricane Matthew	Debris Management	$619,950

Year	Customer	Event	Type of Work	Amount
2016	Belfair Property Owners Association (SC)	Hurricane Matthew	Debris Management (Private)	$521,607
2016	City of Tybee Island, GA	Hurricane Matthew	Debris Management	$1,708,634
2016	LA Department of Transportation and Development (LADOTD), District 62	Severe Storms and Flooding	Debris Management	$1,846,034
2016	Natchitoches Parish, LA	Severe Storms and Flooding	Debris Management	$8,250
2016	Harris County Flood Control District (TX)	Severe Storms and Historic Flooding	Land and Waterway Debris Management	$1,980,246
2016	Pacific Gas and Electric (CA)	Catastrophic Event Memorandum Account (CEMA) Expanded Wood Debris Management Program	Debris Management and Hazardous Tree Mitigation	$150,000,000 (Estimated)
2015	Pacific Gas and Electric (CA)	Butte Wildfire	Tree Felling & Related Debris Removal and Reduction	$44,861,234
2015	SCDOT	Severe Storms and Flooding	Debris Management	$55,806
2014	SCDOT	Winter Ice Storm	Debris Management	$ 9,821,879
2014	Orange County, NC	Winter Ice Storm	Debris Reduction	$ 697,610
2014	City of Burlington, NC	Winter Ice Storm	Debris Management	$ 1,941,112
2014	Town of Mebane, NC	Winter Ice Storm	Debris Management	$ 206,925
2014	Town of Haw River, NC	Winter Ice Storm	Debris Management	$ 26,844
2014	Hillsborough, NC	Winter Ice Storm	Debris Management	$ 53,785
2014	Town of Elon, NC	Winter Ice Storm	Debris Management	$ 98,861
2014	Village of Alamance, NC	Winter Ice Storm	Debris Management	$ 6,543
2014	CO DOT	Flood	Debris Management	$ 7,429,000
2012	Borough of Avalon, NJ	Hurricane Sandy	Debris Management	$ 394,024
2012	Town of Brookhaven, NY	Hurricane Sandy	Debris Management	$ 6,700,086
2012	Suffolk County, NY	Hurricane Sandy	Debris Management	$ 3,826,152
2012	City of Westwego, LA	Hurricane Isaac	Debris Management	$ 44,119
2012	Terrebonne Parish, LA	Hurricane Isaac	Debris Management	$ 510,124
2012	City of Chesapeake, VA	Tornado	Debris Management	$ 132,626
2011	City of Raleigh, NC	Hurricane Irene	Debris Reduction	$ 39,600
2011	Town of Granby, CT	Hurricane Irene	Debris Management	$ 1,617,107
2011	VA DOT, Brunswick County	Hurricane Irene	Debris Management	$ 126,761
2011	VA DOT, Dinwiddie County	Hurricane Irene	Debris Management	$ 1,447,219
2011	VA DOT, Prince George County	Hurricane Irene	Debris Management	$ 1,072,955

Year	Customer	Event	Type of Work	Amount
2011	Suffolk County, NY	Hurricane Irene	Debris Reduction	$ 843,550
2011	NC DOT, Martin County	Hurricane Irene	Debris Management	$ 38,119
2011	NC DOT, Jones County	Hurricane Irene	Debris Management	$ 272,029
2011	City of Portsmouth, VA	Hurricane Irene	Debris Management	$ 204,825
2011	City of Chesapeake, VA	Hurricane Irene	Debris Management	$ 481,411
2011	City of Virginia Beach, VA	Hurricane Irene	Debris Management	$ 2,959,676
2011	City of Franklin, VA	Hurricane Irene	Debris Management	$ 157,856
2011	City of Norfolk, VA	Hurricane Irene	Debris Management	$ 443,303
2011	Ward County, ND	Flood	Debris Management	$ 494,531
2011	Joplin, MO (Sub to Weston Solutions)	Tornado	Debris Management	$ 36,120,816
2011	Monroe County, MS	Tornado	Debris Management	$ 653,214
2011	USACE – Alabama	Tornadoes	Debris Management	$ 164,682,726
2011	Wake County, NC	Tornado	Debris Management	$ 310,864
2011	City of Raleigh, NC	Tornado	Debris Management	$ 2,091,613
2010	Miller Environmental Group	Deepwater Horizon Oil Spill	Monitoring & Collection	$ 9,236,787
2009	East Baton Rouge Schools, LA	Hurricane	Debris Management	$ 105,634
2009	NC DOT	Rockslide, I-40 MM2	Debris Management & Wall Stabilization	$ 2,463,504
2009	Cherokee County, OK	Ice Storm	Debris Management	$ 1,516,437
2009	State of Kentucky	Ice Storm	Debris Removal	$ 3,439,000
2009	NC DOT	Rockslide, I-40 MM2.45	Debris Removal & Wall Stabilization	$ 9,683,880
2008	USACE - Delaware Water Gap	River Debris	Debris Management	$ 435,986
2008	City of New Roads, LA	Hurricane	Debris Management	$ 527,979
2008	Avoyelles Parish, LA	Hurricane	Debris Management	$ 627,241
2008	USACE - Louisiana	Hurricane	Debris Management	$ 984,223
2008	Pointe Coupee Parish, LA	Hurricane	Debris Management	$ 7,265,291

3) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.

3.1. EMPLOYEE TRAINING PROGRAMS

Training is the foundation of the Phillips & Jordan safety culture. Phillips & Jordan provides annual training to all personnel according to the worker's specific work process. Depending on the nature of the work, employees and subcontractors receive the following specific training:

Basic Requirements for all Supervisors:

- OSHA 30 Hour – Within 90 Days
- New Hire/Site Orientation
- Hazcom/GHS
- Standard Operating Procedures.
- Cutting Tool Training
- Serious Incident and/or Fatality Training for JSA
- Supervisor Training
- Drug Free Workplace for Supervisors – Annual training
- Spotter Training
- FIT Today

Clearing and Tree Trimming/ROW Supervisor:

- Normal Supervisory Training
- Logging Training
- EHAT
- First Aid/CPR Trained

Basic Heavy Equipment Operator Clearing and Tree Removal:

- OSHA 10 Hour
- First Aid/ CPR (For all clearing operators)
- New Hire Orientation
- Hazcom/GHS
- Mechanical Felling Training – 1910.266; Logging eTools
- Electrical Hazard Awareness Training (EHAT)
- Cutting Tool
- Spotter Training

General Laborer:

- OSHA 10 Hour
- First Aid/CPR (For all Clearing operations)
- Logging Training (Clearing operations)
- New Hire/Site Orientation
- Cutting Tool Training
- Hazcom/GHS
- Spotter Training – Job Specific

Sawman (Qualified Feller):

- OSHA 10 Hour
- First Aid/CPR
- New Hire/Site Orientation
- Cutting Tool Training
- Spotter Training
- Hazcom/GHS
- Chainsaw qualification: Either internal qualification or NATS based qualification
- Logging Training
- Electrical Hazard Awareness Training (EHAT)

Over-the-Road Truck Driver:

- New Hire/Site Orientation
- Debris hauling safety procedures
- Verification of Medical Card, CDL, and Driver File

Phillips & Jordan began years ago to develop an innovative process for providing extensive training for both employees and subcontractors specifically for emergency/disaster response so that we stand ready to respond appropriately to each new mission. Disaster-specific training covers FEMA 325 Public Assistance Debris Management Guidelines, USACE concept of operations, USACE safety, and the FEMA Public Assistance program. This team training has augmented Phillips & Jordan's impressive response history.

Employees assigned to support a debris removal mission will receive or already have received the following training, as needed:

- Ongoing safety training and briefings to field personnel
- Specialized task training as appropriate. Examples of special training programs included in a debris management safety program include, but are not limited to:
    - Loading and Hauling of C&D and Vegetative Debris
    - Tree Trimming Operations (Select Tree Removal, Leaners, Hangers and Line Clearance Tree Trimming)
    - Debris Disposal Training to Include DMS Site Set-Up and Maintenance, Vegetative Debris Grinding, Vegetative Debris Burning, Disposal Site Safety and Environmental Management
    - Residential Clean-Up Operations
    - Household Hazardous Waste - Separation Operations
    - Ineligible Waste Inspection Management
    - Project Asbestos Management
    - Traffic Control
    - Sand and Mud Operations
    - White Goods Transportation and Processing
    - Proper Work Zone Set-Up
    - Hazard Identification and Reporting Training
    - Electrical Hazard Awareness
    - Project Quality Assurance (to project quality assurance and quality control personnel)

4) The Proposer must not have a vested interest in a debris monitoring contract or contractor(s) with the City. Also, there must be no conflict of interest between the Proposer and a debris monitoring contractor(s). Proposer shall include a statement confirming the latter, including certification that neither Proposer nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal and state law.

4.1. CONFLICT OF INTEREST STATEMENT

As required, Phillips & Jordan offers certification that we do not have a vested interest in a debris monitoring contractor or contract with the City and that there is no conflict of interest between our firm and any debris monitoring contractor. Phillips & Jordan also certifies that neither he firm nor any

employee has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal and state law.

However, Phillips & Jordan has been providing disaster debris removal services for the past 41 years and has supported over 250 individual projects. Over the course of this extensive experience, we have worked with all the major debris monitoring firms currently working in the industry, as well as on projects where the entity chooses to self-perform monitoring services. We understand the expectations and requirements of performing in these business relationships well. Phillips & Jordan understands that debris monitoring firms act as a City representative, to monitor the debris removal work and assist the entity in properly documenting response and recovery operations in order to maximize Federal reimbursement.

5) Provide financial statements, in a sealed envelope, for the last two (2) complete fiscal years. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant.

5.1. FINANCIAL CAPACITY

The financial stability offered by Phillips & Jordan assures the City of our ability to manage all financial aspects of the services required for the Disaster Debris Removal Services contract. Phillips & Jordan maintains a strong financial position that allows the corporation to provide payroll services for its employees, and to pay subcontractors on a timely basis even in situations where Phillips & Jordan has not been paid by its customer.

Phillips & Jordan has experienced an overall increase in annual revenue from $93 million in 2000 to approximately $500 million in 2017. Over the past five years, the average annual revenue for the corporation was approximately $363 million. While there have been some variances in revenue between 2000 and 2017, Phillips & Jordan has experienced consistent and positive growth with regard to both its workforce and infrastructure.

Phillips & Jordan possesses “best in class” financial ratios with respect to liquidity and leverage. We maintain in excess of $120 million equity, our interest-bearing debt to equity ratio is approximately 0.2 to 1, and we have $50 million in working capital. We maintain excellent vendor relations and hold a Dun & Bradstreet rating of 5A1. Our existing working capital line of credit is $20 million with JPMorgan Chase Bank. We have placed project-specific credit facilities for as much as $100 million in recent years.

Phillips & Jordan’s current financial strength provides us with the ability to rapidly deploy the management team, equipment, personnel, and subcontractors required to effectively and efficiently execute a disaster debris management mission. Phillips & Jordan’s ability to pay subcontractors on a weekly basis without payment from the City allows us to expedite our response with the best resources possible. The first 30 to 45 days of a disaster debris management mission are challenging due to the large amount of capital outlay to finance mission operations. This challenge is addressed by Phillips & Jordan through the use of our $50 million working capital line of credit to pay necessary day-to-day mission expenses. Depending on the size of the disaster debris management mission, Phillips & Jordan may also secure a project-specific line of credit to supplement our working capital line of credit.

In response to the 2011 tornado super-outbreak in Alabama, Phillips & Jordan's U.S. Army Corps of Engineers contract was activated and we subsequently deployed resources to 24 counties in the state to perform disaster debris removal and other related activities. This catastrophic event required Phillips & Jordan to self-finance the early stages of the debris management mission. We successfully overcame this challenge by utilizing both our existing line of credit and a project-specific credit facility provided by JPMorgan Chase Bank. Over the course of the mission, Phillips & Jordan had withdrawals and re-payments of over $108 million on the credit facility which was fully paid down on September 7, 2011, approximately two months before completion of the disaster debris management mission.

Phillips & Jordan presents under separate cover our Consolidated Financial Statements for the past two years, a letter from the Phillips & Jordan Vice President of Finance & Administration verifying the accuracy of our most recent Consolidated Financial Statements, and a letter from JPMorgan Chase Bank confirming our financial capability to finance a multi-million-dollar disaster debris management project.

6) Bonding Capacity. Proposer shall provide a letter from a Surety firm affirming that Proposer has sufficient bonding capacity to provide performance and payment bonds in an amount not less than one hundred percent (100%) of the contract amount. The Surety firm shall be rated by an AM Best as to be no less than A- (Excellent). The statement of bonding capacity shall be directly form the Surety firm on its official letterhead and signed by an authorized agent of the firm.

6.1. BONDING CAPACITY

Phillips & Jordan's surety (Liberty Mutual Surety) currently has in place an aggregate bonding capacity line in excess of $1.5 billion. Our individual contract line exceeds $500 million. The current largest single surety bond outstanding is $175 million. For example, Phillips & Jordan's Hurricane Katrina performance and payment bond was initially issued for $500 million and ultimately exceeded $730 million. Phillips & Jordan's attainment of this level of bonding capacity demonstrates that we have the resources and experience to execute our contractual commitments regardless of magnitude.

A letter from J. Smith Lanier & Company, Phillips & Jordan's surety agent, confirming our bonding capacity is presented on the following page and the required bid bond is provided in Tab 1 of this proposal.

Liberty Mutual.
SURETY

Liberty Mutual Surety

Liberty Mutual Surety
13830 Ballantyne Corporate Place
Suite 450
Charlotte, NC 28277
Phone (704) 759-7300
Fax (866) 548-6575

March 22, 2018

City of Coral Gables, FL
405 Biltmore Way
Coral Gables, FL 33134

Re: Phillips and Jordan, Incorporated
Project: Disaster Debris Removal Services, RFP 2018-009

To Whom It May Concern:

The Liberty Mutual Insurance Company, Boston, MA (Phone 617-357-9500) is proud to handle have handled the bonding needs of Phillips and Jordan, Incorporated the past 11 years. The Liberty Mutual Insurance Company is an **A** "Excellent" AM Best Rated Company and are US. Treasury Listed, licensed in all states. We constantly monitor the manner in which Phillips and Jordan, Incorporated meets their construction and financial obligations to owners, subcontractors, suppliers and the credit community. We are pleased to report that Phillips and Jordan, Incorporated is an extremely strong and stable company in financial terms and handle these obligations in an exemplary manner.

While we would certainly give consideration to higher limits should specific conditions require doing so, we currently have in place for Phillips and Jordan, Incorporated a single program exceeding $150,000,000 with an aggregate exceeding $1,000,000,000 bonding line, with approximately $800,000,000 available capacity. We anticipate no problems in issuing 100% Performance and Payment Bonds for any project Phillips and Jordan, Incorporated chooses to pursue. Naturally, the execution of any final bonds will be subject to a mutually satisfactory review of the bonds, final contract terms, conditions and financing by our client and us.

Should you have questions or if we may be of assistance, please feel free to contact us.

Sincerely,

Mike Coale
Underwriting Consultant

FOR KEY PERSONNEL

1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and relevant experience of all proposed key personnel. Include resumes and specify the role and responsibilities of each team member in providing the services outlined in the RFP. Documentation submitted must clearly demonstrate key personnel's knowledge, experience, and understanding of the types of services to be performed and of federal, state, and local laws and regulations governing this work.

1. STAFFING PLAN

At Phillips & Jordan our greatest resource is our employees, from our operational managers and supervisors with years of experience who keep our crews safe and productive, our crafts who perform the work, to our corporate service teams that manage our fleet, financial and administration, information, and technology systems. We are proud to have many second and third generation employees that have chosen to build their careers with Phillips & Jordan. Phillips & Jordan currently has in excess of 1,200 employees and sufficient bench strength to provide multiple layers of redundancy to a project workforce.

1.1. EXPERIENCE AND QUALIFICATIONS OF DEBRIS MANAGEMENT STAFF

KEY FIELD MANAGEMENT PERSONNEL

Phillips & Jordan is a general contractor that employs hundreds of management, operations, and administrative personnel that currently support a wide variety of construction projects at sites located throughout the United States. All of these employees are on a job site today performing various construction management and operational functions in support of current projects. Therefore, in response to a disaster event, Phillips & Jordan has the capability to immediately re-assign personnel with disaster experience to support the response effort without affecting ongoing construction project work. For example, following Hurricane Irma's massive impact on the State of Florida in 2017, Mr. Heath Stone was managing closeout of a water resources project and helping with estimating upcoming bids for the Water Resources Group, and Mr. Eric Hedrick and was managing a hazardous tree removal project being performed by Phillips & Jordan in California. Immediately following receipt of a request for assistance from several pre-positioned contracts in Florida, both of these individuals were immediately deployed to Florida to manage the removal of hurricane-related debris removal efforts.

EXTENSIVE PERSONNEL RESOURCES

Phillips & Jordan currently has in excess of 1,200 employees and sufficient bench strength to provide multiple layers of redundancy to a project workforce.

Phillips & Jordan currently employs an extensive cadre of management and field personnel that have supported disaster debris management missions thus providing our organization with a highly qualified team to support the City during a future disaster event. Our knowledgeable and experienced workforce includes a core response group of individuals that offer demonstrated disaster response experience on multiple missions, and have numerous Federal Emergency Management Agency (FEMA), U.S. Army Corps of Engineers (USACE), and Occupational Safety and Health Administration (OSHA) certifications.

The team that would be deployed for most typical, isolated, small disaster events would only consist of an Operations Manager, several Area/Sector/Zone (ASZ) Managers, and a Field Safety Manager. However, a larger, more complex team with additional specialized expertise would be assembled and deployed for a catastrophic disaster event. Selection of the specific key personnel that would support a disaster debris management mission for the City is not realistic at this time given the fact that the timing and magnitude of a future disaster is not known. However, for a typical response scenario the team would primarily consist of individuals selected from Phillips & Jordan's core response group. Identification of the core response group members and a summary of major disaster events supported by these individuals are provided in the paragraphs that follows. Resumes for these individuals are presented in Appendix I to this proposal.

Tommy Webster - Contract Manager:
Mr. Webster offers 17 years of disaster experience and has participated in the following disaster events: (Ongoing) California Tree Debris Management Program – (2017) Hurricanes Irma and Harvey – (2016) Harris County Texas Flood, Hurricane Matthew, Multiple Louisiana Parish Flood – (2015) Hurricane Joaquin, Calaveras County California Butte Wildfire, Multiple County South Carolina Flood – (2014) City of Burlington North Carolina Ice Storm, Williamsburg/Florence County South Carolina Ice Storm – (2013) Multiple County Colorado Flood – (2012) Hurricane Sandy – (2010) Deepwater Horizon Oil Spill – (2008) Hurricane Ike – (2003) San Diego County California Wildfire, San Bernardino California Wildfire, Hurricane Isabel – (2002) Multiple County North Carolina Ice Storm.

Eric Hedrick - Project Manager:
Mr. Hedrick offers 16 years of disaster experience and has participated in the following disaster events: (2017) Hurricanes Irma and Harvey – (2016) Harris County Texas Flood, Multiple Louisiana Parish Flood – (2015) Calaveras County California Butte Wildfire, Multiple County South Carolina Flood – (2014) Williamsburg/Florence County South Carolina Ice Storm – (2013) Multiple County Colorado Flood – (2011) Alabama Spring Tornado Outbreak – (2005) Hurricanes Katrina, Rita, and Dennis – (2004) Hurricane Ivan – (2001) 9/11 World Trade Center Forensic Recovery Mission.

Dudley Orr - Project Manager:
Mr. Orr offers 21 years of disaster experience and has participated in the following disaster events: (2017) Hurricane Irma – (2016) Hurricane Matthew – (2013) U.S. Highway 441 North Carolina Rockslide – (2011) Alabama Spring Tornado Outbreak – (2009) I-40 North Carolina Rockslide – (2005) Hurricanes Katrina, Rita, and Wilma – (2004) Hurricanes Charley, Frances, and Jeanne – (2003) Hurricane Isabel – (2002) Hurricane Lili – (1996) Hurricane Fran.

Edd Satterfield - Project Manager:
Mr. Satterfield offers 21 years of disaster experience and has participated in the following disaster events: (2016) Hurricane Matthew - (2016) Harris County Flood - (2014) City of Burlington Ice Storm - (2011) City of Joplin Tornado - (2011) Hurricane Irene - (2009) I-40 Rockslide - (2005) Hurricane Katrina - (2001) Hurricane Frances - (2004) Hurricane Charley - (2004) Hurricane Ivan - (2003) Hurricane Isabel - (1999) Hurricane Floyd - (1998) Hurricane Bonnie - (1996) Hurricane Fran.

Heath Stone - Operations Manager:
Mr. Stone offers 2 years of disaster experience and has participated in the following disaster events: (2017) Hurricane Irma [Hillsborough County, Town of Belleair, Kenneth City, and Pinellas Park] – (2014) Williamsburg/Florence County South Carolina Ice Storm.

William Goodgine - Operations Manager:
Mr. Goodgine offers 3 years of disaster experience and has participated in the following disaster events: (Ongoing) California Tree Debris Management – (2017) Hurricane Harvey - (2015) Calaveras County California Butte Wildfire

Alan Carver - Operations Manager:
Mr. Carver offers 5 years of disaster experience and has participated in the following disaster events: (2017) Hurricane Irma - (2005) Hurricane Katrina - (1999) Hurricane Floyd - (1996) Hurricane Fran

Rex Wilson - Area/Sector/Zone Manager:
Mr. Wilson offers 11 years of disaster experience and has participated in the following disaster events: (2017) Hurricane Harvey – (2016) Harris County Texas Flood, Multiple Louisiana Parish Flood – (2015) Multiple County South Carolina Flood, Calaveras County California Butte Wildfire – (2013) Multiple County Colorado Flood – (2012) Hurricane Sandy, West Liberty Kentucky Tornado – (2011) City of Minot North Dakota Flood, Hurricane Irene, City of Joplin Missouri Tornado, Alabama Spring Tornado Outbreak – (2010) Deepwater Horizon Oil Spill – (2008) Hurricanes Gustav and Ike – (2007) Cherokee County Oklahoma Ice Storm – (2006) City of Buffalo New York Ice Storm – (2004) Hurricane Ivan.

Roger Hatfield - Area/Sector/Zone Manager:
Mr. Hatfield offers 2 years of disaster experience and has participated in the following disaster events: (2017) Hurricane Irma [Town of Belleair, Kenneth City, and Pinellas Park] – (2009) West Virginia Winter Storm.

Kurt Keith - Area/Sector/Zone Manager:
Mr. Keith offers 1 year of disaster experience and has participated in the following disaster events: (2017) Hurricane Irma [Town of Belleair, Kenneth City, and Pinellas Park].

Dale Joiner - Field Quality Control Manager:
Mr. Joiner offers 15 years of disaster experience and has participated in the following disaster events: (2005) Hurricanes Katrina and Wilma – (2004) Hurricanes Frances, Jeanne, Charley, and Ivan.

John West - Field Quality Control Manager:
Mr. West offers 5 years of disaster experience and has participated in the following disaster events: (2008) Hurricane Gustav – (2005) Hurricane Rita – (2004) Missouri Straight Line Winds – (2003) Hurricane Isabel.

Ryan Manning - Field Quality Control Manager:
Mr. Manning offers 4 years of disaster experience and has participated in the following disaster events: (2011) Alabama Spring Tornado Outbreak – (2007) Cherokee County Oklahoma Ice Storm – (2005) Hurricane Katrina.

Dustin Haunhorst - Field Safety Manager:
Mr. Haunhorst offers 13 years of disaster experience and has participated in the following disaster events: (2017) Hurricane Irma – (2016) Harris County Texas Flood – (2015) Calaveras County California Butte Wildfire – (2012) Hurricane Sandy, West Liberty Kentucky Tornado – (2011) Alabama Spring Tornado Outbreak, City of Joplin Missouri Tornado, Hurricane Irene, City of Minot North Dakota Flood – (2008)

Hurricane Ike – (2007) Cherokee County Oklahoma Ice Storm – (2006) City of Buffalo New York Ice Storm – (2005) Hurricanes Katrina, Wilma, and Dennis – (2004) Hurricane Ivan.

Gene Taylor - Field Safety Manager:
Mr. Taylor offers 9 years of disaster experience and has participated in the following disaster events: (2013) U.S. Highway 441 North Carolina Rockslide – (2011) Alabama Spring Tornado Outbreak – (2010) Deepwater Horizon Oil Spill – (2008) Hurricanes Gustav and Ike – (2005) Hurricanes Katrina and Rita – (2004) Hurricane Ivan.

J.W. Culbreth - Field Safety Manager:
Mr. Culbreth offers 8 years of disaster experience and has participated in the following disaster events: (2016) Hurricane Matthew – (2011) Alabama Spring Tornado Outbreak, City of Minot North Dakota Flood – (2007) Cherokee County Oklahoma Ice Storm – (2005) Hurricanes Katrina and Rita – (2004) Hurricane Ivan.

Wade Cutshaw - Field Safety Manager:
Mr. Cutshaw offers 4 years of disaster experience and has participated in the following disaster events: (2017) Hurricane Irma [Hillsborough County and Pinellas Park], Hurricane Harvey – (2011) Alabama Spring Tornado Outbreak – (2010) Deepwater Horizon Oil Spill.

David Haney - Field Safety Manager:
Mr. Haney offers 3 years of disaster experience and has participated in the following disaster events: (2011) Hurricane Irene, Raleigh North Carolina Tornado – (2009) Multiple County Kentucky Ice Storm.

CORPORATE RESOURCE PERSONNEL

In addition to the core response group discussed in the previous section, Phillips & Jordan corporate resource personnel that would also support execution of a disaster debris management mission for the City are listed below. Resumes for these individuals are also presented in Appendix I to this proposal.

Steve Thompson - Corporate Environmental, Safety & Health Manager:
Mr. Thompson has been employed by Phillips & Jordan since 1990 and offers 22 years of disaster experience. He is responsible for the overall management of Phillips & Jordan's health and safety program, develops and administers policies and procedures regarding employee safety, investigates project accidents and develops preventative measures, and monitors safety programs implemented by subcontractors. Mr. Thompson served as the primary safety manager for the World Trade Center Staten Island Landfill Forensic Recovery Mission, and for recovery efforts associated with Hurricanes Katrina (2005), Gustav & Ike (2008), Irene (2011), and the tornadoes that occurred in Alabama and Joplin, Missouri (2011). To varying degrees, he has supported every disaster contract activation that Phillips & Jordan has managed over the past 22 years.

Mike Teem - Disaster Quality Control Manager:
Mr. Teem has been employed by Phillips & Jordan since 1997 and offers 20 years of disaster experience. He has high-level oversight to project controls including job tracking, work order scheduling, crew allocation, daily and weekly production reporting, and job closeout auditing functions for the project. Mr. Team will oversee the field quality management personnel to ensure compliance with quality control

requirements, managing resource allocation, field data auditing, crew scheduling, production tracking and reporting. He was the Quality Control Manager for all debris removal activities associated with the 2011 tornado outbreak in Alabama, and for debris removal within Sector 1 - New Orleans following Hurricane Katrina from September 2005 to September 2007. Other notable disaster events supported by Mr. Teem have included Hurricanes Bonnie (1998), Floyd (1999), Lily (2002), and Isabel (2003), as well as the removal of over 100,000 trees in Southern California infested with bark beetles (2003 - 2005).

Clint Stephens - Lead Contract Administrator:
Mr. Stephens has been employed by Phillips & Jordan since 2005 and offers 13 years of disaster experience. He is responsible for the financial aspects of contract administration. Relative to disaster recovery projects, Mr. Stephens manages administrative functions including contract compliance, data processing, reporting, audit response, billing, and subcontractor payments. He also oversees management of field data collection, cost reporting and cost allocation, financial claim resolution, invoicing/billing processes, contract closeout, and other required group support and management. Notable disaster events supported by Mr. Stephens have included Hurricanes Katrina (2005), Rita (2005), Gustav & Ike (2008), the tornadoes that occurred in Alabama (2011), Hurricane Sandy (2012), the South Carolina Ice Storm (2014), and the Butte Wildfire (2015).

1.2. QUALIFICATIONS OF SUBCONTRACTORS

PRE-POSITIONED SUBCONTRACTORS

During our 41-year history of providing disaster debris management services, Phillips & Jordan has established long-term relationships with a highly qualified group of key pre-positioned subcontractors that have provided equipment and manpower for numerous disaster debris management missions previously completed by Phillips & Jordan. In order to ensure the readiness of these subcontractors to immediately mobilize in response to a disaster event, Phillips & Jordan has executed enforceable master subcontracts for disaster response services with each of our key pre-positioned subcontractors – rather than just letters of commitment.

In addition to disaster-related projects, many of our key pre-positioned subcontractors provide support to Phillips & Jordan for construction projects that are conducted on a year-round basis. The ongoing relationship between Phillips & Jordan and our key pre-positioned subcontractors provides the advantages of established lines of communication, a full understanding of each team member's core capabilities and approach to conduct of operations, and the necessary manpower and equipment to address any size disaster event.

A listing of Phillips & Jordan's key pre-positioned subcontractors is provided in the table that follows, and a copy of the current Master Subcontract for Disaster Response Services for each company can be provided upon request.

	Hurricane Irma (2017)	Hurricane Harvey (2017)	Hurricane Matthew (2016)	Louisiana Historic Flooding (2016)	Texas Tax Day and Memorial Day Floods (2016)	Butte Wildfire (2015)	South Carolina Flooding (2015)	South Carolina Ice Storm (2014)	Colorado Flooding (2013)	Hurricane Isaac (2012)	Hurricane Sandy (2012)	Raleigh, NC Tornado (2011)	Alabama Tornado Super-Outbreak (2011)	Joplin, MO Tornado (2011)	Hurricane Irene (2011)	Cherokee County/Tahlequah Ice Storm (2009)	Hurricanes Gustav & Ike (2008)	Buffalo, NY Ice Storm (2006)	Hurricane Katrina (2005)	Hurricane Rita (2005)	Hurricane Wilma (2005)	Hurricanes Frances & Jeanne (2004)	Hurricane Charley (2004)	Hurricane Ivan (2004)
BKW, Inc. (FL)	X			X	X	X			X	X	X	X	X	X		X		X	X	X		X		X
Bush Construction and Disaster Company (FL)												X	X				X		X		X	X	X	
Cheoah Construction Company, Inc. (NC)													X											
Drewery Construction Company, Inc. (TX)			X	X							X		X	X				X	X	X	X	X	X	X
EE&G Disaster Response, LLC (FL)															X				X	X	X	X		
Grillot Construction, LLC (LA)	X	X																						
Hensley R. Lee Construction, Inc. (MS)													X											
H&R of Belle Glade, LLC (FL)													X		X		X		X		X	X		
Lane Hauling & Excavating (TN)													X									X	X	X
Metrolina Landscape Company, Inc. (NC)	X												X						X		X			X
MLU Services, Inc. (GA)													X						X	X		X	X	X
Optimum Services, Inc. (FL)	X		X													X	X		X	X	X	X		X
Orr Industries, LLC (FL)	X																							
Parkman Tree Service (SC)			X				X						X				X		X	X				
Rio-Bak Corporation (FL)	X		X					X					X		X		X		X		X	X		
Selco Construction (VA)		X																						
Siboney Contracting Co. (FL)	X			X		X							X											
Terry Bucks Contracting, LLC (GA)			X	X																				
Terry Tree Service South, LLC (NY)	X		X			X					X		X	X	X		X	X	X	X	X	X	X	X
Thunder Disaster Services, Inc. (NC)	X		X				X	X			X	X	X	X	X	X		X	X	X	X	X	X	X
Tiger Bayou, Inc. (LA)		X		X									X				X		X	X				
UPE Resources, Inc. (CA)						X																		

PRE-REGISTERED SUBCONTRACTORS

In order to ensure maximum local participation during a future disaster event that impacts the City, and ensure full compliance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Phillips & Jordan maintains a database of pre-registered subcontractors located through the United States to supplement the resources offered by Phillips & Jordan and our key pre-positioned subcontractors. At the present time Phillips & Jordan has pre-registration information on file for 3,411 subcontractors located in the State of Florida.

The pre-registration process allows Phillips & Jordan to confirm equipment suitability and readiness, verify insurance policies are sufficient and current, review financial and safety performance, and execute subcontractor agreements. Completing these tasks in advance of a disaster event allows Phillips & Jordan to execute disaster debris management missions in a timely and coordinated manner and provides the City with the opportunity to approve or disapprove potential subcontractors before they commence operational work assignments

PROPOSED SUBCONTRACTORS

Phillips & Jordan anticipates that approximately 60% of the work performed during a disaster debris management mission would be subcontracted in the event of a contract activation. The following table lists key pre-positioned subcontractors that could support Phillips & Jordan under Master Work Orders for debris removal, tree and stump removal, vegetative debris reduction, and environmental services as part of the City disaster debris management mission. Phillips & Jordan's intent is to distribute work evenly among all subcontractors. Regardless of the level of subcontractor participation, Phillips & Jordan will ensure that all required manpower and equipment is deployed to meet the specific needs of any debris management contract activation.

Company Name	Address	Designation	Type of Work
Basulto Management Consulting, Inc.	467 Sunset Drive Hallandale Beach, FL 33009	DBE, SBE	Hauling
BKW, Inc.	5607 Duval Street Pensacola, FL 32503	WBE	Hauling
Bush Construction and Disaster Co.	P.O. Box 1825 Auburndale, FL 33823	None	Hauling
Cheoah Const. Co. Inc.	P.O. Box 1248 Robbinsville, NC 28771	HZ, SBE, WBE	Hauling
Contractor Support Services, Inc.	12773 West Forest Hill Blvd. Suite 208 Wellington, FL 33414	MBE, SBE	Hauling
Drewery Construction Co, Inc.	902 SE Stallings Drive Nacogdoches, TX 75964	None	Hauling
EE&G Disaster Response, LLC	5751 Miami Lakes Drive Miami Lakes, FL 33014	None	ENV

Company Name	Address	Designation	Type of Work
Grillot Construction, LLC	2608 Engineers Road Belle Chase, LA 70037	None	Hauling
Hensley R. Lee Cont. Inc.	311 Acorn Lane Picayune, MS 39466	HZ, SDB, VO	Hauling
H & R of Belle Glade, LLC	PO Box 264 Belle Glade, FL 33430	HZ, MBE, SBA	Hauling
Lane Hauling & Excavating	P.O. Box 1 Clarkrange, TN 38553	HZ, SDB, WBE	Hauling
Metrolina Landscape Co, Inc.	309 Morningside Road Charlotte, NC 28214	None	Hauling
MLU Services, Inc.	573 Hawthore Avenue Athens, GA 30606	MBE, SDB, WBE	Hauling
Optimum Services, Inc.	208 N. Parrot Avenue Okeechobee, FL 34974	HZ, SBE, VO	Hauling
Orr Industries, LLC	32608 2nd Avenue San Antonio, FL 33576	WBE, SBE	Hauling
Parkman Tree Service	P.O. Box 75 Lancaster, SC 29721	SBE	Hauling
Rio-Bak Corporation	12773 W. Forest Hill Blvd, # 210 Wellington, FL 33414	SBE (Federal)	Hauling
Selco Construction	14675 Industrial Park Rd Bristol, VA 24202	None	Hauling
Siboney Contracting Co.	1000 S. Blvd, Ste 300 West Palm Beach, FL 33405	MBE	Hauling
Terry Bucks Contracting, LLC	2595 Gillsville Hwy Gainesville, GA 30507	None	Hauling
Thunder Disaster Services, Inc.	18001 Great Smoky Mt Exp Waynesville, NC 28786	VO, WBE	Hauling
Terry Tree Service South, LLC	225 Ballatyne Road Rochester, NY 14623	None	Hauling
Tiger Bayou, Inc.	P.O. Box 685 Port Allen, LA 70767	SBE	Hauling
UPE Resources, Inc.	22605 E. La Palma Ave. #509 Yorba Linda, CA 92887	VO	Hauling

DBE: Disadvantaged Business Enterprise | HZ: HubZone | SBA: Small Business Administration-Certified | SBE: Small Business Enterprise | SDB: Small Disadvantaged Business | MBE: Minority-Owned Business Enterprise | VO: Veteran-Owned Business | WBE: Woman-Owned Business Enterprise

2) Provide an organizational chart of all key personnel that will be used.

2.1. PROJECT MANAGEMENT

MANAGEMENT STRUCTURE

The management structure utilized by Phillips & Jordan for the execution of disaster debris management missions is illustrated on the following page, and depicts the positions that would be required for response to a typical isolated small disaster event. However, the management structure may be expanded or contracted depending upon the severity and/or size of a given disaster event.

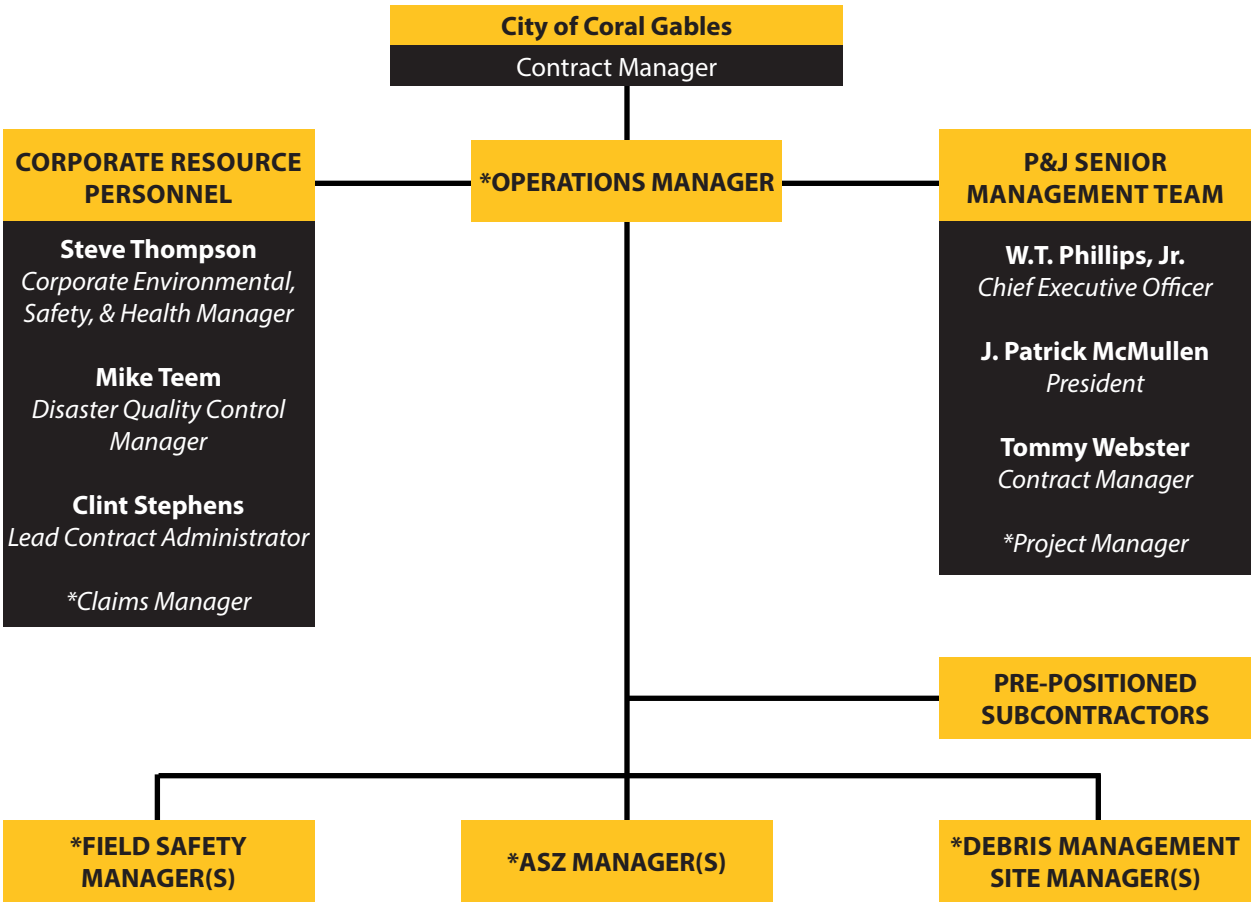
The Phillips & Jordan management structure is designed to provide superior and seamless support to the City, and is based on a simple integrated organization with clear lines of authority, communication, responsibility, and accountability designed to minimize administrative costs and maximize customer responsiveness. Phillips & Jordan's management structure is also designed to facilitate quick decisions and rapid responses to changing customer requirements, and to assure the highest quality of service possible.

PROJECT TEAM ORGANIZATION

Phillips & Jordan's management structure is designed to facilitate quick decisions and rapid responses to changing customer requirements, and to assure the highest quality of service possible.

The project management team is led by an Operations Manager who has the necessary control and autonomy to coordinate resources and align contract activities for the successful completion of all assigned tasking. The Operations Manager provides management staff supervision and work control for all activities assigned under the contract. This approach assures that our Operations Manager is fully accountable for all assigned work, has a direct interface with team personnel to facilitate information exchange, and has the authority to allocate resources based on the requirements and complexity of the assignment. The autonomy granted to the Operations Manager is beneficial to the City in that all team communications and work assignments are managed through a single point of accountability.

Upon activation of the contract by the City, Phillips & Jordan's President, in coordination with Phillips & Jordan's senior management, selects an Operations Manager for the project who is deployed to the disaster location. The assigned Operations Manager subsequently selects other disaster qualified Phillips & Jordan management and support personnel necessary to support the various field elements of the disaster debris management mission.



** Denotes positions assigned at the time of contract activation or during mobilization phase.*

After being deployed to the field, the Operations Manager is responsible for coordinating project operations, ensuring compliance with contract specifications and established work plans, and has the authority to commit Phillips & Jordan resources for all assigned tasking. This individual is also responsible for oversight of field work performed by subordinate management staff that are deployed in response to a disaster event including some or all of the following: ASZ Managers, Field Safety Managers, Field Quality Control Managers, Equipment Certification Specialists, Logistics Managers, Temporary Debris Storage and Reduction Site (TDSRS) Managers, and Environmental Compliance Specialists.

In addition to Phillips & Jordan's understanding of the management structure required to efficiently perform a disaster debris management mission, we also offer experience related to staffing of project management teams for simultaneous disaster events.

2.2. PROJECT TEAM ROLES & RESPONSIBILITIES

The roles and responsibilities fulfilled by key Phillips & Jordan field personnel during a disaster debris management mission include, but are not limited to, those presented below. The responsibilities

associated with each role may vary depending upon the unique needs and circumstances of the disaster debris management mission. As noted previously, the team deployed for most typical isolated small disaster events would only consist of an Operations Manager, several ASZ managers, and a Field Safety Manager.

Operations Manager: Coordinates mission operations, oversees development of mission-specific plans, assists with identification of potential TDSRS sites and alternative disposal/recycling options, provides mission progress reports, conducts mission planning meetings, ensures compliance with contract requirements and specifications, and serves a prime mission liaison to the City.

ASZ Manager: Coordinates mission operations at the area, sector, or zone level; assists with development of task-specific operational and geographic area management plans; provides task progress reports; supervises crew foremen; and implements assigned quality control program requirements.

Field Safety Manager: Coordinates implementation of the mission Environmental, Safety & Health program; assists with development of task-specific and/or site-specific health and safety plans and activity hazard analyses; performs training, inspections, and accident/incident investigations; supervises environmental compliance specialists; and serves as a liaison to City and other stakeholder safety representatives.

Field Quality Control Manager: Coordinates implementation of the mission quality control program, assists with development of task-specific quality control plans, ensures that Automated Debris Management System technology is properly deployed and functioning, and serves as a liaison to City and other stakeholder quality representatives.

Equipment Certification Specialist: Performs safety inspection of debris hauling vehicles, measures debris haul truck capacity, and completes vehicle/equipment registration forms.

Logistics Manager: Ensures that safety and environmental control equipment and supplies are available, ensures that mobile communication devices are available and comply with requirements and restrictions, coordinates operational equipment fuel supplies, identifies and oversees preparation of personnel/equipment staging areas, oversees processing of operational personnel reporting to the mission, assigns living quarters if required, and ensures the validity of Commercial Driver's Licenses (if applicable).

TDSRS Manager: Coordinates operations at TDSRSs, assists with development of TDSRS operational plans, supervises debris separation and reduction crews, ensures proper containment and categorization of hazardous material discovered in the debris stream, ensures adherence to safety work rules and environmental monitoring guidelines, oversees loading of reduced debris for transport to final disposal location, ensures debris haul vehicles are loaded in compliance with mission requirements, and implements assigned quality control program requirements.

Environmental Compliance Specialist: Manages special waste operations including waste segregation and Household Hazardous Waste collection and transportation, oversees processing of collected white goods, implements special waste health and safety monitoring, ensures adherence to environmental monitoring guidelines, and implements assigned quality control program requirements.

Crew Foreman: Supervises operations at a specific site, ensures adherence to safety work rules and environmental monitoring guidelines, oversees loading of debris for transport to TDSRSs, ensures debris haul vehicles are loaded in compliance with mission requirements, and implements assigned quality control program requirements.

Claims Manager: Addresses all claims and/or complaints; meets with the property owner and inspects any damage; facilitates a resolution agreement and claim release with the property owner; and coordinates the distribution of a claims report to the City on a regular basis as dictated by contractual reporting requirements.

Tab 3: Project Understanding, Proposed Approach, and Methodology

1) Describe in detail, your approach to perform the services and tasks solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, strategies for assuring assigned work is completed on time, communication with City staff, and how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.

1.1. PROJECT UNDERSTANDING

Phillips & Jordan understands that disaster response can be a costly yet necessary expense that can often be unforeseen, appear quickly, and overwhelm the resources of local communities. For this reason, the City of Coral Gables (City) wishes to establish a pre-positioned contract with an experienced firm to manage the removal, reduction, and disposal of disaster-generated debris in the event that the City is effected by a disaster.

Phillips & Jordan stands ready to assist the City in addressing the daunting task of disaster response. Our extensive past experience providing similar services throughout Florida, along the U.S. Atlantic Coastline, and across the nation over the past 41 years is testament to our ability to support the City's unique debris management needs. Our proven project approach is scalable to meet the individual needs of our clients who are faced with varying circumstances associated with each disaster type. Furthermore, Phillips & Jordan understands the importance of ensuring compliance with federal, state, and local laws and regulations to maximize the City's reimbursement from available federal grant sources and minimize the City's cost for response and recovery services.

Phillips & Jordan is an established and experienced debris management firm that offers the City the following key qualifications and capabilities:

- We are committed to assisting the City if the need for debris management services should arise.
- We are knowledgeable of applicable laws and regulations.
- We understand how to manage debris removal in the most efficient and effective manner.
- We have the financial, equipment, and personnel resources to manage a disaster response mission regardless of magnitude.

1.2. ABILITY TO PERFORM

Phillips & Jordan has access to extensive equipment and personnel resources throughout the State of Florida, both in-house and through our network of subcontractors, which can be used to support immediate response efforts following a debris-generating event, as needed. The following key points ensure Phillips & Jordan's resource availability:

- Over $120 million in equity, interest-bearing debt to equity ratio of approximately 0.2 to 1, $50 million in working capital, and an aggregate bonding capacity line in excess of $1.5 billion with an individual contract line exceeding $500 million.

- Over 100 management and field personnel that have supported disaster debris management missions.

- An extensive cadre of management and field personnel that have supported disaster debris management missions thus providing our organization with a uniquely qualified team to support the City during a future disaster event. This highly qualified and experienced workforce includes a core response group of individuals that offer demonstrated disaster response experience on multiple missions, and have numerous Federal Emergency Management Agency (FEMA), U.S. Army Corps of Engineers (USACE), and Occupational Safety and Health Administration (OSHA) certifications.

- Regional office located in Zephyrhills, Florida that employs over 200 full time personnel who could potentially support the immediate needs of a debris management effort.

- Extensive fleet of company-owned production and related support equipment.

- Network of regional equipment rental vendors underpinned by national accounts with numerous heavy equipment manufacturers that are capable of providing supplemental equipment to fill any equipment gaps.

- Proven history of meeting the equipment needs for a diverse range of projects, and resources to provide the necessary equipment quickly and economically.

- Long-term relationships and executed enforceable master subcontracts for disaster response services with a highly qualified group of key pre-positioned subcontractors that have provided man-power and equipment for previous Phillips & Jordan disaster debris management missions.

- Database of pre-registered subcontractors, including 3,411 located in the State of Florida.

1.3. TEAM AND CUSTOMER COMMUNICATION

During execution of the disaster debris management mission, communication with Phillips & Jordan team members and City emergency management staff will be accomplished using the Emergency Communications Documentation Schedule presented in the following table. This schedule can be augmented with a written Debris Management Operations Emergency Communication Plan that will be prepared by Phillips & Jordan at the beginning of the disaster debris management mission.

Type of Information	Purpose of Communication	Prepared or Chaired By	Distribution List or Participants	Frequency	Transmittal Method
Debris Management Operations: Phases I and II ***Anticipated Project Scope and Plan***	To articulate potential impact of event on infrastructure, review roles/responsibilities, potential risk, contractor notification and deliverables, schedule, staffing, communication, and documentation.	Public Works Director and/ or Client Debris Manager	Public Works Director and Assistant Directors, Client Debris Manager and Debris Operations Staff and/or Authorized Representative, and Phillips & Jordan staff	Pre-event, Day 3, Day 2, Day 1	Pre-event Action List, Email

Type of Information	Purpose of Communication	Prepared or Chaired By	Distribution List or Participants	Frequency	Transmittal Method
Debris Management Operations: Phase I ***Project Schedule***	Document and monitor key tasks, milestones and assigned resources	Public Works Director and/ or Client Debris Manager	Public Works Director and Assistant Directors, Client Debris Manager and Debris Operations Staff and/or Authorized Representative, and Phillips & Jordan staff	As needed	Email
Debris Management Operations: Phase I ***FEMA/LDEQ Kick Off Meeting***	The FEMA kick-off meeting is used to notify applicants of available grant programs (PA) clarify requirements for documentation.	Client Debris Manager	Public Works Director and Assistant Directors, Client Debris Manager and Debris Operations Staff and/or Authorized Representative, and Phillips & Jordan staff	Once, typically 1-2 weeks post event, prior to preliminary damage assessment with the State and FEMA	Meeting, Email
Debris Management Operations: Phase II ***Project Meeting***	Communicate Risk, issues, resource concerns, schedule, deliverables, milestones, etc.	Client Debris Manager	Public Works Director and Assistant Directors, Client Debris Manager and Debris Operations Staff and/or Authorized Representative, and Phillips & Jordan staff	Monthly	Meeting, Email
Debris Management Operations: Phase II ***Operations Meeting and Project Status Reporting***	Report project status, including significant accomplishments, issues, costs, project progress, milestones, status, risks, and issues, etc.	Phillips & Jordan and/or Client Debris Manager or Authorized Representative	Public Works Director and Assistant Directors, Client Debris Manager and Debris Operations Staff and/or Authorized Representative, and Phillips & Jordan staff	Daily, distributed prior to the Daily Contractor Meeting	Meeting, Email
Debris Management Operations: Phase II ***Change Requests***	Communicate, receive approval and document status of all change requests.	Phillips & Jordan and/or Client Debris Manager Authorized Representative	Public Works Director and Assistant Directors, Client Debris Manager and Debris Operations Staff and/or Authorized Representative, and Phillips & Jordan staff	As needed	Email, Meeting
Debris Management Operations: Phase II ***Daily Contractor Status Meeting***	Report project progress, milestones, status, risks, and issues, etc.	Phillips & Jordan and/or Client Debris Manager Authorized Representative	Client Debris Manager and Debris Operations Staff and/or Authorized Representative, and Phillips & Jordan staff	Daily for the first 10 days of project or as needed and requested	Email, Meeting

1.4. PHILLIPS & JORDAN CODE OF ETHICAL CONDUCT

Phillips & Jordan has established a formal policy to maintain the highest ethical standards for its employees, and to ensure compliance with all applicable laws, rules, and regulations. In order to ensure

that Phillips & Jordan operates pursuant to this policy, the company has established a Code of Ethical Conduct which incorporates the following general implementation rules:

- All employees must comply with the Code and any officer, director, or employee violating the Code will be subject to discipline which may include demotion or dismissal.
- All employees have a duty to report to the Corporate Compliance Officer all suspected violations of the Code or other potentially unethical behavior by anyone including officers, directors, employees, agents, customers, prime contractors, subcontractors, and suppliers.
- Employees in management positions are personally accountable for their own conduct and for the conduct of those that report to them. Management employees are expected to inform their direct reports about the Code, and to take all necessary steps to ensure compliance with the Code.
- No employee has the authority to direct, participate in, approve, or tolerate any violation of the Code.

2) Describe in detail Proposer's Mobilization/Operation Plan. The plan must include, but not be limited to the following:

a. Proposer's mobilization/operation procedures following a disaster event.

b. Breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish Debris Management Sites (DMS), and to mobilize subcontractors.

c. Breakdown of the manpower (position titles and number of support personnel) and available equipment (type of loaders, aerial lifts and transport vehicles etc.) that will be assembled during each phase (Initial Deployment, Emergency Push/Road Clearance, Debris Removal, Debris Management Sites (DMS) Operations including provisions for recycling debris, Demolition of Structures and Optional Services etc.).

d. Plan for Debris Management Sites (DMS) that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc. The plan must address any applicable State and Federal laws and regulations.

2.1. GENERAL OPERATIONS PLAN - INTRODUCTION

The following Debris Management General Operations Plan addresses the technical requirements outlined within the bid documentation published by the City and incorporates Phillips & Jordan's standard protocols and procedures implemented for disaster debris management missions. This plan is scalable and can be adjusted to meet the needs of our clients based upon their unique needs following a disaster regardless of magnitude.

Phillips & Jordan will work closely with the City to establish a detailed project-specific work plan to include establishing geographic work areas (zones), sequencing of the removal of the various categories

of debris, and the frequency of passes for each type of debris. Developing this plan in advance of an event can help to facilitate an efficient and organized debris removal effort. Upon contract activation, the Phillips & Jordan project team will hold daily and weekly meetings with the City and the City's monitoring firm (and representatives of regulatory agencies, if necessary) to establish and regularly update the work plan including approved work areas and required number of passes. This plan will also serve as a tool that can be used by the City's Public Information Officer to develop public information notices regarding the progression of debris removal.

The general mobilization and operations approach utilized by Phillips & Jordan reflects our collective past experience gained from responding to natural disasters that have occurred throughout the United States over the past 41 years. Examples of recent major disasters for which Phillips & Jordan has implemented this general mobilization and operations approach to successfully accomplish disaster debris management include Hurricanes Harvey and Irma (2017), Hurricane Matthew (2016), multiple flooding events in Texas and Louisiana (2015-2016), a major North Carolina/South Carolina ice storm event (2014), Hurricane Sandy (2012), the historic tornado super-outbreak in Alabama (2011), and the EF-5 tornado that devastated Joplin, Missouri (2011).

2.2. POST-AWARD AND PRE-EVENT COORDINATION

Following contract award to Phillips & Jordan, members of our senior disaster debris management team will arrange to conduct a post-award teleconference with City representatives. During this teleconference key elements of the City's disaster response preparedness will be discussed including, but not limited to, proposed equipment staging areas and Temporary Debris Storage and Reduction Sites (TDSRSs), area landfills authorized to receive debris for final disposal, identification of points of contacts for stakeholders that would participate during a disaster response (public works department, City administration offices, local power companies, etc.), and educational enhancements required by the City to increase its disaster response preparedness.

2.3. PRE-EVENT PLANNING AND TRAINING

Phillips & Jordan takes an active role in planning for an efficient and cost effective response and recovery effort for all of our clients. We invest resources each year to help maintain operational response plans and identify potential gaps. Phillips & Jordan can assist in preparing a State/FEMA-approved Debris Management Plan that will allow the City to obtain additional federal grant funds and ensure a successful recovery for the City following a disaster.

As the designated debris removal contractor for the City, Phillips & Jordan will coordinate with City officials to verify the specific needs of the City regarding training and planning schedules. Specifically, we will immediately coordinate the following:

- Planning for preliminary TDSRS selections.
- Review and update debris collection zone maps.
- Review and update of primary road clearance routes.
- Local subcontractor coordination.
- Hazardous waste handling.
- Potential beach and shoreline restoration criteria and current permitting requirements.
- Force account documentation evaluation and recommendations.

Phillips & Jordan will provide an annual training for the City's emergency response team regarding current federal, state and local guidelines and regulations. We will customize this annual training based on the City's specific needs for information regarding all phases of emergency management. Phillips & Jordan will coordinate with City emergency management staff regarding criteria, agenda, and scheduling. Phillips & Jordan would also welcome the opportunity to participate in the City's emergency preparedness training events and exercises. This allows City staff and Phillips & Jordan staff the opportunity to interact in a non-event environment and encourages open and informative exchange of ideas, expectations, and common goals that will assist in planning for a successful recovery effort. It is Phillips & Jordan's belief that these are all necessary tools to prepare the City's entire emergency management team for response to a future disaster.

In addition, Phillips & Jordan has the capability to conduct pre-event out-reach and training programs in coordination with the City. These are aimed at local subcontractors/vendors/ suppliers and their personnel to strengthen local business participation and to develop a unified team in the event disaster does strike. Previous training of this nature has been beneficial in improving the coordination of the response and recovery effort, as well as improving the overall efficiency and effectiveness of these efforts.

2.4. PRE-EVENT COORDINATION

Phillips & Jordan will initiate pre-event communication with the City during teleconferences conducted at intervals of 96 hours, 48 hours, and 24 hours prior to the anticipated landfall of a hurricane (the most likely disaster event for which contract activation would be required).

During these teleconferences the team will review the availability and preparation of TDSRSs for post-event operations, discuss details of Phillips & Jordan's mobilization approach based on the anticipated severity of the storm, and discuss pre-positioning of resources needed for event response. During this time period Phillips & Jordan will also activate its pre-positioned subcontractors and vendors that will support the disaster recovery effort. In addition, Phillips & Jordan will assist with other pre-planning efforts including:

- Identification of the location to be used for check-in of personnel and equipment.
- Refinement of the debris volume estimate based on anticipated storm conditions.
- Development of recommended debris segregation guidelines for the general public.
- Development of a sectoring plan for management of debris crews and communication with the general public regarding progress and scheduled passes.
- Coordination with the Debris Monitoring Firm retained by the City.
- Coordination with stakeholders and FEMA.

2.5. PRELIMINARY DAMAGE ASSESSMENT

Phillips & Jordan has found it favorable for both our clients and our operations managers to be involved and participate in preparations prior to an event, and in the initial damage assessment (IDA) immediately following an event. Phillips & Jordan has experienced staff that can assist in training City staff on how to perform an IDA that will collect and document the information that will later be required to validate the threshold of damages. Proper documentation during the IDA is critical to providing validation during the preliminary damage assessment that will also involve FEMA and the Florida Emergency Management

Division. Being aware of the relevant thresholds (2018 state threshold for Florida is $27,449,913 and the 2018 county threshold for Miami-Dade County is $9,186,881) is helpful to understanding the likelihood of a Federal Disaster Declaration and to knowing when to move forward with debris management task orders. Phillips & Jordan's clear understanding of the requirements of the declaration process will be valuable to the City during this process if an event does occur

2.6. PRE-POSITION OF RESOURCES

Approximately 24 hours prior to hurricane landfall (again the most likely disaster event for which contract activation would be required), Phillips & Jordan will pre-position personnel near tthe predicted path of the event, but out of harm's way. At the request of the City, the Phillips & Jordan Operations Manager will be deployed within 12 hours following a notification of need to the designated Emergency Operations Center to assist with pre-planning coordination. When activated by the City to begin debris operations, the Operations Manager will remain on the jobsite until project closeout and will be on call and available to City representatives on a 24/7 basis.

Phillips & Jordan will also pre-position our own equipment and key pre-positioned subcontractors equipment as required. Phillips & Jordan's preference is to utilize as many local qualified subcontractors and vendors as possible to support the debris management mission. In order to maximize local participation, Phillips & Jordan will identify potential subcontractors and vendors based in and around the City as part of our post-award activities. Furthermore, Phillips & Jordan has existing agreements in place with key pre-positioned subcontractors that have over 180 combined years of experience working with Phillips & Jordan and understand the importance of having personnel and equipment ready to quickly and efficiently respond to debris management work assignments. Equipment from both local and key pre-positioned subcontractors and vendors will be pre-positioned so that it is ready for deployment following arrival of the event.

2.7. DEBRIS ESTIMATION & RESOURCE PLANNING

Phillips & Jordan uses the USACE Hurricane Debris Estimating Model to estimate the magnitude of debris generated from an event and assist with developing a project-specific response strategy to an actual or potential debris-generating disaster event. The development of this response strategy involves assimilating information that is specific to the City's demographics and geographic characteristics as related to hazard vulnerability, potential impact, and frequency of a variety of natural disasters. The primary factor used by the model to estimate storm generated debris is the total number of households in a developed urban/suburban area. Other factors utilized are cubic yards of debris generated per household per storm category, vegetative cover, commercial density, and precipitation.

The household debris component includes debris generated from damage to the house including contents and surrounding shrubs/trees. Vegetative cover includes all trees/shrubbery and other debris that is placed on public right-of-ways (ROWs) for collection by the debris removal contractor. Commercial density includes construction and demolition (C&D) debris generated by damage to businesses and industrial facilities. Commercial facilities should have insurance to cover damages to the structure and is not typically eligible for removal by the debris removal contractor. The heavier the commercial density the less vegetative debris. The amount of precipitation generated by a storm has a direct relationship on debris quantities. Very wet storms will cause ground saturation increasing tree fall from hurricane generated winds.

The model results provide a frame of reference that enables us to anticipate the resources needed to execute an effective and efficient response to the event. Phillips & Jordan validates the model results based on industry standards and guidance, and our own knowledge and understanding gained from 38 years of experience providing debris management services and after-action evaluations of data and results. The model results are then used to calculate project-specific resource needs that are incorporated into the response plan.

Phillips & Jordan understands, from past debris management missions, that the average effective cubic yards hauled per load (over the total project) is between 35 and 38 cubic yards. Experience has also shown that each truck needs to complete at least 10 loads per day to be effective. If during project execution it is observed that this number of loads per day is not being met, the response plan is adjusted. If the TDSRSs are located long distances from the debris collection areas, Phillips & Jordan will identify TDSRSs that are closer to reduce the haul distance. If trucks cannot locate enough debris to make 10 loads per day, the number of trucks will be reduced.

In addition to the trucks meeting their daily number of loads, it is critical to recognize when the configuration of the loading crews require adjustment. The ideal production ratio of loading crews to trucks averages 1:5; however, constant field awareness and adjustment is required to determine the most effective configuration. Unless specific project requirements dictate otherwise, Phillips & Jordan typically conducts hauling operations during a 120-day period thus allowing 60 additional days to complete any reduction/recycling activities and TDSRS restoration to comply with the FEMA Category A 180-day allowable project duration.

It is important to remember that the USACE Hurricane Debris Estimating Model is a planning tool, not a definitive quantifier, and experience has proven that each disaster event has its own unique finger print with its own set of unique challenges. The estimates produced by the model are predicated to have an accuracy of + 30% (accuracy is limited due to the many variables inherit to the debris removal process).

In order to provide an understanding of the data produced by the USACE Hurricane Debris Estimating Model, Phillips & Jordan populated the model based on the City's housing unit count from the last U.S. Census (2010), and Phillips & Jordan's classification of the City as a region with medium vegetative density and heavy commercial density. The model results are presented in the table below:

Storm Category	Estimated CY of Debris		TDSRS Acreage		Avg # Trucks Per Day		Avg # Crews Per Day	
---	DRY CY	WET CY	DRY	WET	DRY	WET	DRY	WET
Hurricane Category 1	68,499	89,049	7	9	2	2	1	1
Hurricane Category 2	273,996	356,195	28	37	6	8	2	2
Hurricane Category 3	890,488	1,157,634	92	119	19	25	4	5
Hurricane Category 4	1,712,477	2,226,220	176	229	37	48	8	10

Storm Category	Estimated CY of Debris		TDSRS Acreage		Avg # Trucks Per Day		Avg # Crews Per Day	
Hurricane Category 5	2,739,963	3,561,952	282	367	60	78	12	16

Based on these City-specific model results, Phillips & Jordan believes that the City would need to remove the cubic yard (CY) volumes listed in the columns titled "Estimated Cubic Yards of Debris" following either a "dry" or "wet" storm. The next two columns to the right, "TDSRS Acreage", demonstrate the estimated acreage that would be needed to process the appropriate amounts of debris. Finally, the last four columns, "Avg # Trucks Per Day" and "Avg # Crews Per Day", estimate the number of trucks and crews that would need to be operational per day to meet the ideal production ratio and maximize efficiency during a debris removal mission.

The USACE Hurricane Debris Estimating Model can also be a useful tool for calculating operational resource needs following other events such as floods and tornadoes, after the initial damage assessment has been performed. Once an estimate of cubic yards of debris is developed, the model can be used to calculate the TDSRS acreage, average number of trucks per day, and the average number of crews per day.

2.8. POST-EVENT RESPONSE

Once landfall has occurred and "Notice to Proceed" (NTP) has been given, Phillips & Jordan will immediately take the following actions:

- Prepare project-specific safety work plans for all required activities.
- Coordinate with City regarding the priority of routes and areas to be cleared.
- Modify road clearance plan if needed and begin work as tasked.
- Work with City representatives to provide damage assessments and actual debris estimates.
- Modify sectoring plan to fit actual field conditions and degree of storm damage.
- Work with City representatives to initiate communication with the general public concerning segregation of debris and other project information.

Phillips & Jordan can provide sufficient resources to fulfill a 24-hour mobilization requirement, to include emergency road clearance, without reliance on subcontractors. During the following 48 hours of project execution, Phillips & Jordan and its pre-positioned subcontractors can deploy up to 50% of the required debris load and haul crew resources with all necessary equipment and 100% of the required resources within 96 hours.

2.9. GENERAL OPERATIONS APPROACH

2.9.1. EMERGENCY ROADWAY CLEARANCE

Opening roadways in the first 70 hours following a disaster is a priority in order to allow emergency vehicles to gain access to critical facilities. Phillips & Jordan has substantial experience providing crews and equipment to assist local governments with emergency roadway clearance or "first-push" operations

to clear debris from roadways. Communications with the City's local engineer once a task order has been issued will be initiated by Phillips & Jordan's Operations Manager to identify the "critical routes" and coordinate resource requirements.

Within 12 hours or sooner after receiving NTP from the City, Phillips & Jordan will commence with push operations. Prior to receipt of NTP, Phillips & Jordan will activate a sufficient number of local pre-positioned subcontractors to accomplish emergency roadway clearance. A Phillips & Jordan Field Crew Manager will proceed to the location(s) where the subcontractors are staged to complete check-in of personnel and equipment. Upon receipt of NTP, subcontractor Debris Push Crews begin clearance operations working 24-hour shifts with rotating personnel until push operations are completed. First-push operations are conducted on primary transportation routes pre-specified by the City and entrances into police stations, hospitals, fire stations, and other critical facilities. First push operations generally consist of moving debris from roadways and facility entrances to adjacent public ROWs. In the event that debris cannot be pushed into a ROW, it is loaded and hauled to a nearby off-street location for temporary staging and subsequently removed during debris clearing operations.

Each Debris Push Crew typically consists of (1) Foreman, (2) Equipment Operators, (2) Laborers equipped with Chain Saws and Rakes, (2) Certified Flaggers, (1) Bucket Truck, (1) Rubber Tired Loader, and is supported if necessary by several transport trucks. Work activities are supervised by Phillips & Jordan's Operations Manager, Field Safety Managers, and Field Crew Managers. The number of push crews deployed is dictated by the City based upon the severity of the storm. Debris Push Crews work together with local government representatives and local/regional power companies to maximize public safety and minimize further damage to utility systems and public infrastructure (i.e., sidewalks, drainage structures, traffic signals and signage, etc.). All personnel will be outfitted with proper personal protective equipment (PPE) and approved Traffic Control Devices.

2.9.2. DEBRIS REMOVAL OPERATIONS

2.9.2.1. FEMA Public Assistance Program

The FEMA Public Assistance Program will provide reimbursement to local communities following a Presidential Declaration, if the debris generated is the result of a disaster event, is located within a designated disaster area, is the legal responsibility of an eligible applicant, and is eligible for reimbursement. Phillips & Jordan will only remove debris identified by the City or its representative as eligible for FEMA reimbursement.

Eligible debris work under the FEMA Public Assistance Program must be in the public interest, and is defined as work necessary to:

- Eliminate immediate threats to life, public health, and safety.
- Eliminate immediate threats of significant damage to improved public or private property.
- Ensure economic recovery of the affected community.
- Mitigate the risk to life and property by removing substantially damaged structures and appurtenances.

Determining debris eligibility is a significant challenge and only FEMA can make the final decision. Phillips & Jordan has years of experience working with FEMA and managing debris operations in compliance with FEMA 325 Debris Management Guidelines. Every year Phillips & Jordan provides training to employees and key subcontractors on safety and the FEMA 325 guidelines.

As of November 2012, debris removal operations on Federal Highway Administration (FHWA) Federal Aid road right-of-ways, following a Presidential Declaration, will be covered by FEMA under the Public Assistance Program. However, even though FEMA will be funding all eligible debris, the debris from FHWA routes will be tracked separately.

2.9.2.2. Sector Planning & Determination of Resources

In order to facilitate effective emergency roadway clearance operations, and associated debris removal operations, the disaster location may be geographically divided into one or more areas. An area is defined as a region comprised of an entire city or county, or several cities and counties, impacted in a similar manner and that can be effectively managed as a discrete project.

A debris sectoring plan is a critical part of organizing, controlling, and communicating information concerning all aspects of debris management operations. Phillips & Jordan will work closely with City representatives to develop a sectoring plan that best fits the community's needs, and provides a tool to expedite debris removal operations. Boundaries defined for an area are easily recognizable and established based upon factors that include, but are not limited to, the following:

- Municipality/jurisdictional boundaries
- Roads, streams, landmarks, or other natural and manmade boundaries
- Population density
- Debris density
- Type of equipment required for each area
- Commercial property versus residential property
- Degree of impact within the disaster location
- Number of, and proximity to, disposal sites

Areas identified in the debris area plan may be subdivided into individual sectors and subdivided even further into zones if required. A sector is defined as a logical portion of an area that would be segregated based on same factors considered for definition of an area as well as the number of established TDSRSs and their proximity to work activities. A zone is defined as a concise portion of a sector used to organize work crews and administer pass activities (i.e. the number of times a work crew must pass through a neighborhood or commercial district to complete collection of debris).

Phillips & Jordan uses the sector/zone concept to assign one or more subcontractors to a specific geographic area for debris removal. Once assigned, Phillips & Jordan requires each subcontractor to remain within their assigned sector/zone until all assigned tasks are completed.

The two key factors in determining the amount of resources required for a disaster debris management mission are: (1) the total quantity of debris in cubic yards, and (2) the number of days allotted for project completion. Once these factors are determined, a removal rate in cubic yards per day can be determined and the number of crews, trucks, and support resources calculated. Once the total required amount of

resources are known, the number of areas/sectors/zones required can be designated. In addition, resources will be allocated to operate and manage TDSRSs and if necessary manage landfill operations specific to debris disposal operations. Other factors that can effect required resources are traffic conditions, haul distances, roadway widths, and load limitations. Debris types and density also can effect daily production rates and required types of equipment.

2.9.2.3. Mobilization

Personnel and equipment provided by both Phillips & Jordan and its subcontractors begin arriving in the area near the conclusion of the emergency roadway clearance operation. All operational equipment is initially directed to equipment inspection areas where it undergoes safety inspection by Phillips & Jordan Equipment Certification Specialists. The inside bed dimensions of debris hauling trucks are accurately measured, and all safety devices are checked and approved. Each piece of equipment is assigned a unique identification number, and information regarding the equipment (including capacity, description, driver's name, license number, and identification number) is recorded on a FEMA-compliant certification form. The original copy of each form is retained by the City, and copies provided to a Phillips & Jordan quality control representative and the truck driver. The driver's copy remains in the truck at all times, and a placard labeled with the truck's identification and measurement information is displayed on both sides of the truck. After completion of the inspection/certification process, equipment is moved to an assigned staging site.

Operational personnel report to a resource staging area for processing, assignment of living quarters if required, verification of valid Commercial Driver's License (if applicable) by the Phillips & Jordan Logistics Manager, and distribution of required personal protective equipment (PPE) supplies. A job bulletin board is constructed at the staging area and used to post legal notices (Equal Employment Opportunity, sexual harassment, safety and health information, prevailing wages, grievance procedures, etc.), contract information, and the project safety performance record. Operational personnel also participate in an orientation that addresses the scope of work to be performed, site-specific health and safety requirements, Phillips & Jordan ethics and anti-kickback policy training, and emergency contact telephone numbers. After each work crew has completed its mobilization to the project site, the Phillips & Jordan Operations Manager assigns the work crew to a specific operational area. Once assigned, the work crew will only work in the assigned operational area until released by the Operations Manager.

At the inception of the project, Phillips & Jordan establishes a centralized staging area in a discrete geographical area. Work crew supervisors report to this staging area for a daily planning meeting. This meeting is conducted by the Operations Manager and serves as a forum to identify and correct any problems encountered during operational activities. The general format of these meetings is as follows:

- Problems encountered
- Resources needed
- Safety and health issues
- Production concerns
- Establishment and tracking of benchmarks (i.e. loads hauled)
- Subcontractor announcements
- City and other stakeholder issues

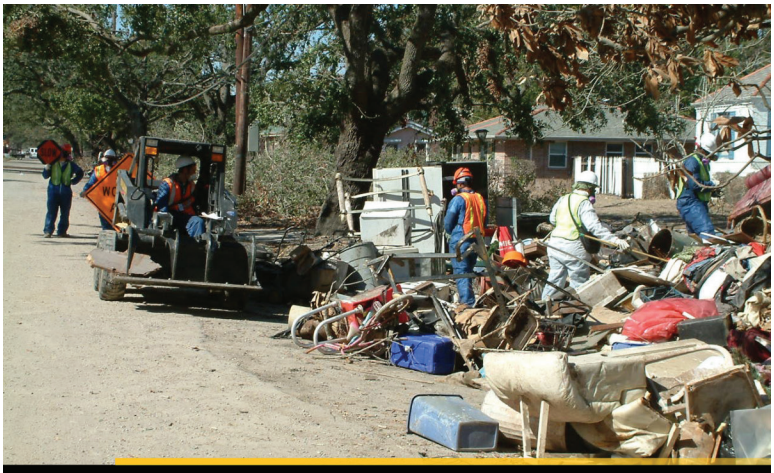
- Local issues and complaints
- Coordination issues with vendors including local waste haulers and tree trimming contractors
- Assignments for the day

The primary objective of the daily planning meeting is to produce a coordinated effort among all operational personnel. Information is exchanged between supervisors, priorities established, and problems resolved. These meetings have been conducted by Phillips & Jordan during previous disaster debris management missions and have resulted in extraordinary results and camaraderie among project participants.

One of Phillips & Jordan's experiences with regard to mobilization of a large workforce was related to our response to the 2011 tornado outbreak in the State of Alabama. In response to this disaster, Phillips & Jordan deployed crews to 24 counties within Alabama to accomplish debris removal and related support activities. The mobilization timeline for this event was as follows:

- Within 24 hours after receipt of NTP, Phillips & Jordan deployed 8 Search & Rescue crews, mobilized essential field management personnel to the disaster zone, established a temporary office and equipment staging area, and began safety inspections of equipment and registration of project assets.

- Within 72 hours after receipt of NTP, Phillips & Jordan completed mobilization of all field management personnel, deployed 15 debris removal crews, identified Temporary Debris Storage and Reduction Sites, and established a permanent project office and staging area.


2005 Hurricane Katrina

- Within 15 days after receipt of NTP, Phillips & Jordan completed mobilization of +300 employees and +50 subcontractors, constructed and began operation of 32 Temporary Debris Storage and Reduction Sites, and established 10 equipment staging areas and 10 temporary offices at various locations throughout the disaster zone.

2.9.2.4. Debris Segregation

This task involves curbside segregation of HHW, E-waste, and SME from the main mass of vegetative and C&D debris. HHW examples include, but are not limited to, household cleaning products, paint, batteries, bleach, gasoline containers, and similar hazardous items. E-waste examples include, but are not limited to, televisions, computers, monitors, and other electronics with circuit boards or vacuum

tubes that contain concentrated heavy metals (for example lead, cadmium, chromium, and mercury). SME examples include, but are not limited to, gasoline powered equipment (lawnmowers, weed trimmers, chainsaws, etc.) that contain fuel, oil, and other hazardous substances. Phillips & Jordan segregated and processed over 1,450,000 HHW items, 780,000 E-waste items, and 51,000 SME items during the Hurricane Katrina disaster debris management mission.

2013 Colorado Flood

HHW segregated from the main debris mass is transported by the crews to a central HHW Processing Site where it is consolidated for final disposal. E-waste and SME items segregated from the main debris mass are transported by the crews to a central Debris Processing Site where it is processed and prepared for final disposal

2.9.2.5. Debris Load & Haul

Public Right-of-Way Debris Removal

This task involves collection and transport of all eligible storm-related debris from the public ROW. Vegetative debris generally consists of trees, shrubs, limbs, and stumps that are 24 inches in diameter or smaller while C&D debris generally consists of lumber, steel, glass, brick, concrete, asphalt material, pipe, and gypsum wallboard. Phillips & Jordan collected and processed over 3,100,000 cubic yards of vegetative and C&D debris during the 2017 Hurricane Irma disaster debris management mission.

Tracked equipment is prohibited on roadways and all hauling units are mechanically loaded and capable of dumping their loads. In accordance with FEMA guidelines, hand loading is not permitted. All operations involving trucks comply with applicable federal, state, and local rules and regulations including tarping requirements. In addition, trucks are not overloaded, and overhanging debris is trimmed at the loading site. By implementing these practices, the opportunity for debris to be dislodged during transportation is minimized. NOTE: the equipment operational requirements described here apply as applicable to other debris removal operations described in Section 2.9.2 of this proposal volume.

2005 Hurricane Katrina

Loading and hauling of debris is accomplished by Public ROW Debris Removal Crews. Vegetative debris is typically transported to a designed TDSRS for reduction while C&D

debris is transported directly to an authorized landfill for disposal.

Traffic control devices used for operations comply with the latest Manual of Uniform Traffic Control Devices, and include sufficient signs, cones, and barricades to ensure the safety of vehicular and pedestrian traffic within work zones. NOTE: the traffic control requirements described here apply as applicable to other debris removal operations described in Section 2.9.2 of this proposal volume.

2.9.2.6. White Goods Removal

This task involves curbside collection and transport of White Goods. White Good examples include, but are not limited to, refrigerators, freezers, stoves, air conditioning units, and other large appliances. Phillips & Jordan collected and processed over 760,000 White Good items during the Hurricane Katrina disaster debris management mission.

Removal of White Goods is accomplished by White Goods Removal Crews. White Goods are transported by the crews to a central Debris Processing Site where they are processed and prepared for final disposal.

2.9.2.7. Animal Carcass Removal

This task involves removal of livestock, wildlife, and other animals that perished during the disaster event. Animal carcass collection, transportation, and disposal is accomplished in accordance with applicable local, state, and federal laws, standards, and regulations. Phillips & Jordan generally utilizes air curtain refractory incinerators ("box burners") for animal carcass reduction with subsequent landfill disposal of the rendered burn product, or direct disposal of carcasses at a landfill approved to accept this specific type of waste. Removal of animal carcasses is accomplished by Carcass Removal Crews. The per day removal rate for animal carcasses is highly variable and dependent upon the type, condition, and concentration of the dead animals.

2013 Collier County, FL Beach Renourishment

Following an outbreak of low-pathogenicity H7N2 avian influenza virus that affected 197 farms in the Shenandoah Valley of Virginia in 2002, Phillips & Jordan worked with the U.S. Department of Agriculture's Animal and Plant Health Inspection Service to accomplish incineration of approximately 19,000 tons of the dead chickens and turkeys using burn boxes.

2.9.2.8. Sand Removal & Replacement

This task involves removal of sand from public lands or ROWs (streets, beaches, and parks); transport of the sand to a central Sand Processing Site; screening of debris from the sand; and finally replacement of

the clean sand on beaches or along waterways. Phillips & Jordan imported and spread a total of 227,500 tons of sand as part of the Collier County Beach Renourishment Project (Florida) during 2013 in response to beach erosion caused by several tropical systems.

2011 Alabama Tornadoes

After collected sand is screened at the Sand Processing Site, the clean sand is transported by Sand Removal Crews to designated locations for spreading by Sand Replacement Crews. Four separate crew types work simultaneously to accomplish sand removal and replacement: Sand Removal Crews, Sand Screening Crews, Debris Support Crews, and Sand Replacement Crews. All debris removed from sand during screening operations is collected by Debris Support Crews and either transported to a designated TDSRS (vegetative debris) for reduction or transported directly to an authorized landfill (C&D debris) for disposal.

2.9.2.9. Marine Debris Removal

This task involves identification and retrieval of debris located in marine environments including navigable waterways. Phillips & Jordan maintains insurance as required by the U.S. Longshoreman & Harbor Workers' Compensation Act to perform waterway debris removal services. The location of marine debris is initially determined through visual observation from boats and/or aircraft and using sonar equipment. Retrieval of the debris is accomplished by Marine Debris Removal Crews. The debris is lifted onto the barge deck and then placed at various off-loading sites on land.

2014 South Carolina Ice Storm

Loading and transport of the debris is accomplished by Marine Debris Loading Crews. These crews rotate to each of the off-loading sites during the duration of marine operations to load accumulated debris and either transport it to a designated TDSRS (vegetative debris) for reduction or to an authorized landfill (C&D debris) for disposal.

2.9.2.10. Hazardous Tree/Limb Removal

This task involves removal of hazardous trees/limbs identified by the City from public ROWs and other public properties (schools, parks, golf courses, etc.). Phillips & Jordan removed and reduced approximately 52,600 hazardous limbs following a 2014 ice storm that impacted South Carolina,

and over 1,200 hazardous trees and 52,300 hazardous limbs during the 2017 Hurricane Irma disaster debris management mission.

1995 Hurricane Opal

A hazardous tree is defined as a tree that is 6 inches or greater in diameter, and leaning at an angle greater than 30%, or has more than 50% of its crown damaged, that presents a threat or danger to the general public. A hazardous limb is a limb or branch that is greater than 2 inches in diameter, broken or partially broken, and is in danger of falling. Only hazardous trees and limbs located in the public ROW are eligible for removal. Hazardous trees are identified and marked in the field by City representatives in accordance with FEMA guidelines, and are categorized based upon the diameter at breast height (DBH) applicable to a given tree. Only those trees marked by the City are cut by Phillips & Jordan. Trees located on private property or leaning on houses are subject to the requirements of Private Property Debris Removal (PPDR).

Hazardous tree/limb removal is accomplished by Tree Trimming Crews. Felled trees/limbs are subsequently transported to a designated TDSRS.

2.9.2.11. Hazardous Stump Removal

2005 Hurricane Rita

This task involves removal of hazardous stumps identified by the City from public ROWs and other public properties (schools, parks, golf courses, etc.). Phillips & Jordan removed and reduced over 320 hazardous stumps during the 2017 Hurricane Irma disaster debris management mission. Hazardous stumps are identified and marked in the field by City representatives in accordance with FEMA guidelines. Each stump is photographed and located via GPS by a City representative prior to removal by Phillips & Jordan.

Two separate crew types work simultaneously to accomplish hazardous stump removal: Small Stump Removal Crews and Large Stump Removal Crews. Small and large stumps are transported to a designed TDSRS for reduction.

2.9.2.12. Vehicle & Vessel Removal

This task involves collection and transport of damaged cars/trucks and vessels from public ROWs and public lands. In the event that a particular vehicle or vessel is found to show signs of a leak or release of fluid, removal of gas, oil, and/or other lubricants may be required prior to removal of the vehicle or vessel. Hazardous fluids are drained into approved containers which are subsequently transported to a central HHW Processing Site for final disposition.

Vehicle removal is accomplished by Vehicle Removal Crews. All vehicles and vessels are transported to storage sites designated by the City. To support of vessel removal operations, a second 30-ton rubber tired mobile crane with slings is stationed at each storage site to off-load vessels upon delivery from the field. Following delivery to storage sites, each vehicle/vessel is decommissioned (removal of all fluids, batteries, etc.) and prepared for recycling or refurbishing if practical.

2.9.3. DEBRIS REDUCTION AND PROCESSING OPERATIONS

2.9.3.1. Temporary Debris Storage and Reduction Site Construction

This task involves all construction activities necessary to prepare TDSRSs for operations including but not limited to construction of inspection towers, placement of gravel covered roadways, and installation of erosion control devices. Material required for TDSRS construction are obtained from local vendors. In addition, a baseline environmental screening is conducted for each TDSRS prior to initiation of construction activities. TDSRS construction is accomplished by Site Construction Crews. Phillips & Jordan established and operated 32 TDSR sites during the 2011 State of Alabama Tornado Outbreak disaster debris management mission.

Site Selection: The disposal side of the debris equation is more important than the removal side of equation for a successful disaster debris management mission. Establishing multiple TDSRSs that are capable of accepting debris early in the mission schedule significantly improve the efficiency of debris removal and reduce costs. At the beginning of each disaster debris management mission, Phillips & Jordan determines or verifies TDSRS locations as well as the feasibility, operational limitations, and environmental characteristics of each site. Selection of an appropriate TDSRS considers the following criteria:

- Presence of wetlands, endangered species, sensitive plants, etc.
- Presence of historical or archeological significant sites.
- Presence of adjacent surface water bodies, storm water conveyance systems, drainage structures, retention ponds, etc.
- Relatively flat topography to minimize storm water erosion and runoff issues.
- Presence of well field protection areas or use of surface water and/or groundwater in the vicinity for potable purposes.
- Site geology as it relates to protection of potable aquifer systems.
- Human population density in the downwind direction of the prevailing winds that would be impacted by dust and smoke nuisances.
- Ingress and egress to the property and ability to control traffic.
- Sensitivity of area to noise and light nuisances that would be caused by 24 hour per day site operations.

- Proximity to nearby residential communities, hospitals, churches, daycares, etc.
- Proximity to nearby landfills for debris disposal.
- Proximity to nearby recycling facilities for debris recycling.
- Public versus private property – use of publicly-owned lands is preferable to avoid cost and lease negotiation associated with private property.

Baseline Environmental Screening: Establishment of an environmental baseline either prior to or immediately after selection of a TDSRS must be completed prior to initiation of operations. Due to the compressed schedules associated with disaster debris management missions, the Phase I Environmental Site Assessment Process defined in the American Society for Testing and Materials (ASTM) E1527-13 Standard Practice for Environmental Site Assessments is not practical. Therefore, baseline environmental screening of a TDSRS is accomplished by Phillips & Jordan using the Transaction Screen Process (TSP) defined in ASTM E1528-14e1 Standard Practice for Limited Environmental Due Diligence.

2005 Hurricane Katrina

In addition to the TSP, Phillips & Jordan simultaneously completes a National Environmental Policy Act (NEPA) Pollution Prevention/ Environmental Impact Reduction Checklist for Siting to assess and when possible mitigate potential environmental impacts associated with usage of a TDSRS. The TSP and NEPA Checklist are completed over a 24- to 48-hour period for prospective TDSRSs.

Baseline environmental screening is performed for each TDSRS established for the disaster debris management mission. Screening activities focus on site areas where debris reduction operations pose the potential for release of hazardous or petroleum substances. These site areas include, but are not limited to, the following:

- Debris storage and staging areas
- Debris sifting/sorting areas
- Vegetative debris reduction areas
- Ash storage areas
- Fuel storage and dispensing areas
- Equipment maintenance areas
- Equipment decontamination areas
- Worker decontamination areas
- Vehicle wash areas
- Special waste accumulation/storage areas
- Storm water retention/detention basins

Baseline environmental screening data is used for comparison with closeout sampling performed

following TDSRS restoration. As a general rule, there will typically be some constituents of concern existing on a property from its prior use, unless the site selected is pristine, virgin land that has never been developed or used for commercial or agricultural purposes. The goal of the baseline environmental screening is to collect sufficient representative environmental samples to document the environmental quality of a TDSRS prior to the initiation of site operations. The scope of work for a TDSRS baseline environmental screening is developed based on a site-specific Operations Plan prepared by Phillips & Jordan.

Inspection Tower Construction: The graphic that follows illustrates the configuration of an OSHA-compliant temporary inspection tower typically constructed by Phillips & Jordan at a TDSRS.

2.9.3.2. Debris Processing Site Operations

This task involves processing of E-waste, SMEs, and White Goods transported to a central Debris Processing Site by Debris Segregation and White Goods Crews. Processing of these items is accomplished by Debris Processing Site Crews.

E-waste is consolidated on wooden pallets and shrink wrapped for final disposal. SME items are drained of gasoline/oil and placed into roll off dumpsters for final disposal. Liquids drained from SME items are transported to a central HHW Processing Site for final disposal. White Goods are decontaminated,

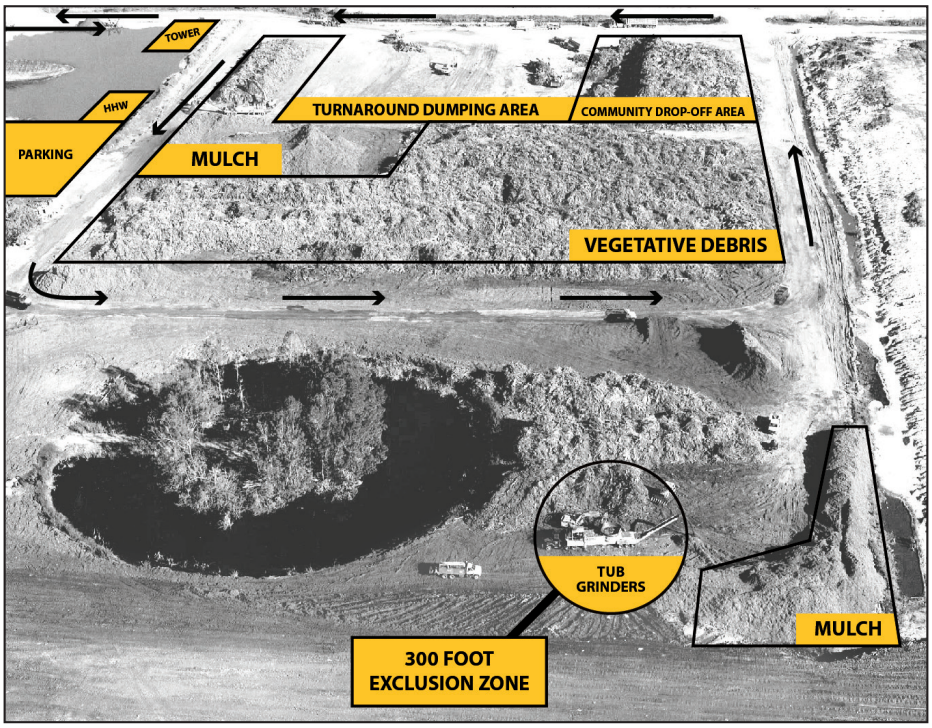
drained of oil and Freon, and finally bailed. E-waste and SME items are transported to an authorized landfill for final disposal while White Goods are transported to a recycling facility approved by the City.

2017 Hurricane Irma

2.9.3.3. Temporary Debris Storage and Reduction Site Operations

This task involves reduction of vegetative debris transported to TDSRSs by Public ROW and Residential Debris Removal Crews. Reduction of the debris is accomplished by TDSRS Operations Crews. In addition, the required number of mechanics are assigned to maintain, and fuel equipment used for operations at all TDSRSs. At TDSRSs where tub grinders are installed, each crew is capable of reducing approximately 1,500 cubic yards of vegetative debris per grinder per day. At TDSRSs where box burners are installed, each crew is capable of reducing approximately 1,600 cubic yards of vegetative debris per burner per day.

Upon receipt of each debris load at a TDSRS, non-wood items (including HHW, residual C&D debris, SMEs, and E-waste) that were not previously segregated are separated for alternate disposal. HHW is placed into a plastic lined temporary storage area at the TDSRS until it is transported to the central HHW Processing Site. The general layout for a TDSRS is illustrated n the following graphic.



Site Operations Plan: Following identification of TDSRSs to be utilized for the temporary storage and reduction of debris, Phillips & Jordan develops an Operations Plan for each site. Elements of the plan include, but are not limited to, the following:

- Site management to include point of contact and organizational chart.
- Site ingress and egress.
- Environmental baseline screening.
- Site preparation including clearing, erosion control, and grading.
- Traffic control procedures.
- Site security and safety.
- Site layout/segregation plan to include as applicable: air curtain incineration areas, mechanical chipping/grinding areas, ash storage areas, hazardous waste containment area, contractor work areas, inspection tower locations, and safety zone clearance areas (100 foot clearance area between stockpiled debris and incineration operations and 1,000 foot clearance area from structures).
- Environmental mitigation plan including considerations for smoke, dust, noise, traffic, safety buffer zones, storm water runoff, historic preservation, wetlands, and endangered species as appropriate.

Reduction & Disposal Considerations: Phillips & Jordan's philosophy is simple concerning debris reduction, recycling, and disposal "keep the debris stream that must be placed into a lined landfill to an absolute minimum". Other guiding principles include handle the debris only once, segregation of waste streams in ROWs and curbside is critical, and do not intentionally place C&D debris in a TDSRS to avoid additional handling.

1996 Hurricane Fran

Balance of vegetative reduction by using a combination of grinding and incineration is also important. In large scale disasters the markets for wood chips are quickly overwhelmed by the volume of woody material available. This market glut often leaves disaster stricken areas with large amounts of mulch type material with no market for disposal. Large stockpiles of chips and mulch produce an undesirable leachate over time and also become a fire hazard due to fermentation. This situation in the past has forced communities to haul chips to a landfill for use as cover, or incinerate the chips, both of which are expensive options.

Phillips & Jordan recommends grinding or chipping only the quantity of mulch material that can be consumed within a given community and then incinerate the remaining material using engineered burning systems that meet U.S. Environmental Protection Agency (EPA) air standards. Phillips & Jordan routinely operates incinerators in compliance with EPA air quality standards and opacity requirements.

2.9.3.4. Project Closeout Activities

Project closeout activities include, but are not limited to, the following:

- Equipment removal and site restoration at the Debris Processing Site and the Sand Processing Site (if utilized).
- Demobilization of company and subcontractor equipment/personnel.
- Preparation of final reports and payment of outstanding subcontractor invoices.
- Closure of TDSRSs (tower/equipment removal, site restoration, closeout environmental screening).

Upon removal of all debris transported to TDSRSs for reduction, Phillips & Jordan removes equipment; demolishes inspection towers; removes fencing, erosion control devices installed at each site, and signage; and completes restoration of each site (removal of stone used for temporary access roads, grading of disturbed areas, seeding of disturbed areas, etc.). TDSRS closure is generally accomplished within 30 days after receipt of the last load of vegetative debris. Phillips & Jordan's Operations Manager conducts a final closeout inspection of each site with a City representative, and obtains a final release if the site condition is determined to be acceptable. In the event deficiencies are identified during the final closeout inspection, additional site restoration is performed to correct the deficiencies.

In addition, closeout environmental screening is performed for each TDSRS after initial site restoration is accomplished to assess if operations significantly impacted the soils and/or groundwater compared to the baseline data. The closeout screening is similar in scope to the baseline screening to provide for comparison of pre-operation and post-operation soil and groundwater quality. If significant differences are found, additional site restoration is completed to the greatest extent feasible.

2.10. DEBRIS REMOVAL MISSION TIMELINE

Phillips & Jordan stands ready to mobilize upon receipt of NTP from the City. Our Disaster Services Division regularly monitors predictable weather events and prepares to activate response personnel for our pre-positioned contract clients as soon as a threat is identified. Phillips & Jordan deploys disaster services personnel to affected locations in advance of predictable events, and can deploy within 24 hours of non-predictable events. Phillips & Jordan will comply with any specific mobilization obligations as dictated by contractual requirements.

The following table demonstrates Phillips & Jordan's typical response timeline. Please note that every event is different and this timeline can be tailored to meet the individual needs of our clients.

Phillips Jordan, Inc.
Typical Debris Removal Mission Timeline

Activity	3 days prior	2 days prior	1 day prior	Day of Event	1 day post	2 days post	3 days post	7 days post	30 days post	180 days post	Project Completion
Pre-Event Activities											
PIO dissemination of information											
Pre-event advance notice to contractors and monitors (or sooner)											
Activation of Emergency Management Center (or sooner)											
Evaluation/decision on evacuation of non-critical staff											
P&J representative(s) mobilization to affected area (or sooner)											
Evaluation/decision on evacuation of critical staff and equipment											
P&J equipment and personnel resources staged in proximity											
Day of Event Activities											
Debrief from EOC, fire, police, power/gas utility, and 911-identified damaged areas, modifications if required to established critical facilities route clearance plan											
Debris clearance strategy confirmed or modified with debris monitor, review and modify as required by the site-specific Site Health and Safety Plan (SHSP)											
Post-Event Activities											
Generate reports as required in Emergency Communications Plan											
Search and rescue, assist if requested by separate task order											
Initial Damage Assessment (IDA), assist if requested, task order required											
Receive all-clear from EOC on search and rescue, start debris clearance activity											
P&J resources and debris monitor representative mobilize to debris clearance priorities as assigned by task order and begin work ***NOTE: Start of FEMA 70-hour debris clearance documentation period***											
Emergency road clearance operations											
As emergency road clearance operations are completed, transition crews to debris removal operations											
DMS preparation begins											
Evaluate if debris removal can be accomplished within 180-day time line, submit request for extension if required											
Transition all remaining emergency road clearance crews to debris removal operations ***NOTE: End of FEMA 70-hour debris clearance documentation period***											
Debris Removal Activities											
Debris removal resources evaluated and adjusted accordingly											
Debris removal operations continues with resources evaluated and adjusted accordingly											
Debris Disposal and Reduction Strategy is modified to accomplish most effective and efficient recovery											
DMS operations begins, with maintenance and operations continuing until all debris has been reduced and transported off site for final disposal											
Evaluate the progress of debris removal and establish the last pass start date											
Debris Reduction and Disposal Activities											
DMS operations *NOTE: Continues until all debris has been reduced and transported off site for final disposal*											
Research final disposal facilities for current and past Notice of Violations (NOVs) from regulatory agencies prior to transporting debris											
Debris Disposal and Reduction Strategy is modified as required to facilitate both maximum revenues for the client and prevent any National Environmental Policy Act (NEPA) violations											
Obtain permits if not already permitted sites											
Debris reduction *NOTE: The goal is to have all debris received into the DMS, reduced, and transported to the final disposal facility within 30 days of the date recorded on the last load ticket.*											
All eligible debris is collected and staged on-site for reduction or reduced and staged for transport to the final disposal facility											
Reduced vegetation is moved off the DMS to the final disposal facility											
DMS Closeout											
Confirm all debris removal can be accomplished within 180-day time line, submit request for extension if required											
All debris is removed from the DMS											
Post-closure soil samples collected and submitted for analysis											
Site restored to its original condition and use											
Owner provides a signed release accepting the site restoration											

2.11. DEBRIS MANAGEMENT EQUIPMENT

Phillips & Jordan owns and operates an extensive fleet of production and related equipment that is used to support disaster debris management missions. Since Phillips & Jordan began operations over 60 years ago, one of our core competencies has been land clearing, and our current equipment fleet reflects this history. Consequentially, Phillips & Jordan is uniquely positioned to supply the necessary equipment to support debris removal operations, including specialized attachments, appropriate for debris management. All of our loaders can be equipped with rakes and grapples or buckets as necessary, and the majority of our excavators are equipped with hydraulic thumbs or grapples.

ESTABLISHED EQUIPMENT RESOURCES

As a national heavy civil contractor, Phillips & Jordan is experienced with meeting the equipment needs for a diverse range of projects and we have the resources to provide equipment quickly and economically.

Phillips & Jordan's company-owned equipment is strategically located at multiple in-house storage and maintenance shops throughout the country. This disbursement of resources allows Phillips & Jordan to quickly mobilize all required equipment to the disaster zone regardless of location. Company-owned equipment is deployed from storage yards via our Internal Haul Division or our network of external haulers. Phillips & Jordan's Internal Haul Division consists of drivers and trucks that move equipment throughout the country as needed for a wide range of construction projects.

If our internal hauling resources become fully-utilized, Phillips & Jordan can reach back to our established network of reliable subcontracted equipment haulers who meet our insurance requirements. Furthermore, Phillips & Jordan maintains a network of regional equipment rental vendors underpinned by national accounts with numerous heavy equipment manufacturers that are capable of providing supplemental equipment to fill any equipment gaps. As a national heavy civil contractor, Phillips & Jordan is experienced in meeting the equipment needs for a diverse range of construction projects and we have the resources necessary to provide equipment quickly and economically.

In addition, Phillips & Jordan has existing contracts in place with key pre-positioned subcontractors that have provided equipment and operators for numerous disaster debris management missions previously completed by Phillips & Jordan. Although Phillips & Jordan and our key pre-positioned subcontractors possess more than adequate types and quantities of equipment to execute a disaster debris management mission for the City, we also recognize that local subcontractor participation is a critical component of the overall equipment deployment strategy and is required to comply with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). To address the need for local participation, Phillips & Jordan has developed a database of pre-registered subcontractors (a number of which are located in the vicinity of the City) to supplement our existing equipment resources.

Our equipment deployment strategy involves tasking subcontractors (both key pre-positioned and local) to supply loading and hauling units while Phillips & Jordan supplies corporate-owned assets to support emergency roadway clearance activities, disposal site management, and debris reduction operations. This strategy allows Phillips & Jordan to perform both initial response and back-end debris reduction

operations with corporate-owned assets while subcontractor provided assets are utilized to perform debris collection and transportation operations.

Identification of specific equipment pieces that would be deployed to a disaster event in response to contract activation by City is not realistic at this time given the fact that the timing and magnitude of the disaster is unknown. However, the combination of equipment that is provided by Phillips & Jordan and our subcontractors ensures the City of our ability to pre-position and immediately deploy equipment upon receipt of NTP in sufficient quantities regardless of the disaster size. A summary of the equipment owned by Phillips & Jordan is presented on the following page. Several of these units are highly specialized in nature which demonstrates the versatility of our equipment fleet.

Phillips & Jordan, Inc.
Company-Owned Equipment by Type

Description	Quantity
ALL TERRAIN UTILITY VEHICLE	43
ATTACHMENTS	47
BACKHOE LOADER	8
BUCKET TRUCK	3
CHIPPERS/GRINDERS	15
COMPACTORS/ROLLERS	70
COMPRESSOR	11
CONVEYOR	1
CRANE	3
DOZER	136
DRILL	1
EXCAVATOR	170
FARM TRACTOR	27
FELLERBUNCHER	6
FORWARDER	4
FUEL/LUBE TRUCK	37
FUEL/OIL TRAILERS	35
GENERATOR	15
GPS EQUIPMENT	123
GPS MACHINE CONTROL	1
GRADER	22
GRAPPLE/PRENTICE	10
HYDROSEEDERS	8
LICENSED TRAILER	245
LIGHTPLANT	41
LOADER	58
LOWBOY	32
MECHANIC TRUCK	28
MECHANICAL TRIMMER	1
MISCELLANEOUS	21
MOTOR HOME / CAMPER	18
MOWER	4
OFF ROAD TRUCK	71
OFFICE TRAILER	1
ON-ROAD DUMP TRUCK	21
PALMETTO PLOW	1
PARTS TRAILER	1
PASSENGER VEHICLE	12
PICKUP	384
PIT BURNER	15
PRESSURE WASHER	8
PUGMILL	2
PUMP	39
SCALES	1
SCRAPER	24
SCREEN	1
SITE PREP MACHINE	10
SKIDDER	10
SKIDSTEER LOADER	48
SMALL TOOLS	1
SOIL STABILIZER	2
SPORT UTILITY VEHICLE	26
STORAGE CONTAINER	59
SWEEPERS/BROOMS/FORK ATTACH.	12
TELEHANDLERS/FORK LIFTS	13
TRAILER	6
TRENCHER	2
UTILITY EQUIPMENT	9
UTILITY TRUCK	30
VACUUM TRUCK	1
WATER TANKER OFF ROAD	19
WATER TRUCK	19
	2,092

2.12. OTHER OPERATIONAL INFORMATION

LOGISTICS SUPPORT

Phillips & Jordan Mobile Command Trailer

Phillips & Jordan maintains a logistical group that is responsible for identifying and fulfilling the following requirements during disaster debris management missions:

- Identification and preparation of equipment required to address immediate and near-term operational activities.
- Deployment of safety and environmental control equipment and supplies required to address known or presumed job site hazards.
- Identification of requirements and restrictions associated with mobile communication devices used during operational activities.
- Coordination of fuel supplies necessary for all operational equipment.
- Identification and preparation of personnel and equipment staging areas.

In addition, Phillips & Jordan owns a mobile command trailer which may be dispatched to the job site in situations where the disaster event has substantially interrupted local power and communication systems. The trailer is self-sufficient and equipped to support the initial response effort. It is equipped with satellite communication capability for voice/data, and is stocked with a supply of basic forms (i.e. truck check-in, load tickets, placards) required to initiate operational activities. The trailer would be located at the primary equipment staging area and would serve as a planning hub for the Operations Manager and his/her supporting management team.

DEBRIS SEGREGATION PROGRAM

Phillips & Jordan routinely implements its debris segregation program to address the management of solid and hazardous wastes generated during disaster events. This program is implemented under the requirements defined in a project-specific environmental work plan and best management practices that are developed for each disaster debris management mission. The environmental work plan and best management practices generally address topics including spill prevention, control, and countermeasures; non-hazardous solid waste disposal; recycling and solid waste minimization; air pollution control; contaminant management; and temporary sediment control.

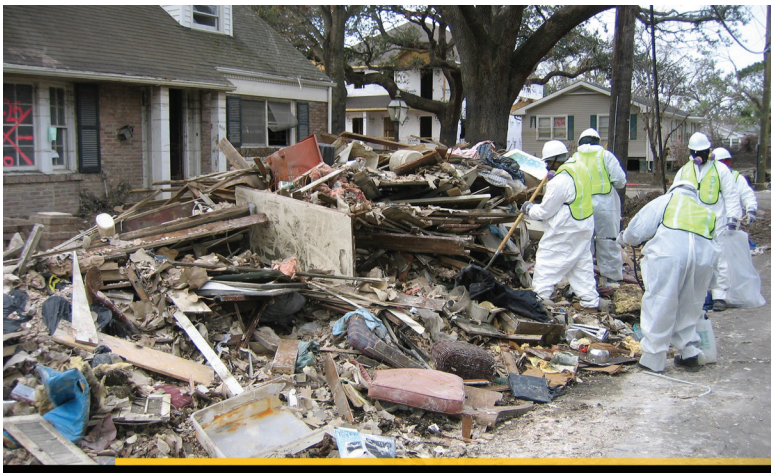
The objective of Phillips & Jordan's debris segregation program is to minimize the amount of debris requiring disposal in a lined landfill thus maximizing the amount of debris that can be disposed of at significantly lower tipping fees. This is accomplished by implementing a comprehensive curbside debris segregation program, similar to the one developed by Phillips & Jordan in concert with the OSHA, EPA, USACE, and State agencies for the Hurricane Katrina response in New Orleans, and the 2011 tornado

responses in Alabama and Joplin, Missouri. Curbside debris generally falls into the following major categories: Vegetative Debris, HHW, White Goods, SME, Municipal Solid Waste (MSW), E-waste, Asbestos Containing Material (ACM), and C&D Debris.

2005 Hurricane Katrina

The typical debris segregation, separation, and disposal process (as applicable) for each type of waste is as follows:

- Vegetative Debris – hauled from curbside to TDSRS, reduced by chipping/grinding or incineration, and transported to landfill or other designated location for disposal or beneficial reuse.
- HHW – hauled from curbside to HHW Processing Site, consolidated as allowable, and transported to licensed disposal site.
- White Goods – hauled from curbside to Debris Processing Site; Freon and putrescible wastes removed; Freon recycled; and units crushed, bailed, and recycled.
- SME – hauled from curbside to Debris Processing Site, oil and gasoline removed, and drained liquids transported to HHW Processing Site for final disposition.
- MSW – hauled from curbside and transported directly to sanitary landfill for disposal.
- E-waste – hauled from curbside to Debris Processing Site, bailed, and recycled.
- ACM – bagged at curbside and transported to landfill approved for ACM disposal.
- C&D Debris – hauled from curbside and transported directly to C&D landfill for disposal.


2005 Hurricane Katrina

ASBESTOS CONTAINING MATERIAL

This waste type is visually identified in curbside piles (i.e., obvious ACM such as transite shingles and vinyl floor tiles). Obvious ACM is removed from these areas by trained crews with required personal

protective equipment, wetted, and sealed in polyethylene bags. Sealed bags are placed in a box truck and delivered to a landfill permitted to receive this type of waste. Large quantities of curbside ACM are generally loaded using wet methods with heavy equipment (i.e. similar to Regulated Asbestos-Containing Material demolition) and sealed in plastic sheeting within haul trucks. Segregation of ACM from curbside debris is a Best Management Practice to protect workers during both load/haul and landfill placement operations, and is normally exempt from regulations such as the National Emissions Standards for Hazardous Air Pollutants. During the Hurricane Katrina disaster debris management mission, Phillips & Jordan collected and processed over 42,000 cubic yards of ACM.

AUTHORIZED PRIVATE PROPERTY DEBRIS REMOVAL

In certain instances, if requested, FEMA public assistance can be extended to private road and PPDR. Right-of-entry (ROE) access must be granted by the property owner(s) prior to entering the property. Typically, this documentation, in the form of a ROE packet, is provided by the City to Phillips & Jordan.

2005 Hurricane Katrina

A central feature of the PPDR process is documentation of the property condition immediately preceding the work and following completion (i.e. before and after). Phillips & Jordan utilizes both digital camera and digital video recorders to accommodate these requirements. Imagery is electronically archived and can be retrieved based upon the physical address or date the work was performed. During the Hurricane Katrina disaster debris management mission, Phillips & Jordan removed debris from over 16,000 individual private properties located throughout the greater New Orleans area.

AUTHORIZED DEMOLITION

Phillips & Jordan anticipates that demolition of structures may be required as part of a disaster debris management mission if authorized by the City. Phillips & Jordan has extensive experience with both residential and commercial demolition, and was tasked to perform 1,200 demolitions during the Hurricane Katrina disaster debris management mission. Demolition services for a typical debris response includes the following:

- ACM survey
- Decommissioning

2011 Joplin, MO Tornado

- Utility disconnect and demolition permitting
- Structural demolition and debris disposal

WORK HOURS & FIELD SUPERVISOR RATIO

Debris removal crews will typically work 12 hour shifts, 7 days per week unless otherwise specified or restricted by contractual requirements. Crews will only work during daylight hours to ensure maximum safety of operations. TDSRS operations will typically be conducted on a 24-hour basis, 7 days per week using light plants for illumination during evening hours unless otherwise specified or restricted by contractual requirements.

The ratio of field supervisors (i.e. Zone Monitors) to debris removal crews will vary depending upon the geography of specific areas within which operations are being conducted, and the severity of the disaster event. However, in general one Zone Monitor is responsible for the supervision of no more than two debris removal crews. Each Zone Monitor reports directly to his/her assigned Section Manager who in turn reports directly to the Operations Manager.

2.13. ACCOUNTING & DOCUMENTATION MANAGEMENT

Timely & Accurate Billing: Phillips & Jordan has developed a system of project controls specific to disaster debris management missions. The purpose of these controls is to accumulate FEMA-compliant documentation necessary to substantiate the locations, types, and quantities of debris collected during execution of a disaster debris management mission. The documentation generated from the project controls system is designed to be multi-purpose and applicable to both Time and Material (T&M) and unit price type contracts, and provides the foundation for invoicing, subcontractor payment, and recovery of reimbursable costs from appropriate federal agencies.

Resource Controls: All personnel and equipment assigned execute a disaster debris management mission undergo a rigid check-in process upon arrival at the job site. An employee orientation is conducted for all personnel, including subcontractors, assigned to the mission. Each employee is issued a unique identification number, and on projects where a higher level of security is needed, is issued a photo identification card. All equipment used for the mission is inspected and photographed prior to use. Trucks used for hauling debris are measured and assigned a cubic yard capacity. A unique identification number is assigned and affixed to each unit. Ownership of the equipment is also identified and documented.

Daily Time Cards: All personnel complete a three-part daily time card that is used to capture the following information:

- Employee name, identification number, and classification
- Equipment identification number (if applicable)
- Date and hours worked (shift start and stop)
- Down time
- Work location
- Employee signature

- Supervisor signature and identification number
- Inspector signature and identification number

All time cards are submitted at the end of each work shift. Time cards for employees providing services on a T&M basis are reviewed by a supervisor and inspector at the time of submission to verify that the time card information and employee identification number are correct.

Data Processing: All time cards are routed to a central data processing point. Each time card is keyed and scanned. Only valid active employee, equipment, supervisor, and inspector identification numbers are accepted. All rejected time cards are set aside and researched the following day. Invoices are prepared according to the schedule dictated by the contract and can be electronically submitted if required by the City. Source documentation for unit price basis invoices is the associated load tickets while the source documentation for T&M basis invoices is the associated daily time cards.

Customer Invoicing & Subcontractor Payment: The City invoicing and subcontractor payment processes implemented by Phillips & Jordan begins with the initial capture of data from the field. Phillips & Jordan employs several technologies for data capture including customized scale software, radio frequency identification tags for hauling units, and Automated Debris Management System (ADMS) hardware and software. A customized database and reporting system is used when data entry is required for manually written debris load tickets. Regardless of the capture method, all FEMA and contractually required data is input, manually or automatically, into a database for processing and review along with images of the supporting documentation.

After data is reviewed and reconciled, Phillips & Jordan provides daily reports to the City and weekly progress payment reports to subcontractors. The subcontractor reports contain captured quantities and associated earnings along with other transactional detail. Next, the subcontractor reviews the transactional detail and associated calculated payment amount for verification or adjustment. Adjustments are made, if any, and funds are transferred to subcontractors by Phillips & Jordan on a weekly basis per subcontract terms. The subcontractor review of weekly progress payments provides an independent assessment of the data captured in Phillips & Jordan project controls system and thus ensures maximum accuracy of the data used to generate City invoices. Phillips & Jordan's strong banking relationships and access to capital enables the company to pay subcontractors on a weekly basis even in situations where Phillips & Jordan has not been paid by the City.

For each billing cycle, Phillips & Jordan prepares and submits an invoice to the City. The invoice submittal is inclusive of transactional detail reports, summary reports, and images of all supporting documentation. Once all subcontractor payment and City invoicing cycles are complete, Phillips & Jordan in coordination with City administrative personnel complete a reconciliation of all project data, audits (if any), and project closeout. If required, Phillips & Jordan provides customized reports to the City for various FEMA cost share and allocation methods, as well as any support needed for completion of FEMA Project Worksheets.

Phillips & Jordan has prepared, submitted, and received payments in excess of $300,000,000 over the past 10 years under more than 50 individual municipal FEMA-reimbursed disaster debris management mission contracts. Phillips & Jordan's extensive FEMA experience, thorough understanding of FEMA guidelines and procedures, and reporting and payment processes allow for successful reimbursement to customers.

The multiple layers of reconciliation and review inherent to Phillips & Jordan's sophisticated processes result in efficient and successful completion of audits and administrative project closeout.

2.14. FEMA REIMBURSEMENT DOCUMENTATION & ASSISTANCE

Phillips & Jordan offers in-depth knowledge related to the implementation of requirements codified in the FEMA "Public Assistance Debris Management Guide" (FEMA-325) and Super Circular or Title 2, Chapter 200 of the Code of Federal Regulations (2CFR200 [2016]), previously 44 CFR, as well as the development of Memorandums of Understanding with and between local, county, state, and federal stakeholders. Just as we have done for our previous clients, Phillips & Jordan will meet all industry and program standards outlined in relevant debris management guidance documents for any City contract activation.

Phillips & Jordan offers comprehensive knowledge of local, state, and federal government disaster mitigation, preparedness, response and recovery programs, as well as local and state government disaster operations issues. Our accounting and financial management team has in-depth knowledge of FEMA's Public Assistance (PA) Program and its related policies, procedures, rules, and regulations. All debris-related documentation generated by Phillips & Jordan is designed to meet current FEMA PA Program guidelines and includes the following:

- Certificates of Load Carrying Capacity
- Load Tickets
- Daily Reports
- Employee Check-in Forms
- Equipment Check-in Forms
- Employee Time Cards

Phillips & Jordan utilizes robust internal control procedures for invoicing that have been developed from execution of numerous disaster debris management contracts, and we incorporate audit privileges for a period of three years after project completion into all subcontracts executed by Phillips & Jordan. Our invoicing procedures are designed to incorporate proper documentation as applicable to contract-required criteria (i.e., hourly, cubic yards, or tons). Phillips & Jordan has developed a proprietary database designed to provide efficient and accurate customer invoicing which is provided in both summary and detailed transaction formats. All source documents are electronically scanned and linked to individual transactions. Accordingly, invoices can be delivered in electronic format via CD/USB, email, or a secure website.

Furthermore, Phillips & Jordan has assisted several clients with resolution of potential obstacles and FEMA Project Worksheet challenges associated with reimbursement. For example, as part of our disaster response to the 2011 Alabama Tornado Super-Outbreak, Phillips & Jordan collaborated with the Alabama Emergency Management Agency to calculate and report cost share allocations for more than 100 individual townships requiring varying degrees of FEMA reimbursement. Also, as part of our disaster response to Hurricanes Gustav & Ike in 2008, Phillips & Jordan provided assistance to West Feliciana Parish in Louisiana to resolve reimbursement issues resulting from inadequate documentation provided by a third-party monitoring service. This type of FEMA reimbursement support has been provided by Phillips & Jordan for other municipal customers impacted by natural disasters, and Phillips & Jordan

as a matter of practice offers its FEMA reimbursement experience and knowledge to assist impacted jurisdictions with resolution of reimbursement challenges that arise during disaster response projects.

Phillips & Jordan can provide the City with assistance in obtaining reimbursement of eligible debris costs by:

- Providing guidance in the development of a debris management plan and debris volume estimates utilizing the Corps of Engineers Hurricane Debris Estimating Model.
- Preparing an Initial Damage Assessment report.
- Performing a Preliminary Damage Assessment (confirmation of damages is conducted by FEMA and the State of STATE).
- Attending the kickoff meeting with the FEMA Public Assistance Coordinator assigned to the affected jurisdiction.
- Attending subsequent meetings between local government representatives and FEMA/City Public Assistance officials.
- Providing copies of contracts, load tickets, time cards, field inspection reports, and daily operational summary reports.
- Providing written and oral status reports as requested by City representatives.
- Working closely with City representatives to ensure that debris collection and supporting data meet requirements for reimbursement eligibility.
- Providing estimates of the projected project cost and time frame to accomplish the completed scope of all debris project worksheets, if the City's financial resources are such that a Request for Immediate Needs Funding will be submitted to the State and FEMA on behalf of the City.

As illustrated in the table below, Phillips & Jordan has performed disaster debris management services in excess of $542,613,170 over the past ten years under five federal contracts (involving over 70 separate task orders), and 100 pre-positioned contracts with state and municipal entities.

Phillips & Jordan Disaster Response Revenues (2007 to 2017)

Year	Total Disaster Revenue	Federal Revenue		State/Municipal Revenue	
		# Contracts	Amount	# Contracts	Amount
2017	$53,799,000	-----	-----	24	$53,799,000
2016	$65,409,868	-----	-----	22	$65,409,868
2015	$17,114,302	-----	-----	4	$17,114,302
2014	$12,580,000	-----	-----	8	$12,580,000
2013	$7,200,000	1	$56,000	1	$7,140,000
2012	$14,040,000	-----	-----	11	$14,040,000
2011	$218,020,000	2	$200,900,000	19	$17,120,000
2010	$9,240,000	-----	-----	1	$9,240,000
2009	$5,980,000	1	$380,000	8	$5,600,000
2008	$18,300,000	-----	-----	12	$18,300,000
2007	$120,930,000	1	$201,336,000	2	$10,320,000
Totals:	$542,613,170	5	$402,672,000	100	$230,663,170

Phillips & Jordan's proven approach to disaster debris management, established accounting and documentation processes, and extensive similar past experience has resulted in a collective reimbursement rate of approximately 98.7% of eligible costs over the past decade. The primary factor responsible for non-reimbursement to an applicant involved inadequate documentation provided by third-party monitoring firms.

2.15. ELIGIBILITY OF DEBRIS

As the debris removal contractor, Phillips & Jordan bares significant financial risk for cost associated with ineligible debris as well as the associated negative ethical implications. Phillips & Jordan accepts and manages this risk willingly. If we are requested by the City to remove ineligible debris, the City will be asked to make that request in writing. If the City's monitoring firm directs us to remove ineligible debris, we will require them to provide that request in writing, and will notify the City regarding the request. Each of our clients is assigned an experienced Project Manager that has FEMA PA experience and understands current policy and documentation recommendations to support eligibility claims.

2.16. STRATEGY FOR DEBRIS REDUCTION & RECYCLING

DEBRIS RECYCLING AND/OR ALTERNATIVE END USE

As one of the largest disaster debris management firms in the United States, Phillips & Jordan constantly evaluates the efficacy of new and innovative technologies and applications for the recycling or alternative end use of vegetative and C&D debris generated from disaster events. Waste reduction and recycling are key components to Phillips & Jordan's strategy for disaster debris management. Phillips & Jordan understands and supports an effective and efficient recycling program that maximizes the benefits of an overall disaster debris management mission.

Options that reduce waste disposal costs, save energy, support environmental conservation, and reduce landfill impacts must be examined and incorporated into the disaster debris management approach. Phillips & Jordan has always provided customers with viable options for recycling, along with the potential pitfalls associated with these options, to ensure that decision makers have the best possible information required to make a final program determination.
One example of Phillips & Jordan's past success in accomplishing disaster debris reduction involved the Hurricanes Frances and Wilma event response in Palm Beach County during which Phillips & Jordan hauled mixed debris piles from the streets to the 20 Mile Bend and Hooker Highway TDSR sites, and segregated vegetative debris from other debris greatly decreasing the amount of C&D debris that was hauled to the landfill for final disposal. The vegetative debris was reduced to mulch and recycled. As part of our response during Hurricane Fran, Phillips
& Jordan successfully recycled a large quantity of wood chips for use as boiler fuel, and during the Hurricane Katrina response commissioned a recycling vendor to crush, bale, and sell White Goods collected during the disaster debris management mission.

RECYCLING & REUSE STRATEGY

Recycling and reuse of disaster-related debris can reduce the burden on disposal facilities, conserve resources, minimize environmental impacts, and possibly provide a source of revenue. With diminishing

landfill space available in many communities, it is critical to implement alternative disposal methods and investigate other possibilities for both the reduction of debris and for recycling and reuse of recovered materials. Although landfilling may be the most viable option for some communities, an increasing number of them are determining that, with land availability and funds at a premium, use of landfill space of permanent disposal of disaster-related debris is not economically feasible.

COMMITMENT TO SUSTAINABILITY

Phillips & Jordan is committed to the sustainability of our planet and to ensuring that our projects are performed in an eco-friendly manner. To assist us in formalizing our commitment to conserve the resources utilized in the conduct of our operations for the benefit of those communities in which we live and work, Phillips & Jordan has developed a corporate Environmental Sustainability Strategic Plan.

The decision of when and how recycling should be implemented depends upon several factors including the type of debris, space available for recycling, the existence of local and regional markets for the recycled materials, the duration of the disaster debris management mission, and the cost effectiveness of recovery. The key to the economic viability of a recycling program is the ability of local and regional organizations to accept the type(s) and quantities of recovered materials generated by the program. Long distance transportation of materials often renders recycling cost prohibitive. The most advantageous mission-specific recycling method is determined using a cost benefit analysis that considers labor costs to perform recycling, costs associated with transportation, and unit pricing paid by recyclers. In certain instances, recycling may be contractually required regardless of the cost benefit analysis.

VEGETATIVE DEBRIS

Vegetative debris is typically transported from the field to a TDSRS for reduction. Vegetative debris reduction operations generally involve either chipping/grinding or incineration. Based upon Phillips & Jordan's extensive experience with regard to vegetative debris reduction using both of these methods, debris reduction via chipping/grinding results in a 4 to 1 volume reduction and via incineration results in a 10 to 1 volume reduction. Although the unit price per cubic yard for debris disposal without reduction is approximately 40% less than the unit price for disposal including reduction, the total price for disposal of reduced debris is typically 70% less than the cost for disposal without the benefit of reduction.

Beneficial reuse of vegetative debris reduced via the chipping/grinding method includes, but is not limited to, the following: horticultural mulch, manufacture of engineered wood products using chips, wood fuel for co-generation plants and/or industrial boilers, landfill cover, and fertilizer for croplands. Marketable trees transported to TDSRSs can be segregated rather than reduced and beneficially reused to produce dimensional lumber, fire wood, and landscape timbers.

During the response to Hurricanes Frances, Jeanne, and Wilma in 2004 and 2005, Phillips & Jordan was successful in recycling 100% of the mulch produced from reduction of vegetative debris for reuse by spreading on local agricultural fields.

CONSTRUCTION & DEMOLITION DEBRIS

In a commingled debris stream that is being managed curbside, which is the typical approach for a disaster debris management mission, it is generally more labor intensive and time consuming to separate recyclable building material from the debris stream. Conversely, at sites where large commercial or industrial structures have been damaged, it may be cost effective to segregate recyclable building material at the location as part of the debris removal activities. In all cases, recycling viability is determined through a cost benefit analysis that assesses costs of performing the recycling versus the costs of landfill disposal, coupled with the time allowed to implement an effective recycling program during the disaster debris management mission.

Two basic approaches are employed for recycling of C&D debris. One involves segregating recyclable building material at the curbside for direct transport to locations for recycling. The other involves loading and transport of mixed C&D debris to authorized landfills where it undergoes sorting to segregate recyclable building material. Either of these approaches offers distinct advantages and disadvantages, and both curbside and centralized segregation are considered by Phillips & Jordan when evaluating recycling opportunities during a disaster debris management mission.

Beneficial reuse of C&D debris includes, but is not limited to, the following:

- Metals including aluminum, copper, steel, brass, and tin can be sold to scrap metal recycling companies.
- Bricks, blocks, and concrete can be crushed into aggregate and reused for road construction or as fill material for non-construction applications. In addition, whole bricks and blocks can be sold to masonry recycling companies. During a flood event disaster debris management mission completed by Phillips & Jordan for the Colorado Department of Transportation (CDOT), approximately 5,000 cubic yards or rock and sediment was crushed into aggregate for reuse by the CDOT.
- Scrap lumber can be processed and used for landscaping, wood fuel for co-generation plants and/or industrial boilers, and engineered building products.
- Cardboard can be collected in cardboard-only dumpsters and used by paper recycling companies to produce new paper products.
- Glass can be collected in glass-only dumpsters and used by glass recycling companies to produce new glass products.
- Gypsum drywall can be used to produce new drywall, cement, and for agricultural applications.
- Asphalt shingles can be used to produce asphalt pavement mixes or in cement production.

OTHER DISASTER DEBRIS

During the performance of a disaster debris management mission, segregated debris items (White Goods, E-waste, and SME) are transported from the field to Debris Processing Sites where they are processed for final disposition. In addition, vehicles and vessels are transported from the field to staging locations where they are processed for final disposition. Beneficial reuse of these types of debris includes, but is not limited to, the following:

White Goods: metal casings crushed/baled and sold to scrap metal recycling companies; undamaged components used as replacement parts; waste oil removed and drummed for oil recycling companies; and Freon extracted from refrigerators, freezers, and air conditioners and sold to Freon recycling companies.

E-waste: items wrapped on pallets and sold to electronics recycling companies, and cables sold to scrap metal recycling companies.

SME: items crushed/baled and sold to scrap metal recycling companies, undamaged components used as replacement parts, and waste oil removed and drummed for oil recycling companies.

Vehicles & Vessels: vehicles and vessel metal sold to scrap metal recycling companies, undamaged components used as replacement parts, waste oil removed and drummed for oil recycling companies, and tires removed and packaged for tire recycling companies.

2.17. SAFETY

PROGRAM OVERVIEW

Phillips & Jordan is committed to a "Zero Incident Philosophy" that entails no harm to person, property, the environment, or our reputation. This philosophy is a fundamental cornerstone of all Phillips & Jordan projects and is a shared commitment by all Phillips & Jordan employees. Each employee is held accountable to take a "Safety Always" approach to daily work activities. We embrace individual accountability which starts with leadership. Our Chief Executive Officer has primary accountability for the safe execution of our work. This tone at the top is conveyed to each level of leadership within our organization. Safety is embraced throughout the company and ranks above all other aspects of our business, including schedule and production.

Phillips & Jordan is committed to a "Safety Always" culture and to accomplish work in a manner that ensures protection of workers, the general public, and the environment. As an example of our corporate commitment to safety, we systematically integrate safety into management and work practices at all levels inclusive of all subcontractors. The backbone of our safety approach is comprised of five core safety management functions: (1) define the work scope, (2) analyze the work hazards, (3) develop and implement controls to reduce the identified hazards, (4) perform work in compliance with hazard controls, and (5) provide feedback during and after work execution to accomplish continuous improvement. As a result of our efforts, Phillips & Jordan's workforce logged 8,638,084 man-hours without a lost-time injury between January of 2013 and November of 2016.

Phillips & Jordan is committed to providing the most up to date training for its employees so they have the knowledge necessary to complete projects safely and maintain our "Safety Always" approach. Phillips & Jordan maintains an effective employee training program and we track employee training certifications to ensure that required skill proficiencies are current. Minimum training requirements for all Phillips & Jordan field employees include the following:

- Phillips & Jordan General Safety Orientation
- CPR/First Aid (Supervisors)
- 30-Hour Occupational Safety and Health Administration (OSHA) Training (Supervisors)
- 10-Hour OSHA Training (Operators/Laborers)
- Electrical Hazard Awareness Training
- Hazard Communications

Phillips & Jordan implements a comprehensive Safety Program for the purpose of protecting our employees (including our subcontractors) and those of our customers and the general public. This program is based upon a series of policies, procedures, and processes developed from best practices and lessons learned derived from execution of hundreds of projects for commercial-sector and government-sector customers. Phillips & Jordan's Safety Program exceeds minimum OSHA regulatory requirements, with particular emphasis on the OSHA standards promulgated in CFR Parts 1910 and 1926, in every area including written programs and worker training.

Policies and procedures associated with Phillips & Jordan's Safety Program which are utilized by all operating divisions within our organization are detailed within the corporation's Safety and Accident Prevention Program Manual. The contents of this manual include the following topics:

- Safety Culture and Policy
- Return to Work Policy
- Personnel Duties and Responsibilities
- Personnel Training
- Hazard Recognition, Evaluation, and Control
- Safe Work Practices
- Driver Safety Program
- Hearing Conservation Program
- Drug Free Workplace Program
- Accident Investigation, Reporting, and Medical Treatment Procedures
- Disease Transmission Prevention Plan
- Equipment Operator Qualification
- 3-Way Communication Campaign
- Serious Injuries & Fatalities Prevention

Phillips & Jordan's Safety Program is implemented throughout all operating divisions within our organization. The program is monitored by Phillips & Jordan's Vice President of Safety & Risk Management (Mr. Steve Thompson) who is supported by a staff of 23 full-time safety professionals that are each assigned responsibility for oversight of program implementation within specific operational divisions or regions, or for individual projects. The Safety Program group reports directly to the President and Chief Executive Officer of Phillips & Jordan. Any safety-related incident/event that occurs during job performance is immediately reported to Mr. Thompson who subsequently initiates an investigation of the incident/event and issues (if necessary) any required revision to Safety Program implementing procedures.

IMPLEMENTATION APPROACH

Prior to initiation of jobsite activities, the Vice President of Safety & Risk Management oversees the preparation of a Site-Specific Safety and Health Plan that includes a completed Job Safety Analysis (JSA) checklist. The JSA is revised by the project Safety Manager during the duration of the project in the event that any new or previously unidentified hazards are encountered. Please find an example of Phillips & Jordan's typical disaster response safety documents in Appendix II to this proposal. These documents will be tailored to the specific needs of the City.

- Accident Prevention Plan For Debris Management Activities
- Health and Safety Plan (HASP) for Debris Management Activities

Phillips & Jordan's Safety Manager, and supporting health and safety personnel, is present at the jobsite to oversee ongoing work activities and ensure compliance with all Phillips & Jordan and client safety requirements. The Safety Manager and supporting personnel conduct site-specific safety orientation training for all Phillips & Jordan and subcontractor personnel (if applicable) at the beginning of the project. This training includes a review of planned project operations, identification of hazardous conditions, and review of all applicable safety procedures.

During performance of the project, the Safety Manager in coordination with site superintendents/foremen conduct daily crew safety briefings to discuss the plan of day and to ensure that all workers are fit for duty. The Safety Manager conducts weekly tool box safety meetings for all on-site personnel to discuss a safety topic relevant to the project and to review any accidents or near misses that occurred during the previous week. Each of these meetings is documented on a Toolbox Safety Meeting form which is prepared by the Safety Manager and signed by all attending personnel.

In addition to safety meetings, the Safety Manager conducts unannounced jobsite safety inspections to ensure that all safety policies and procedures are being followed, and regularly reviews project safety plans and procedures to ensure the protection of on-site personnel.

Any safety-related incidents/events that occur during job performance are immediately reported to the Vice President of Safety & Risk Management who subsequently initiates an investigation of the incident/event, and prepares any required revision to the corporate safety program implementing procedures. Phillips & Jordan also maintains a Safety Committee chaired by the Vice President of Safety & Risk Management that meets on a regular basis to discuss and document safety trends and statistics associated with ongoing and recently completed projects, and to develop recommendations for improvement.

Accidents and incidents that occur on jobsites must be used as learning tools to prevent similar actions from recurring. A proper accident investigation is imperative to identifying the root cause of any occurrence. Phillips & Jordan has implemented an investigation strategy that includes items that are often not reported, such as near misses. Employees are educated on the importance of proper and timely reporting of all occurrences even when no damage or injury occurs, and how this reporting assists in providing a safer work environment. Despite being one of the early warning signs of a possible upcoming accident, near misses are often not properly reported or investigated. Phillips & Jordan has initiated a system for employees to report any and all near misses to site supervision for full investigation. The subsequent investigation documents actions that led up to the near miss, discussion of causal factors

involved with the near miss, and what actions need to be taken to ensure that the near miss will not occur in the future. Near misses are incorporated into trending analysis of incidents in an attempt to prevent future incidents. A summary of incidents and near misses are distributed to all levels of management on a weekly basis to assist in identifying problem areas related to employee safety.

PERSONAL PROTECTIVE EQUIPMENT

Phillips & Jordan follows all Occupational Safety and Health Administration and American National Standards Institute (ANSI) requirements for personal protective equipment (PPE) relative to the work type being performed. Our management team ensures that all PPE issued for each project meets both the client's requirements and Phillips & Jordan's internal standards. Phillips & Jordan provides all PPE to our employees at no cost and performs routine checks on functionality, performance, and recommended replacement intervals. The minimum PPE used by Phillips & Jordan employees consists of hard hats, safety toe work boots, ANSI approved safety glasses, long pants, high visibility safety vests, and work gloves specific to a job task (leather, cut resistant, chemical resistant, etc.).

3) Indicate areas of the scope and percentage of work Proposer may subcontract and how it will ensure that only subcontractors approved by the City are utilized. Explain Proposer's processes for selecting and training subcontractors to manage disaster events.

3.1. SUBCONTRACT PROCUREMENT POLICY

Phillips & Jordan's subcontract procurement policy has always involved efforts beyond simply identifying and offering opportunities to subcontractors including small and disadvantaged business concerns. Phillips & Jordan has historically provided technical, financial, and equipment support to subcontractors who need such assistance to procure and successfully perform subcontracts. As a prime contractor, on every disaster debris management project that we perform, Phillips & Jordan pays our subcontractors on a weekly basis well in advance of payment receipt from our clients. It is Phillips & Jordan's intent to continue this policy and expand our assistance to subcontractors as a prime contractor during future disaster debris management missions.

Phillips & Jordan routinely reviews information sources to determine the competence, ability, experience, and capacity of small and disadvantaged business concerns to perform additional, more complex, or higher compensated work. Phillips & Jordan also identifies areas in which it may be able to provide technical or other assistance to small and disadvantaged business concerns which will increase their competency and therefore become eligible for more sophisticated work assignments.

Phillips & Jordan typically utilizes a combination of key pre-positioned subcontractors with whom we have executed master service agreements, pre-registered subcontractors who are documented in our internal subcontractor database, and small and disadvantaged business concerns identified following a disaster event. Phillips & Jordan has a proven track record of meeting the socioeconomic subcontracting goals of our customers and ensuring that our subcontracting efforts are in compliance with all applicable federal regulations.

Subcontractors typically self-perform or partially support the following requirements on an as needed basis:

- Collection and transportation of debris
- Reduction and disposal of vegetative debris
- Sorting, decommissioning, packaging, and transportation of household hazardous waste, construction & demolition debris, white goods, electronic waste, small motorized equipment, or other non-vegetative debris
- Performing traffic control
- Performing structural demolition
- Hazardous tree, limb, and stump removal
- General labor for miscellaneous work

Phillips & Jordan anticipates that approximately 60% of the work performed during a disaster debris management mission would be subcontracted in the event of a contract activation. The number of subcontractors engaged, assignment of work areas, and percentages of work assigned will be based on the unique needs of the mission, and the goals and priorities of the City. Phillips & Jordan's intent is to distribute work evenly among all subcontractors. Regardless of the level of subcontractor participation, Phillips & Jordan will ensure that all required manpower and equipment is deployed to meet the specific needs of any debris management contract activation.

3.1.1. CONTRACTUAL ENGAGEMENT

The approach utilized by Phillips & Jordan to qualify and subsequently engage subcontractors for any given disaster debris management mission, including pre-positioned subcontractors, involves the following activities:

- Obtain and review subcontractor Dun & Bradstreet report.
- Ensure that subcontractor's general contractor license is valid or ensure that subcontractor is in good standing with the Secretary of State if not a general contractor.
- Review subcontractor assessment form provided to the subcontractor by Phillips & Jordan and determine if subcontractor meets criteria to be classified as an approved vendor.
- Review copy of subcontractor's Certificate of Insurance to ensure that coverage meets minimum requirements established by Phillips & Jordan.

After completion of the activities listed above, subcontractors determined to be qualified are issued a Master Subcontract for Disaster Response Services. This document addresses standard terms and conditions including, but not limited to, compliance with laws and regulations, employee eligibility, insurance requirements, safety requirements, payment terms, dispute resolution, performance and payment bond requirements, and ethics compliance.

Immediately following activation of a Master Subcontract for Disaster Response Services, Phillips & Jordan issues a Master Work Order to the subcontractor. Each work order is tailored for a specific disaster debris management mission and includes, but is not limited to, scope of services, performance schedule, contract type, special payment requirements, event-specific insurance requirements, special terms and conditions, and a pricing schedule.

3.1.2. GUIDING MANAGEMENT PRINCIPLES

Phillips & Jordan's approach to managing subcontractors is based on the following guiding principles:

- Effective channels of communication are clearly defined and established.
- Responsibilities and authorities are clearly defined in the Master Work Order.
- Required documentation is clearly defined in the Master Work Order.
- Specific services are clearly defined in the Master Work Order.
- Any constraints imposed on a subcontractor, including schedule and budget constraints, are clearly defined in the Master Work Order.
- Safety, quality, and insurance requirements are clearly defined in the Master Work Order.
- Appropriate terms and conditions are clearly defined in the Master Work Order.

3.1.3. PERFORMANCE & MONITORING

In order to ensure that a disaster debris management mission is executed at the highest level of effectiveness and efficiency, the individual work scopes for all involved subcontractors are integrated into a cohesive mission plan so that each subcontractor understands how their role fits into the overall operational approach.

Upon activation of the contract, Phillips & Jordan activates subcontractors needed to support debris management operations, including qualified local subcontractors in accordance with the Stafford Act. Phillips & Jordan then issues a Master Work Order to each subcontractor. Phillips & Jordan requires each subcontractor to provide a single point of contact (POC) for their subcontract to ensure accountability and clear channels for communication between the companies. Subcontractor employees assigned to support activities are directly accountable to the Phillips & Jordan Operations Manager for their overall job performance.

The Phillips & Jordan Operations Manager serves as an interface between City representatives and subcontractor employees in matters related to task assignments, job performance issues, and any other concerns or issues that may arise. The Operations Manager works closely with each subcontractor POC to ensure that all necessary support and resources are provided, that all identified issues are resolved, and to conduct performance reviews as needed. Daily monitoring of subcontractor crew activities are conducted by Phillips & Jordan field managers who are responsible for assessing performance and identifying issues that require corrective measures. Each field manager reports observed subcontractor crew performance to the Operations Manager on a daily basis.

3.1.4. REPORTING

During performance of a disaster debris management mission, Phillips & Jordan requires subcontractors to submit on a weekly basis a list of current personnel, either timesheets (time and materials subcontract) or yardage hauled (unit price subcontracts), and safety incident reports.

3.1.5. COMPENSATION PHILOSOPHY

Pricing developed by Phillips & Jordan for a disaster debris management mission does not reflect an undue desire to maximize profit, but rather to ensure that we have the ability to pay our subcontractors reasonable compensation for their services. When subcontractors are paid reasonable compensation, they are motivated to provide the best personnel and equipment possible, ensure that their work activities are conducted in a safe manner and are of the highest quality possible, and remain committed to completing their work assignments throughout the duration of the mission.

4) Describe Proposer's "clean as you go" policy.

4.1. CLEAN-AS-YOU-GO POLICY

Phillips & Jordan implements a clean-as-you-go approach to debris removal. This means that our crews will not be allowed to "cherry pick" debris as they move from area to area. All debris of the specific type that a crew has been assigned to remove from a designated area will be removed before they proceed to another area. Phillips & Jordan will remove all assigned debris and leave each pick-up site from which the debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, and bark that is not picked up by equipment and general laborers. A "hot spot" crew will be available to address any urgent issues that the City might identify as needing immediate attention.

5) Discuss Proposer's approach to:
a. team work assignments, data management, and project tracking.

5.A.1. TEAM WORK ASSIGNMENT PROTOCOLS

Prior to beginning work, all project personnel and equipment will be processed at a resource staging area. A separate equipment marshaling area will be organized in a manner that allows ample storage space for the equipment coming in, the equipment that has passed inspection, and the equipment returning from the field each day. The check-in process will entail the following:

- Subcontractors
  - Work documentation
  - Subcontract overview
  - Health & Safety Orientation
  - Payment process and pay cycles
  - Payment disputes
  - Contact numbers
  - Ethics training and Anti-Kickback Policy

- Hauling Units
  - Vehicle inspection
  - Commercial Driver's License Verification
  - Load Carrying Capacity Certification
  - Placard

- All Other Equipment
  - Equipment inspection
  - Placard

After each team member has completed its mobilization to the project site, the Phillips & Jordan Operations Manager will assign the team member to a specific operational area. Once assigned, the team member will only work in the assigned operational area until released by the Operations Manager. At the inception of the project, Daily Planning Meetings will be conducted by the Operations Manager. The purpose of these daily meetings will be to guide and coordinate the debris removal efforts, and to identify and resolve operational problems.

b. supervising multiple clean-up crews, managing multiple tasks simultaneously and expeditiously, and resolving problems.

5.B.1.CREW AND SUBCONTRACTOR SUPERVISION

Upon activation of the contract, Phillips & Jordan will activate subcontractors needed to support debris management operations, including qualified local subcontractors in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Phillips & Jordan will then issue a subcontract to each subcontractor with the appropriate flow down clauses, terms and conditions, and requirements. Phillips & Jordan will require each subcontractor to provide a single point of contact (POC) for their subcontract to ensure accountability and clear channels for communication between the companies. Subcontractor employees assigned to support activities will be directly accountable to the Phillips & Jordan Operations Manager for their overall job performance.

2011 Joplin, MO Tornado

The Operations Manager will serve as an interface between City representatives and subcontractor employees in matters related to task assignments, job performance issues, and any other concerns or issues that may arise. The Operations Manager will work closely with each subcontractor POC to ensure that all necessary support and resources are provided to the City, that all identified issues are resolved, and to conduct performance reviews as needed. Daily monitoring of crew and subcontractor activities will be conducted by Phillips & Jordan Sector Managers who will be responsible for assessing performance and identifying issues that require corrective measures. Each Sector Manager will report observed crew and subcontractor performance to the Operations Manager on a daily basis.

5.B.2. DAILY PROJECT MEETINGS

At the inception of the project, Phillips & Jordan establishes a centralized staging area in a discrete geographical area. Work crew supervisors report to this staging area for a daily planning meeting. This meeting is conducted by the Operations Manager and serves as a forum to identify and correct any problems encountered during operational activities. The general format of these meetings is as follows:

- Problems encountered
- Resources needed
- Safety and health issues
- Production concerns
- Establishment and tracking of benchmarks (i.e. loads hauled)
- Subcontractor announcements
- City and other stakeholder issues
- Local issues and complaints
- Coordination issues with vendors including local waste haulers and tree trimming contractors
- Assignments for the day

The primary objective of the daily planning meeting is to produce a coordinated effort among all operational personnel. Information is exchanged between supervisors, priorities established, and problems resolved. These meetings have been conducted by Phillips & Jordan during previous disaster debris management missions and have resulted in extraordinary results and camaraderie among project participants.

c. ensuring the quality of the work being performed by its crews and subcontractors.

Please find this infomration in Subsection 8 in this proposal Tab.

6) Describe Proposer's database reporting system and capabilities, including the ability to capture data and provide electronic reports as required in the RFP. Attach sample reports, load tickets and vehicle placards used in the operation of debris removal activity.

6.1. DAILY OPERATION REPORTS

Daily Operation Reports are prepared by Phillips & Jordan and submitted to the City in accordance with contract requirements applicable to the disaster debris management mission. The reports are organized by sector, zone, and TDSRS, and are submitted electronically to the designated City representative. Reports include, but are not limited to, details regarding locations where passes for debris removal were conducted, the quantity and type of debris removed, the quantity of debris reduced, safety incidents, private property damage caused during debris removal operations or damage claims made by citizens, and other relevant information regarding Phillips & Jordan's daily conduct of operations.

6.2. AUTOMATED DEBRIS MANAGEMENT SYSTEM

SYSTEM OVERVIEW

Phillips & Jordan and our partner firm TAC Insight have been on the forefront of ADMS software development and led some of the industry's most successful projects utilizing ADMS software technology. Since 2005 our team has been involved in design, development, and testing of ADMS technologies, and over the past 2 decades have evolved the technology to take advantage of the latest in advanced software, data analytics, and cloud infrastructures. The cost for utilization of Phillips & Jordan's ADMS is not included in the pricing provided with this proposal. However, in the event that City is interested in deploying this system as part of a future disaster debris management mission, pricing would be negotiated by Phillips & Jordan with City at the time of contract activation.

The basic objective of our system, designated FASTweigh ADMS™, is to create an electronic debris management system resulting in the elimination of paper tickets. The primary benefits of the system are as follows:

- Eliminate paper
- Eliminate data entry
- Eliminate multiple data sets
- Expedite daily reporting
- Expedite invoice reconciliation and audit
- Map performance
- Increase accuracy
- Minimize ticket fraud
- Provide trend analysis
- Identify inefficiencies
- Increase operational awareness

TAC Insight provides and manages the ADMS service for a disaster debris management mission, and specializes in providing IT services and unique software for bulk material and waste industries along with software automation. In addition to ADMS software, TAC Insight maintains scale weigh ticket accounting, mobile ticketing platforms, and cloud based applications utilizing similar technologies.

TAC Insight began development of an ADMS system in 2004 that was designed to meet the technical specifications of an USACE Advance Contracting Initiative solicitation that required Phillips & Jordan to provide an automated debris ticketing system. Planning and development of the system was based upon our experience related to debris ticket administration gained over the previous 2 decades performing both federal and non-federal disaster debris management missions including those performed for Hurricane Fran, the 9/11 World Trade Center Terrorist Attack, Hurricane Katrina, and the 2011 State of Alabama Tornado Outbreak.

TAC Insight offers experience with various technologies and deployments including iBeacons, smart cards, RFID, ID Buttons, and 2-Dimensional Quick Response Barcodes. TAC Insight's past experiences and collective knowledge resulted in the achievement of several milestones during the combined ADMS operations associated with the disaster debris management missions performed following the 2011 State

of Alabama Tornado Outbreak and associated Joplin, Missouri EF-5 tornado. These milestones included the following:

- Deployed and operated, simultaneously, for two separate events (Joplin and Alabama) in two distinct regions of the country.
- The Defense Contract Audit Agency (DCAA) Tampa office (DCAA debris subject matter experts), in conjunction with USACE Internal Review, audited each invoice submittal of each task order resulting in an error rate attributable to the ADMS of less than 0.1%.
- Utilized by the Alabama Emergency Management Agency in determining reimbursement grids and allocation of cost share to more than 100 distinct municipalities and/or townships.
- Utilized to determine cost share allocations and reimbursement percentages for Joplin based upon customized GIS mapping shapefiles.
- Mobilization and 100% ticketing with the ADMS achieved on day one of both debris missions and within 12 hours of NTP for all task orders issued pursuant to the Master Contract.
- Operated 16 truck certifications stations, 53 disposal sites, and greater than 450 field handheld units and printers.
- Certified 9,960 unique hauling units and pieces of support equipment.
- Of the greater than 186,000 transactions processed, less than 0.2% were documented using paper tickets.
- The missions involved 50,800 leaner/hanger transactions and 24,178 stump transactions.

MOBILIZATION & RESPONSE

TAC Insight maintains a fully operational hosted ADMS platform, and can immediately transition resources to support multiple disaster debris management missions in multiple regions. Successful deployment of the FASTweigh ADMS™ is achieved during mobilization through completion of the following actions:

- Development of the implementation team organizational structure.
- Preparation of system documentation and training materials.
- Pre-event training of key ADMS personnel.
- Maintenance and inventory of equipment required to satisfy start-up requirements within 48 hours following receipt of NTP.

A deployment specialist is mobilized to the disaster zone to determine basic contract guidelines required to setup or modify the mission database, configure handheld devices, and configure TDSRS tablet computers. Equipment and personnel certification kits are sent to the disaster zone and used to complete the check-in and certification process for equipment and quality control monitors. During initial startup, TAC Insight personnel assist Equipment Certification Specialists with the process of equipment check-in, and provide support for the ADMS system 7 days per week.

TAC Insight currently maintains an inventory of more than 50 handheld device/printer combinations and 5 TDSRS tablet computers. An additional 100 handheld device/printer combinations and 5 TDSRS tablet computers can be made available no later than 96 hours after receipt of NTP in the event that additional equipment is required. Additional handheld devices/printers can typically be sourced within 48 to 72 hours while TDSRS tablet computers can typically be sourced within 96 hours.

Based on past experience, operational knowledge, current equipment inventory, and ability to rapidly source additional equipment, Phillips & Jordan is capable of initiating utilization of the FASTweigh ADMS™ immediately after receipt of NTP. In addition, paper tickets can be used as backup during a disaster debris management mission if necessary. This documentation can be entered manually into the FASTweigh ADMS™ at a TDSRS inspection tower and are designated in the system as paper tickets.

The personnel required to implement the FASTweigh ADMS™ for a typical disaster debris management mission are as follows:

- TDSRS Technical Support Team – 1 per site
- Field Technical Support Team – 1 per 50 users
- Equipment Certification Manager – 1 per equipment certification site
- Database & System Administrator – 1 per mission
- Help Desk Attendant – 1 per mission available 24 hours 7 days a week

PAST PERFORMANCE

Example projects for which the FASTweigh ADMS™ was, or is currently being, utilized in conjunction with similar requirements identified by City include the following:

Event Name	Year	# Records
Nuns, Tubs, Atlas, & Pocket Wildfires Pacific Gas & Electric Company	2017 - Ongoing	+10,500
Hurricane Irma Florida Department of Transportation	2017 - Ongoing	+30,000
Hurricane Irma True North Emergency Management	2017 - Ongoing	+51,000
Hurricane Harvey True North Emergency Management	2017 - Ongoing	+4,000
Wildfire Fuel Source Mitigation Pacific Gas & Electric Company	2016 - Ongoing	+31,000
Texas Flood Response Harris County Flood Control District	2016	2,484
Colorado Flood Response Colorado Department of Transportation	2014	4,940
Hurricane Isaac Transport Tracking, LLC	2012	14,439
State of Alabama Tornado Outbreak U.S. Army Corps of Engineers	2011	~150,000
Joplin, Missouri EF-5 Tornado Weston Solutions	2011	~36,000
Coal Fly Ash Release Tennessee Valley Authority	2008 - 2010	~108,000

Event Name	Year	# Records
Lake Pontchartrain & Vicinity 109 Levee Work BIS Services, LLC	2010	56,791
West Bank & Vicinity 15A.2 Levee Work Phylway Construction, LLC	2010	64,300
Levee Rebuilding Project Plaquemines Parish, Louisiana	2009	2,541

TECHNICAL CAPABILITY

Data Storage & Security: All FASTweigh ADMS™ websites and data are hosted in the Microsoft Azure Cloud. The cloud maintains a diverse set of regulatory compliance protocols that adhere to the following:

- ISO 27001/27002
- SOC 1/SSAE 16/ISAE 3402 and SOC 2
- Cloud Security Alliance CCM
- FedRAMP
- FISMA
- FBI CJIS (Azure Government)

Implementation of the FASTweigh ADMS™ begins with the equipment and personnel check-in process. Information regarding equipment and personnel assigned to a disaster debris management mission are verified, and individual identification numbers are assigned to equipment/personnel to facilitate activity monitoring and control. Ticket data is entered and stored on a laptop computer, and each record is simultaneously saved and transmitted via the Internet to an encrypted database server via https web services. When debris hauling operations commence, ticket data is collected and stored on a TDSRS tablet computer located in the inspection tower.

Data can be transmitted in real-time if cellular service is available, or can be stored and batch uploaded once the portable tablet computer is connected to the Internet. Data is stored on the hard drive of each TDSRS tablet computer until successful transmission of each record has been achieved. In addition, a backup copy of each record is stored on a removable SD Card provided with each TDSRS tablet computer in the event of a system or hard drive failure.

Data Collection & Ticketing: The FASTweigh ADMS™ provides all of the core functionality required for an ADMS, and uses encrypted 2D Quick Response Barcodes to transfer data. Each record includes an encrypted hash algorithm which is verified at TDSRSs to prevent unauthorized duplication of a QR Code ticket. The FASTweigh ADMS™ provides several advantages over similar smart card based systems while accomplishing the necessary goals and objectives. These advantages include the following:

- More widely accepted and adapted technology
- More readily available and alternate choices of handheld and smartphone technologies
- Auditable paper trail not available with smart card ticketing
- Elimination of potential smart card read/write errors
- Equipment operator acceptance of physical load ticket

Ticket Types: The FASTweigh ADMS™ is designed specifically to process several ticket types including work order hauling (cubic yard or ton), ROE tracking, hazardous trees, stumps, and individual items (White Goods, boats, vehicles, etc.). Each individual module is specifically designed for the appropriate debris type, and handheld devices can be configured to support a single platform or include types of ticketing based on a quality control monitor's credentials. Modules for work order hauling, hazardous trees, stumps, and individual items can include picture documentation.

Reporting & Controls: The FASTweigh ADMS™ has the capability to share database records with stakeholders, contractors, and auditors via the Internet. Data contained in the system is password protected; implements role-based access controls; and has viewing, printing, and reporting capabilities. Stakeholders are granted permissions that only allow them to review and print information specific to their needs.

An independent Certified Public Accountant firm was engaged by Phillips & Jordan in 2011 to perform a system audit during operation of our ADMS that was deployed as part of the disaster debris management missions conducted for the 2011 State of Alabama Tornado Outbreak and the EF-5 tornado that destroyed Joplin, Missouri. The audit was performed to test the system's internal controls and develop improvement recommendations based on the findings. As a result, several routines are performed at an administrative level to further ensure the accuracy and reliability of system data. These routines include:

- Real time electronic queries and analysis to identify any errors that require correction prior to invoicing
- Identification of common errors and development of corrective recommendations
- Sampling of GPS locations and analysis
- 100% audit of equipment certifications
- Ticket batch reconciliations
- Maintenance of error logs

The database includes both billing and subcontractor payment rate schedules. In addition, the system maintains billing/payment cycle settings and contractor reconciliation dates.

GIS Data & Embedded Analytics: In addition to identifying the location latitude and longitude for each record, TAC Insight utilizes its own custom API's to geo-reference each load with the following information:

- Straight line miles to TDSRS
- Road miles to TDSRS (calculated by best route)
- Street address, city, county, zip code, and state

Several mapping visualizations are available including both Microsoft Bing and Microsoft Power BI Analytics mapping. These applications allow for custom query and mapping to identify load-out, hazardous tree, and TDSRS map visuals. The current version of the FASTweigh ADMS™ includes embedded report analytics that can provide executive level snapshots and data visualizations.

7) Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event.

7.1. STAFF AVAILABILITY

Identification of specific key personnel is not realistic at this time given the fact that the timing and magnitude of the disaster is not known. However, the Phillips & Jordan debris management team would primarily consist of individuals selected from Phillips & Jordan's core response group. During "blue sky days", when Phillips & Jordan does not have any disaster debris contract activations, these individuals support other ongoing projects. In the event that a disaster impacts the City, Phillips & Jordan has the capability to immediately re-assign personnel with disaster experience to support the response effort without affecting ongoing project work. Our ability to fulfill this commitment is based on our large workforce that numbers more than 1,100 employees providing us with sufficient bench strength to provide multiple layers of redundancy to a project and our cadre of project managers, superintendents, and foremen. Phillips & Jordan is committed to providing staff with prior disaster debris removal experience for the duration of any contract activation with the City.

In the event that Phillips & Jordan has other pre-positioned contracts activated simultaneously with the City's contract, Phillips & Jordan will execute the City's debris management contract separately from the other contracts by different project teams. Phillips & Jordan will assign one senior Event Manager to oversee the total debris management mission and separate Project Managers to manage the work performed under each separate contract. This organizational structure provides the Phillips & Jordan Event Manager with high-level oversite of a multi-jurisdictional deployment while each activated community receives the attention it needs from a dedicated project manager, assuring each jurisdiction of a response that is both efficient and effective.

PROVEN QUALITY CONTROL

Phillips & Jordan maintains a Quality Management System that is compliant with the International Organization for Standardization (ISO) 9001:2008 standard.

8) Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections.

8.1. CORPORATE QUALITY MANAGEMENT

Phillips & Jordan believes that our long-term success can only be achieved by fully satisfying and striving to exceed our customers' expectations regarding the quality of our services and the timeliness and dependability of our delivery. Our goal is to achieve excellence through innovation, combined with a proactive and collaborative approach with our customers to ensure understanding of the services to be provided and the metrics of performance. In order to accomplish our goals, we maintain a Quality Management System (QMS) compliant with the International Organization for Standardization (ISO) 9001:2008 standard, and we work to continuously improve quality in our services through appropriate quality-enhancing techniques until the level of customer satisfaction described is achieved.

The purpose of our Quality Policy is to maintain an effective QMS that meets or exceeds customer requirements, achieves a high level of customer satisfaction, and maintains our reputation as a quality-oriented organization. This is achieved through implementation of the following:

- Managing and delivering services that are defect free and performed safely, on time, and within budget.
- Maintaining personal contact with customer representatives and engineers to actively address project issues and recommendations.
- Developing relationships and partnering agreements with subcontractors and suppliers.
- Promoting the use of local labor, subcontractors, and suppliers while monitoring their quality programs and performance.
- Continually monitoring and analyzing performance to identify and implement process improvements.
- Ensuring the competence, development, professionalism, and safety of our employees.
- Recognizing the achievements of our staff and maximizing their potential.
- Continually improving the effectiveness of our QMS.
- Documenting lessons learned and applying them to future work.
- Implementing and adhering to a framework of policies, procedures, and processes that comply with the requirements of the ISO 9001:2008 standard and applicable industry codes and regulations.

Our established ISO 9001:2008 compliant QMS is augmented by 16 corporate quality implementation procedures (CQIPs) that establish guidance for how we operate as an organization. QMS CQIPs address the following topics: the QMS; control of documents; quality records; management review; contract review and closeout; customer relations; continual improvement; competency, awareness, and training; control of operations; inspection, measuring, and test equipment; construction control plan development; purchasing; inspection process; internal quality audits; corrective and preventive action; and control of nonconforming construction.

Leadership and Top Management Commitment: Our Chief Executive Officer, President, and departmental and other managers responsible for Operations, Marketing, Safety, Purchasing, Human Resources, Quality Control, Information Technology, and Facilities comprise our corporate leadership. Each of the leaders in our organization is personally committed to the success of our QMS and take personal responsibility in the implementation, maintenance, enforcement, and improvement of our program.

Customer Management: Phillips & Jordan has been very successful over our 63-year history in developing and retaining relationships with customers such as the USACE, Tennessee Valley Authority, and Duke Energy by conducting our work competently, safely, ethically, and with the highest quality standards achievable in our industry. We have established formal customer satisfaction survey procedures to ensure that we receive adequate and representative feedback from customers in all of our six business markets. We seek and utilize the feedback of our customers to continuously improve and develop the quality of our work to meet and exceed our customer's expectations.

Training and Education: Phillips & Jordan seeks to attract and retain the finest and highest quality talent available in the industry, whether they are seasoned professionals or industry beginners. To do so, we

have established procedures for thoroughly vetting prospective employees and establishing training needs for career development. Our training programs are designed to develop the skills of the employee for their specific position and to provide opportunities for professional growth. We give our employees the tools and let them decide their path.

Teamwork: Whether it is one business market working with another business market, prime contractor to subcontractor, or joint venture relationship, we enter a project with the same overall goals….exceed customer expectations, do it safely, do it ethically, and do it right the first time! We have over 1,200 employees and utilize the most qualified people to staff a project. We rely heavily upon each person to have good judgment, make good decisions, and to protect the interests of our customers and our company.

People Management and Empowerment: Our technical professionals enter into projects with understanding of the scope of services, goals, and objectives but are provided a degree of autonomy as it relates to the means and methods by which the work is accomplished. Our employees bring talents and skills to the table and are provided opportunities to provide innovation, alternatives, and options for improving processes.

Supplier Partnership: Phillips & Jordan engages many suppliers and subcontractors in the course of our work, many that have been long-term partners, suppliers, and service providers on projects throughout the country. We seek to engage the highest quality suppliers that share our tenacious pursuit of customer satisfaction to ensure our shared successes.

Quality Planning and Strategic Efforts: As part of our QMS, we have developed procedures that are intended to: ensure our thorough understanding of the work to be conducted; engage all disciplines in the planning and preparation of work; provide written guidance for planning document development; provide guidance for work inspection; and provide guidance for management of non-conforming construction. Our QMS procedures are the guidance used to ensure that we plan our work and work our plan….doing it right the first time!

Process Management: On the project level, project managers, superintendents, schedulers, estimators, quality control personnel, safety personnel, and project controls personnel share the responsibilities for maintaining the scope, schedule, and processes used for successful execution and completion of the work.

Rewards and Recognition: Phillips & Jordan has implemented an annual personnel evaluation program that is used to evaluate an employee's performance, determine opportunities for improvement, establish training requirements, and to provide merit increases, promotions, and incentives to our most valuable assets.

Communication: As an organization, we utilize 3-way communication as an effective means of ensuring clear and concise understanding of directions, instructions, and requests. The method requires the first party to provide the direction to second party. The second party repeats the direction back to the first party to ensure understanding. The first party confirms that the second party understood the direction.

Information on our projects is communicated through manuals, procedures, instructions, drawings, specifications, quality records, reports, etc., and through training, on-the-job instruction, meetings, and electronic media.

Project-Specific Quality Management for Debris Removal Missions: Phillips & Jordan's corporate quality standards and policies are engrained into our key management and supervisory personnel and actively communicated with our project teams (including our client and their authorized representatives) at the start of the project. The project-specific Quality Control Plan is regularly monitored and updated as needed throughout the project to address any project-specific issues that might arise.

A Quality Control Monitor is assigned to each debris loading crew. The Quality Control Monitor's duties include ensuring that project-specific debris from designated eligible areas is being removed; documenting the time, date, hauling vehicle information, and GPS location of the removed debris utilizing a handheld ADMS unit; and generating a load ticket populated with all of the project-specific information for the hauling unit driver to deliver to the approved TDSRS or final disposal facility. One Quality Control Supervisor is provided for every eight Quality Control Monitors. The Quality Control Supervisor's duties include coordinating the implementation of the mission quality control program, assisting with development of task-specific quality control plans, ensuring that ADMS technology is properly deployed and functioning, and to serving as a liaison to the City and other City-designated quality representatives throughout the duration of the project.

Phillips & Jordan regularly offers a USACE Contractor Quality Management training course to our employees, facilitated by a trainer who is authorized by the USACE to provide the course, to ensure that employees are familiar with current USACE quality standards.

8.2. PROJECT-SPECIFIC QUALITY MANAGEMENT FOR DEBRIS REMOVAL MISSIONS

With regards to project-specific quality control on disaster debris management missions, the quality standards and policies discussed herein are engrained into our key management and supervisory personnel and actively communicated with our project teams (including our client and their authorized representatives) at the start of the project. The project-specific Quality Control Plan is regularly monitored and updated as needed throughout the project to address any project-specific issues that might arise.

A Quality Control Monitor is assigned to each debris loading crew. The Quality Control Monitor's duties include ensuring that project-specific debris from designated eligible areas is being removed; documenting the time, date, hauling vehicle information, and GPS location of the removed debris utilizing a handheld ADMS unit; and generating a load ticket populated with all of the project-specific information for the hauling unit driver to deliver to the approved TDSRS or final disposal facility. One Quality Control Supervisor is provided for every eight Quality Control Monitors. The Quality Control Supervisor's duties include coordinating the implementation of the mission quality control program, assisting with development of task-specific quality control plans, ensuring that ADMS technology is properly deployed and functioning, and to serving as a liaison to the City and other City-designated quality representatives throughout the duration of the project.

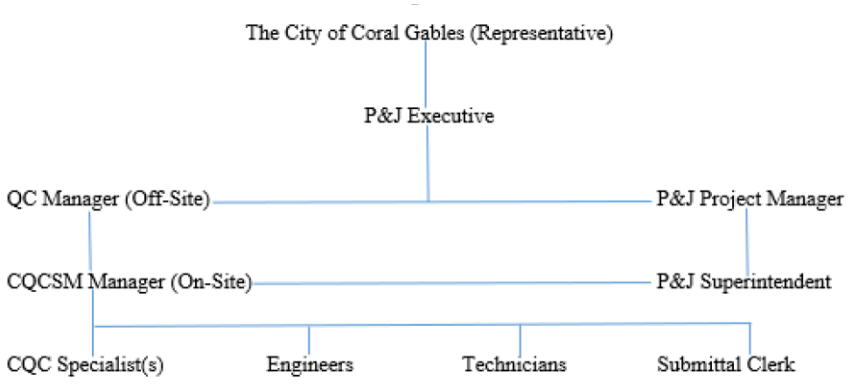
Phillips & Jordan regularly offers a USACE Contractor Quality Management training course to our employees, facilitated by a trainer who is authorized by the USACE to provide the course, to ensure that employees are familiar with current USACE quality standards.

QUALITY CONTROL ORGANIZATION

A central element for effective quality control is to establish a quality control organization that will work closely with the work crew but, has the authority to take actions (including stop work authority) necessary to ensure work quality independent of those persons actually performing the work. The purpose of the quality control organization (See Organizational Chart below) is to implement the management and control structure necessary to ensure high-quality planning, performance, and scheduling of project-related work activities including: performance of well-documented submittal reviews; performance of preparatory and initial phase readiness reviews and field inspections; testing; and reporting.

The quality control organization will be responsible for observing, measuring, recording, and documenting the work performed and for controlling quality by providing timely feedback to the Project Manager and the client. Feedback, in the form of documented inspections, tests, or other evaluations, will be provided in the form of the Daily Quality Control Report (DQCR).

If and when changes in the organizational structure that affect the project are required, Phillips & Jordan will communicate with the client and submit the credentials of equally qualified personnel to the client for review and acceptance.



QUALITY CONTROL PROGRAM OUTLINE

Phillips & Jordan approach to the performance of disaster debris removal services is to blend our dedication to safety, quality, and production to achieve a successful outcome for our customers. As part of our commitment to quality, Phillips & Jordan has developed and is currently implementing a corporate-level ISO 9001:2008 compliant Quality Control Program in order to satisfy customer requirements and evolve the maturity of company operations. Our Quality Control Program is comprised of three parts: Quality Management Program Manual, Corporate Quality Implementing Procedures, and a Master Document and Distribution List.

Phillips & Jordan's goal is to achieve construction excellence through innovation combined with a proactive approach and understanding of our customer's needs and expectations. The purpose of our Quality Policy is to maintain an effective Quality Management System (QMS) that meets City

requirements and achieves a high level of customer satisfaction.

We are committed to delivering a quality Project and will develop a Project specific Quality Assurance Quality Control Plan (QAQCP) to address specific activities. We understand the complexity and Quality Control testing, inspection and documentation required for disaster debris removal services and do not take the responsibility lightly. We will work very closely with the City and any other regulatory agencies or board of consultants involved to ensure adequate documentation of the completed debris removal is provided.

Project specific Quality Assurance/Quality Control Plans will included, but are not limited to, the following:

1. Introduction
    - 1.1. Purpose
    - 1.2. Quality Control Plan Objectives
    - 1.3. Quality Control System Commitment
2. Organizational Structure
    - 2.1. Phillips & Jordan Project Team
        - 2.1.1. Project Manager
        - 2.1.2. Quality Control Manager – Onsite
        - 2.1.3. Alternate QCM and Quality Control Representative
        - 2.1.4. Other CQC Personnel
        - 2.1.5. Environmental Health & Safety Manager
        - 2.1.6. Project Superintendent
    - 2.2. Subcontractors
3. Letters of Authority
4. Definable Features of Work (General – dependent of actual SOW)
    - 4.1. General Conditions
    - 4.2. Mobilization of Equipment & Setup
    - 4.3. Construction Surveying
    - 4.4. Erosion and Sediment Control Installation
    - 4.5. Construction
    - 4.6. Demolition and Removal of Debris
    - 4.7. Site Restoration
    - 4.8. Demobilization
5. Three – Phase Quality Control System
    - 5.1. Preparatory Phase Inspection
    - 5.2. Initial Phase Inspection
    - 5.3. Additional Preparatory and Initial Phase Inspections
    - 5.4. Follow – Up Phase
6. Inspection Process
    - 6.1. Inspection of Materials
        - 6.1.1. Off – Site Surveillance
        - 6.1.2. Debris Receipt Inspection
            - 6.1.2.1. Vegetative Debris
            - 6.1.2.2. Construction and Demolition Debris (C&D)

6.1.2.3. Hazardous Waste (HW)
6.1.2.4. Household Hazardous Waste (HHW)
6.1.2.5. White Goods
6.1.2.6. Electronic Waste
6.1.2.7. Vehicle and Vessels
6.1.2.8. Putrescent Debris
6.1.2.9. Soil, Mud, and Sand
6.1.2.10. Infectious Waste
6.1.2.11. Chemical, Biological, Radiological, and Nuclear Contaminated Debris (CBRN)
6.1.3. In – Process Inspection
6.1.4. Final Material Inspection
6.2. General Quality Control Inspections
7. Testing Procedures
7.1. On – Site and Off – Site Testing
7.1.1. On-site Testing Laboratories/Services
7.1.2. Off-site Testing Laboratories/Services
7.2. Failing Test Results
7.3. Procedures
8. Submittals
8.1. Submittal Register
8.2. Submittal Scheduling
8.3. Internal Submittal Review and Approval for Submission
8.4. Deviations
8.5. Re-submittal Procedure
8.6. Control of Submittals
9. Deficiencies and Corrective Action
10. Lessons Learned
11. Completion Phase
11.1. Punch – Out Inspection
11.2. Pre-Final Inspection
11.3. Final Acceptance Inspection
12. Reporting and Documentation
12.1. Responsibility
12.2. Requirements
12.3. Reports, Forms, and Records
12.3.1. Daily Quality Control Reports (DQCR)
12.3.2. Field Change Request
12.3.3. Deficiency Report Form
12.3.4. Permanent Materials Report
12.3.5. Erosion and Sediment Control Inspection Reports and Rainfall Records
12.4. Control of Records and Documentation
13. References
Figures, Organization Chart
Appendices
Appendix A: Resumes and Certifications of Key Personnel

Appendix B: Letters of Authority
Appendix C: Testing and Inspection Plan
Appendix D: Contractor Quality Control Forms and Blank DQCR

ISSUE TRACKING AND RESOLUTION

Corrective actions will be implemented if deficiencies or non-conforming conditions are identified through surveillance or inspection activities during the performance of a Definable Feature of Work (DFOW). Deficiencies may include: those identified by Phillips & Jordan's QC observations; test failures; client oral observations; and notifications of non-compliance. Deficiencies, non-conforming conditions, and corrective actions will be recorded on a Deficiency Report Form and submitted as a part of the Daily Quality Control Report (DQCR). Such deficiency reports will be individually and sequentially numbered and will include detailed information on the nature and location of the deficiency, specific reference information with regard to applicable project specifications and drawing requirements, and corrective action required. Deficiencies identified and documented by the client will be numbered QA-XXXX and those identified and documented by Phillips & Jordan will be numbered QC-XXXX. The Deficiency Report form will be acknowledged by the responsible Project Superintendent (PS) and signed by the Quality Control Manager (QCM) or responsible Quality Control Representative (QCR) and the client.

A separate cumulative deficiency log tracking system will be developed and maintained at the Site, tracking the date of discovery, nature of deficiency, details of the inspection activity or test (if applicable), planned corrective action, and the date that corrective action and/or confirmation re-testing was completed. The deficiency tracking log will be maintained and updated throughout the duration of the project to provide a record of all deficiencies logged and corresponding corrective actions taken throughout the life of the project. A current copy of the list will be maintained at the project site at all times and will be available for review by Phillips & Jordan and subcontractor personnel as well as client personnel.

It will be the responsibility of the QCR to notify the Project Manager (PM), QCM, and the client of the deficiency or nonconforming conditions to ensure that corrective action is taken as soon as possible. The QCR or QCM will have the authority and responsibility to stop work, if necessary, related to or affected by the non-conforming condition until action can be taken to correct the condition or prevent it from affecting related or subsequent work. The QCR, QCM, or the client may, at their discretion, require that the work be retested and/or re-inspected, if necessary, to confirm the deficiency or non-conforming condition has been resolved or corrected adequately.

The Deficiency Report Log will be periodically reviewed by the PM and the QCM to formulate a disposition plan for each listed deficiency that has not been corrected. QC personnel will then establish timetables for final resolution of each deficiency.

Phillips & Jordan will follow a step-by-step approach to verifying that deficiencies have been corrected. The following steps will be taken after a deficiency has been identified and documented by either Phillips & Jordan QC personnel or client Quality Assurance (QA) personnel:

- 1) The QCM, QCRs, PM, and the PS will meet and review the specifications, planning documents, product data, drawings, contract documents, and any other applicable documents associated with the deficiency. Phillips & Jordan will develop an appropriate corrective measure to ensure compliance and submit the plan for review and approval by the client.
- 2) Phillips & Jordan will then implement the approved corrective action plan and conduct an internal inspection of the re-worked items and/or materials to ensure that the identified deficiency has been corrected.
- 3) Upon confirmation that the corrective action has been satisfactorily completed, Phillips & Jordan will notify the client and schedule an inspection of the previously deficient work.
- 4) Phillips & Jordan and the client will conduct a joint inspection of the re-worked items to ensure compliance with all standards of workmanship and guidance. Assuming the work is acceptable to the client, Phillips & Jordan will document acceptance of the work in the field.
- 5) Phillips & Jordan will document correction of the outstanding deficiency via update of the cumulative Deficiency Log.
- 6) The final step of the corrective measure will be client concurrence of the corrective measures through signature acceptance/approval on the Deficiency Report Form.

SUBCONTRACTOR QUALITY ASSURANCE

It is the policy of Phillips & Jordan, Inc. that all personnel, including Subcontractor and/or Sub-supplier, will be required to adhere to the procedures set forth in the project planning documents, specifications, and Quality Assurance/Quality Control Plan (QA/QCP).

All site personnel, including subcontractors/sub-suppliers, will adhere to Phillips & Jordan Site Specific QA/QCP and procedures at all times while on-site.

Phillips & Jordan is responsible to plan and execute quality control (QC) during all phases of construction for the project in accordance with client site specific specifications and procedures. During the contract performance period, Phillips & Jordan will establish and maintain an effective QC system that will consist of plans, procedures, and organization necessary to produce a quality product compliant with the contract requirements. It is the intent of the QA/QCP to provide the basis for the QC system.

The QA/QCP identifies the team organization, personnel, procedures, instructions, records, and forms to be used during the course of the project. The QA/QCP also establishes the necessary supervision, control phases, and tests for all definable features of the work (DFOW), including that of suppliers and subcontractors. Proper implementation of the QA/QCP will ensure the compliance of work with the contract, planning documents, applicable specifications, and drawings.

Phillips & Jordan is responsible for the development, implementation, and management of the QA/QCP. All lower tier subcontractor personnel will adhere to the requirements of the QA/QCP through their respective organizations.

Phillips & Jordan Quality Control Manager (QCM) is responsible for providing the Site Specific QA/QCP to the Phillips & Jordan Program and Project Managers. The Project Manager (PM) and support staff are responsible for reviewing the QA/QCP and providing it to, and requiring adherence of, all personnel, subcontractors and/or sub-supplier employed at the Project Site. The Project Superintendent

(PS) is responsible for overall management and coordination of Phillips & Jordan's site personnel and subcontractors, and ensuring they perform all aspects of the work in accordance with the project planning documents and specifications. The QCM will be responsible for ensuring the site personnel and subcontractors perform all aspects of the work in accordance with the site specific QA/QCP. The QCM is also responsible for maintaining employee access to the QA/QCP, and for periodic (as required) updates of the materials contained within the QA/QCP.

Phillips & Jordan will provide and maintain for the client, a documented QC system that will ensure that the end product (equipment, materials, and services) provided to the client conforms to contract requirements. The QA/QCP is a "living" document and will be modified, as necessary, with the required approvals throughout the life of the project.

The QCM will review all site specific specifications and procedures and issue a QA/QCP for the project. The QA/QCP shall be provided to the Client for their review and approval prior to issuance to project personnel, subcontractors, and/or sub-suppliers.

All site personnel and subcontractors will be required to adhere to the procedures set forth in the project planning documents, specifications, and site specific QA/QCP.

The QCM will be responsible for the quality of all Phillips & Jordan work. The QCM will be responsible for ensuring the project team implements the policies and procedures required under the contract and ensuring that corrective action is taken if performance does not meet internal or client quality requirements. The QCM will work closely with the Phillips & Jordan PM and PS to ensure established protocols and procedures are implemented and that the work is performed in accordance with the project plans, specifications, and contract requirements.

9) Description of the Proposer's customer service plan to respond to City complaints.

9.1. CLAIMS MANAGEMENT

Phillips & Jordan will make every possible effort to close out all damage claims prior to the shutdown of field operations. In support of this commitment, we will assign a Claims Manager to the City project who will address all claims of damage to property allegedly caused during our operations. Within 48 hours of receipt of a written report to the Phillips & Jordan Operations Manager regarding a damage claim, the Claims Manager will visit with the property owner to inspect the damage and discuss resolution options if it is determined that Phillips & Jordan was responsible for the claimed damage. A resolution agreement will be reached with the property owner and repairs will be completed or damages paid. Upon resolution of the claim, the Claims Manager will arrange for the property owner to sign a damage claim release. Please find a sample of a Claims Tracking and a Damage Claim Report Form t the back of this proposal section. These forms can be used as is, or they can be customized to meet the unique needs and priorities of the City, on any contract activations for debris management services.

Phillips & Jordan also presents a sample Right of Entry Form on the following pages, which is utilized whenever access is needed to private property.

The majority of damage claims are typically small in nature. Depending upon the magnitude of a claim, our insurance company may become involved. However, all claims will be resolved as expediently as possible. Phillips & Jordan's past experience indicates claims are much easier to settle if addressed in a timely fashion. Phillips & Jordan will distribute a list of all open, denied, and resolved claims to the City on a weekly basis, or at the frequency dictated by contractual requirements.

10) Explain how Proposer has complied with the public policies of the Federal Government.

10.1. COMPLIANCE WITH LAWS AND REGULATIONS

As a leading provider of disaster debris management services, Phillips & Jordan is knowledgeable of federal, state, and local laws and regulations within the localities and states in which we operate. Studying and understanding laws and regulations regarding our operations is an important component of the Phillips & Jordan's disaster debris management methodology.

Phillips & Jordan obtains all required permits and licenses, and takes all precautions to ensure no laws are violated in the delivery of services to our customers.

a. Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b)

10.A.1. EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION AND NON-SEGREGATED FACILITIES POLICY

Phillips & Jordan is an equal opportunity employer and makes employment decisions on the basis of merit, qualifications, potential and competency. We want to have the best available persons in every job. Our Equal Employment Opportunity guidelines govern all aspects of employment, selection, job assignment, compensation, discipline, termination, and access to benefits and training. Phillips & Jordan's policy prohibits unlawful discrimination based on race, color, religion, national origin, sex (including pregnancy, childbirth or related medical conditions), age, disability, genetic information, past, present, or future status in the Uniformed Services of the United States of America or any other status or characteristic that is protected by federal, state, or local law. All such discrimination is unlawful.

Phillips & Jordan is committed to complying with all applicable laws providing equal employment opportunities to individuals regardless of race, color, religion, national origin, sex (including pregnancy, childbirth or related medical conditions), age, disability, genetic information, past, present, or future status in the Uniformed Services of the United States of America or any other status or characteristic that is protected by federal, state, or local law. This commitment applies to all persons involved in the operations of Phillips & Jordan including clients, suppliers, contractors and subcontractors, and prohibits unlawful discrimination by any employee of the Company, including supervisors and co-workers.

This policy is distributed to all employees via the Phillips & Jordan Employee Handbook. Phillips & Jordan has in place a process for reporting policy violations and will immediately undertake a thorough and objective investigation and attempt to resolve any situation reported. We assure that any concerns or reports of discriminatory behavior can be made without fear of reprisal. If Phillips & Jordan determines that a violation of this policy has occurred, the Company will promptly implement effective corrective measures that are commensurate with the severity of the offense and that are reasonably calculated to

deter any future violations. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

b. Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer's efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors.

10.B.1. DISADVANTAGED & LOCAL BUSINESS SUBCONTRACTING

AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of Phillips & Jordan, regardless of the project type, to actively seek and contract with local small and disadvantaged businesses including, but not limited to, Small Business, certified Small Disadvantaged Business, Women-Owned Small Business, Historically Underutilized Business Zone, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned concerns. This policy will be affirmatively enforced with respect to execution of work for the City.

Phillips & Jordan's senior managers personally oversee the implementation of existing corporate policies to ensure that small business participation goals are achieved, and periodically consult with operations managers and contract administrators to measure progress toward achieving established goals. Phillips & Jordan has institutionalized a buying practice that encourages identifying and contracting with local small and disadvantaged businesses for both services and supplies. In addition, the company requires all retained large business subcontractors to comply with the small business participation goals established by Phillips & Jordan.

PARTICIPATION MODEL

Phillips & Jordan is committed to helping local communities recover economically from a disaster event. The Phillips & Jordan participation model has proven to be very effective in keeping the maximum amount of recovery dollars within the local community. Phillips & Jordan works with local contractors, businesses, and labor pools to maximize local participation with a particular emphasis on small and disadvantaged business participation. Phillips & Jordan's unique ability to blend experienced disaster subcontractors with local contractors who may not have disaster recovery experience has proven to be very successful. During the 2011 disaster response to the tornados that impacted numerous areas throughout the State of Alabama, and Joplin, Missouri, over 80% of Phillips & Jordan's first tier subcontractors were local contractors.

Regardless of the disaster debris management mission magnitude, locating and identifying qualified local subcontractors is an indispensable component to mission success. While Phillips & Jordan, with the support of our pre-positioned subcontractors, has the capacity and capability to self-perform disaster debris management missions, we are committed to aggressively identify, assess, and retain local subcontractors (and residents) to become part of the overall recovery team.

Phillips & Jordan is constantly seeking qualified, socioeconomically disadvantaged safety conscious subcontractors to add to our subcontractor database. To this end, we have a page on our website (www.

pandj.com) that allows subcontractors from any locale to enter contact information, specialties, and disadvantaged status. Using information registered at our website, Phillips & Jordan continuously updates a database which lists subcontractors, suppliers, and vendors who have pre-registered and expressed an interest in working with Phillips & Jordan on future disaster debris management missions.

DISASTER RESPONSE

During the early stages of the disaster response, Phillips & Jordan identifies qualified local subcontractors (including small and disadvantaged subcontractors) to support disaster debris management operations in accordance with the Stafford Act. Local subcontractors are retained to perform a variety of functions including, but not limited to, collection and transportation of debris; disposal of vegetative debris; collection and processing of white goods, electronic waste, and small motorized equipment items; traffic control; and other activities required to support operations.

Upon initiation of disaster debris management operations, Phillips & Jordan contacts pre-registered subcontractors and other local subcontractors to evaluate their capabilities and availability to support operations in accordance with the Stafford Act. Particular emphasis is placed on identifying qualified local small and disadvantaged subcontractors. Phillips & Jordan limits, when feasible, competition to only local subcontractors again with an emphasis on small and disadvantaged business concerns. Additionally, in order to ensure the "flow down" of this philosophy, Phillips & Jordan will obtain commitments from its large business subcontractors to identify discreet tasks or portions of acquisitions that could be set-aside for local small and disadvantaged business concerns.

After assessing the size and scope of a disaster debris management mission, Phillips & Jordan may also recruit and hire local residents to assist in a variety of capacities and essential functions within the mission structure. The purpose of this is fourfold: the local residents know the area best, they have a vested interest in a recovery mission, it puts people to work that might otherwise be jobless in the immediate aftermath of a disaster event, and it lets local people see firsthand the importance that their local officials place on the recovery of the community. Depending upon the size and scope of the disaster event, local personnel may be trained and utilized for essential functions including, but not limited to, the following:

- Sector/Zone Monitors
- Quality Control Monitors
- Traffic Control Personnel
- Clerical and Administrative Staff
- Logistical Assistance
- Health Related Services

Depending on the size and duration of the recovery efforts, and to facilitate the performance of the necessary clerical and administrative functions, Phillips & Jordan may rent or lease local office space as close to the impacted area as possible. This provides ease of access, contact, and coordination with local officials and other government representatives. Meeting all permitting and business licensing requirements for a local office (and for the project) heightens the awareness of Phillips & Jordan as a part of the community and contributes to the local tax base.

Sample Claims Forms

Phillips Jordan, Inc.
Claims Tracking Spreadsheet

Date of Claim	Date of Repair	Date of Release by Claimant	Address	Claimants Name	Claimants Contact Number	Description of Claim	Comments

DAMAGE CLAIM REPORT FORM

The purpose of this form is to track damage claims to private property reported as a result of Phillips & Jordan's contracted services performing disaster debris management services for _____ (Project/Client). This form shall also document the proposed resolution by Phillips & Jordan along with the date of completion of the agreed upon resolution. It shall also serve as a release of liability for Phillips & Jordan from any future claims once the original claim has been resolved.

Section I. Description of Claim

This section to be completed by property owner or designated representative.

Date of Report:_____

Name of Property Owner:_____

Property Owner Contact Info (Phone, Email Address):_____

Property Owner Physical Address:_____

_____

Property Description (home, business, etc.):_____

Property Address:_____

_____

Location of Damage at Address:_____

Description of Damage/Claim:_____

_____

_____

_____

_____

By signature below, I confirm that the information provided in Section I above is accurate to the best of my knowledge and my statement is made in good faith that this damage occurred as a result of work associated with disaster debris management efforts.

_____

Print Name (Property Owner) *Signature* *Date*

Section II. Inspection of Damage and Proposed Resolution

This section to be completed by Phillips & Jordan representative.

A Phillips & Jordan representative will visit with the property owner to inspect the damage and discuss resolution options if it is determined that Phillips & Jordan was responsible for the claimed damage.

Date of Inspection:_____

Name of P&J Representative:_____

Has photo documentation of the damage been obtained?_____

DAMAGE CLAIM REPORT FORM

Proposed Resolution of Claim:_____

_____

_____

_____

_____

By signature below, I confirm that the information provided in Sections I & II of this form is accurate and complete to the best of my knowledge and that the proposed resolution of this claim has been discussed with the property owner.

_____

Print Name (P&J Representative) *Signature* *Date*

Section III. Full and Final Release of Liability

All parties must sign the respective signature line in Section III once the resolution has been completed.

Date Claim Resolved:_____

Action Taken to Resolve Claim:_____

_____

_____

_____

_____

By signature below, I acknowledge that the claim described in Section I of this form has been resolved by the means and date described above in Section III.

BE IT KNOWN that: the property owner identified in Section I of this form and Phillips & Jordan, Inc. hereby execute this Full and Final Release.

WHEREAS, the damage claim(s) described in Section I of this form has occurred between the parties hereto.

WHEREAS, they have amicably resolved any and all disputes by the means and date described in Section III of this form and acknowledge the extinguishment of any and all debts, obligations, and liabilities of any kind between the parties.

IN CONSIDERATION THEREOF, the parties herein hereby duly execute this Full and Final Release and comply with the terms and conditions set forth below.

DAMAGE CLAIM REPORT FORM

IT IS AGREED:

1. Property owner hereby acknowledges Phillips & Jordan's completed resolution as described in Section III.

2. Property owner acknowledges and agrees that Phillips & Jordan's completed resolution is satisfactory and there are no other remaining debts and/or liability owed to property owner.

3. Property owner hereby releases and forever discharges Phillips & Jordan from any liability, claims, demands, damages, costs, expenses, actions and causes of action (collectively the "Claims"), in respect the parties certain damage claim(s).

4. This Full and Final Release shall be valid and binding and insure for the benefit of the heirs, successors and assigns of both parties.

The parties herein hereby acknowledge, understand and agree to the foregoing terms and conditions and execute this Full and Final Release.

_____

Print Name (Property Owner) *Signature* *Date*

_____

Print Name (P&J Representative) *Signature* *Date*

RIGHT-OF-ENTRY AGREEMENT

Right-of-Entry Permit No.:_____Date:_____

Property Address/Description:_____

CLIENT County/State/Zip Code: _____

_____

Right-of-Entry
I certify that I am the owner, or owner's authorized agent, of the property described above. I grant, freely and without coercion, the right of access to said property to FEMA, the State of STATE, COUNTY, CLIENT, its agents, contractors, and subcontractors, for the purpose of demolishing, removing, and/or clearing any or all storm-generated debris of whatever nature from the above-described property solely for the purpose of providing access to dais property and to mitigate and/or minimize any further damage to structures on the property until I, as owner, can undertake further cleanup and repairs.

Hold Harmless
I understand that this permit is not an obligation upon the CLIENT to perform debris removal on y property. I agree to hold harmless FEMA, the State of STATE, COUNTY, CLIENT and any of their entities, agents, contractors, and subcontractors for damages of any type whatsoever, either to the above-described property or to persons or structures situated thereon, unless such damage results solely from the wrongful acts or omissions of the CLIENT or its agents, contractors, or subcontractors. I release discharge, and waive any action, either legal or equitable, that might arise by reason or any action of the above entities while removing storm-generated debris from the property or performing any mitigation activities to the property.

Financial Responsibility
I understand that I am responsible for reimbursing the CLIENT and/or its contractors and subcontractors upon receipt of an invoice for the work performed on my property. Payment of the CLIENT and/or its contractors or subcontractors is not contingent upon my being reimbursed by any private insurance company, local, state, or federal agency.

_____

Print Name (Owner/Agent)

_____

Signature Date

Sample Disaster Forms

PHILLIPS & JORDAN, INC.
Disaster Recovery Group

0318 01

Truck/Trailer Load Carrying Capacity Form

Truck No: 031801 Contracting Agency:

Subcontractor: 2nd Tier Sub:

Truck Owner: Owner Truck ID #:

Type:
- ☐ Self Loader ☐ Dump Trailer
- ☐ Dump Truck ☐ Hand Trailer
- ☐ Tractor Trailer ☐ Other: _____

VIN #:
Make: Color:
Model: Year:

License & Driver Information

Truck License State: _____ License #: _____ Trailer License State: _____ License #: _____

Truck Driver Name:

D.L. #: D.L. State:

D.L. Class:
- ☐ Class A - GCWR of 26,001 & towing in excess of 10,000
- ☐ Class B - GVWR of 26,001 & towing not in excess of 10,000
- ☐ Other: _____

Safety Information

Headlights: Y / N Brake Lights: Y / N
Signal Lights: Y / N Backup Alarm: Y / N
Loader Seat: Y / N Sideboards: Y / N
Tire Condition Acceptable: Y / N Insurance Card: Y / N

SAMPLE

Truck Diagram - Sketch truck outline along with any unusual cut-outs or configurations

Truck Measurements

Truck bed and Reduction measurements shall be taken in inches.

Overall Dimensions: Length: _____ X Width: _____ X Height: _____ Total: _____

Reductions to Capacity:

Code ____ Length: _____ X Width: _____ X Height: _____ Total: _____

Code ____ Length: _____ X Width: _____ X Height: _____ Total: _____

Code ____ Length: _____ X Width: _____ X Height: _____ Total: _____

Reduction Code:1=Wheel Wells 2=Lift Cylinder 3=Odd Shape 4=Sideboard Reduction 5=Other

Total Reductions: _____

Total Capacity = (Overall Dimensions - Total Reductions/46656): ☐

	Name	Signature	Date
Subcontractor Rep:			
Phillips & Jordan Rep:			
Contracting Agency Rep:			

White - *Agency* Canary - *P & J* Pink - *Subcontractor* Blue - *Owner*

Phillips & Jordan, Inc.
Disaster Recovery Group

14351

Equipment Check-In Form

Equip ID: 14351 Contracting Agency:

Subcontractor: 2nd Tier Sub:

Owner: Owner Equip ID #:

Type:

- ☐ Skid Steer
- ☐ Dump Truck
- ☐ Front End Loader
- ☐ Chainsaw
- ☐ Self Loader
- ☐ Dozer
- ☐ Chipper/Grinder
- ☐ Water Truck
- ☐ Excavator
- ☐ Pickup Truck
- ☐ Air Curtain Incinerator
- ☐ Other:_____

Make: Model: Year: Serial #/VIN#:

Truck Size (Cubic Yards): License #: State: Meter Reading:

Owned/Rented/Subcontracted: O / R / S By:

Safety Information

Headlights: Y / N / N A Tire Condition Acceptable: Y / N / N A Seat Belt: Y / N

Signal Lights: Y / N / N A Backup Alarm: Y / N

Loader Seat: Y / N / N A Brake Lights: Y / N / N A

Requested By:

P & J Rep: Agency Rep:

Bucket Size: Attachments:

Additional Information & Notes:

SAMPLE

	Name	*Signature*	*Date*
Subcontractor Rep:			
Phillips & Jordan Rep:			
Contracting Agency Rep:			

White-*Agency* Canary - *P & J* Pink - Subcontractor *Blue - Owner*

PHILLIPS & JORDAN, INC.

Sample Equipment Sign

TRUCK #_____

Place Bar Code Sticker Here

_____YARDS

DISASTER RECOVERY

www.pandj.com

Actual Size: 18" H x 24" W

PHILLIPS & JORDAN, INC.
Disaster Recovery Group

Cubic Yard Load Ticket No. 11628

Date: ___ / ___ / ___

11628

Contracting Agency:

Truck No:

Subcontractor:

Loading Site: (Street or Intersection, City, County)

Debris Type

- ☐ Veg . / Woody
- ☐ White Goods
- ☐ Mulch
- ☐ C & D
- ☐ Fill
- ☐ Ash
- ☐ Mixed
- ☐ Sand
- ☐ Other _____

Load Time: ☐ AM ☐ PM

Load Odometer:

Driver

Name: (print)

SAMPLE

Signature:

Agency Loading Site Monitor:

ID #: Signature:

Disposal Site No:

Disposal Site Name:

Unload Time: ☐ AM ☐ PM

Unload Odometer:

Max Capacity: (CY)

Percent Full: %

OR

Total: (CY)

Agency Disposal Site Monitor:

ID #: Signature:

Notes:

TN 865.688-8342 FL 813.783-1132 NC 828.479-3371

White - Agency Canary & Blue - P& J Pink - Sub Green - Driver Gold - Loading Site

PHILLIPS & JORDAN, INC.
Disaster Recovery Group

Stump or Leaner/Hanger Ticket

No.30257

30257

Date: ___ / ___ / ___

Contracting Agency:

Truck or Crew No:

Subcontractor:

Loading Site: (Street or Intersection, City, County, Zone)

Type: ☐ Stump ☐ Leaner ☐ Hangers ☐ Other: _____

Item #	Size Classification Inches (Write Diameter in Inches)	Removal Method - 1 - Cut & Drop 2-Mechanized Equip. 3-Hazardous 4-Uprooted/Fell In Open 5-Other (Explain)
1		
2		
3		
4		
5		
6		
7		
8		

SAMPLE

Load Time: ☐ AM ☐ PM : Load Odometer:

Driver
Name: (print)
Signature:

Agency Loading Site Monitor:
ID #: Signature:

Disposal Site No: Disposal Site Name:

Unload Time: ☐ AM ☐ PM : Unload Odometer:

Agency Disposal Site Monitor:
ID #: Signature:

TN 865.688-8342 FL 813.783-1132 NC 828.479-3371

White - Agency Canary & Blue - P& J Pink - Sub Green - Driver Gold - Loading Site

PHILLIPS & JORDAN, INC.

Disaster Recovery Group

Disaster Recovery - Hourly Timecard No. 39510

39510

Contracting Agency

Employee # **Employee Last Name**

Date ___ / ___ / ___

☐ Mon ☐ Tues ☐ Wed ☐ Thus ☐ Fri ☐ Sat ☐ Sun

☐ Day ☐ Night ☐ Holiday

☐ Laborer ☐ Operator (Equip # Req.) ☐ Flagger

☐ Chain Saw Oper. ☐ Field Clerk ☐ Supervisor

☐ Truck Driver (Equip # Req.) ☐ Crew Foreman ☐ _____ Other

Labor Time

Start	End	Lunch	Total Time
☐ AM ☐ PM	☐ AM ☐ PM		

Equipment Time

Equipment #	Equipment Time	Down Time	Total Time
	Start ☐ AM ☐ PM End ☐ AM ☐ PM		
	Start		
	Start		

SAMPLE

SIGNATURE **EMPLOYEE #**

EMPLOYEE: _____

LOSS CONTROL STATEMENT: By my signature above, I certify that during the pay period specified above, I have not been injured during my work shift(s), nor have I witnessed an accident resulting in injury to someone else.

PHILLIPS & JORDAN, INC. IS NOT RESPONSIBLE FOR TICKETS NOT SIGNED AND SUBMITTED BY THE END OF EACH SHIFT

ID #

SUPERVISOR: _____

AGENCY: _____

WHITE- Contracting Agency YELLOW - Phillips & Jordan PINK - Subcontractor GREEN - Employee

Recyclable Paper

PRINTED WITH SOY INK TM

PHILLIPS AND JORDAN, INC.

SUPERVISOR'S DAILY REPORT

DATE:

AFE #:	JOB #:	PROJECT NAME:

WEATHER

PRECIPITATION (IN.):	HIGH (F):		LOW (F):	GRND. COND.

LABOR SUMMARY

CLASSIFICATION	# OF UNITS	TOTAL TIME	COMMENTS
Laborer			
Skilled Laborer			
Sawman			
Operator (Stand-by Only)			
Foreman w/ Pickup			
Superintendent w/ Pickup			

EQUIPMENT SUMMARY

EQUIPMENT #	CLASSIFICATION	TOTAL TIME	COMMENTS

DAILY CONSTRUCTION NOTES

(Notes should include: Working Subs,Meetings, Telephone Conversations, Items Delaying Progress, Deliveries, Extra Work, etc.).

P&J Supervisor

Owner's Representative

Hauling Summary By Day

Project Name: **Knox County**
Dates: **to 6/29/2017**

Date	Material	Tickets	First Load	Last Load	Trucks	Highest	Lowest	Avg	Volume
5/9/2017	VEG	13	9:24 AM	4:58 PM	5	95.0 %	60.0 %	85.8 %	260.90
5/10/2017	VEG	10	8:13 AM	1:52 PM	6	90.0 %	50.0 %	72.5 %	155.65
5/11/2017	VEG	21	3:16 PM	9:48 PM	9	90.0 %	40.0 %	79.0 %	363.20
5/12/2017	VEG	9	9:23 AM	9:47 AM	3	100.0 %	50.0 %	85.6 %	142.50
5/13/2017	VEG	11	9:51 AM	7:55 PM	4	100.0 %	50.0 %	82.3 %	215.75
5/15/2017	VEG	18	2:52 PM	7:19 PM	10	95.0 %	50.0 %	76.4 %	284.35
5/17/2017	VEG	7	6:52 AM	10:10 AM	5	100.0 %	80.0 %	85.0 %	100.05
5/24/2017	VEG	3	1:55 PM	4:48 PM	3	90.0 %	80.0 %	83.3 %	49.20
5/25/2017	VEG	5	11:02 AM	2:46 PM	3	100.0 %	50.0 %	70.0 %	86.00
5/26/2017	VEG	74	8:35 AM	2:36 PM	8	95.0 %	50.0 %	72.0 %	1145.15
5/27/2017	C&D	23	7:56 AM	4:32 PM	9	95.0 %	55.0 %	75.4 %	338.60
5/28/2017	VEG	4	3:22 PM	3:51 PM	4	90.0 %	80.0 %	86.3 %	65.35
5/29/2017	C&D	43	7:09 AM	3:06 PM	10	95.0 %	55.0 %	81.6 %	812.65
5/30/2017	VEG	26	6:22 AM	12:02 PM	10	100.0 %	70.0 %	81.5 %	381.75
								Total Tickets 267 | Trucks 13 | Volume 4401.10	

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without prior written consent.

Hauling Detail By Day

Project Name: **Knox County**
Dates: **to 6/29/2017**

Ticket #	Field ID	Mat	WO#	Unload Time	Disposal Site	Tare	Truck ID	Capacity	% Full	Volume
5/9/2017										
1143	BAUM1-170509012023	VEG		9:24 AM	Lake Shore Disposal Lot 1		1001	40.0	0.80	32.00
1145	BAUM1-170509012102	VEG		9:25 AM	Lake Shore Disposal Lot 1		1002	15.0	0.85	12.75
1144	BAUM1-170509012142	VEG		9:25 AM	Lake Shore Disposal Lot 1		1004	18.0	0.90	16.20
1146	BAUM1-170509012210	VEG		9:28 AM	Lake Shore Disposal Lot 1		1001	40.0	0.75	30.00
1147	BAUM1-170509012657	VEG		9:28 AM	Lake Shore Disposal Lot 1	7.00	1005	15.0	0.60	9.00
1148	BAUM1-170509012727	VEG		9:47 AM	Lake Shore Disposal Lot 1		1001	40.0	0.90	36.00
1149	ELHH-170509020230	VEG		10:05 AM	Lake Shore Disposal Lot 1		1001	40.0	0.90	36.00
1150	ELHH-170509020411	VEG		10:05 AM	Lake Shore Disposal Lot 1		1003	20.0	0.90	18.00
1151	ELHH-170509020137	VEG		10:06 AM	Lake Shore Disposal Lot 1	7.00	1005	15.0	0.95	14.25
1152	BAUM1-170509014618	VEG		10:07 AM	Lake Shore Disposal Lot 1	7.00	1005	15.0	0.95	14.25
1153	ELHH-170509020435	VEG		10:10 AM	Lake Shore Disposal Lot 1		1002	15.0	0.95	14.25
1154	BAUM1-170509085507	VEG		4:57 PM	Lake Shore Disposal Lot 1	7.00	1005	15.0	0.80	12.00
1155	BAUM1-170509085436	VEG		4:58 PM	Lake Shore Disposal Lot 1		1004	18.0	0.90	16.20
							Total Tickets 13 | Trucks 5 | Volume 260.90			
5/10/2017										
1156	ELHH-170510120537	VEG		8:13 AM	Lake Shore Disposal Lot 1	7.00	1005	15.0	0.80	12.00
1157	ELHH-170510120407	VEG		8:14 AM	Lake Shore Disposal Lot 1		1001	40.0	0.70	28.00
1158	ELHH-170510120336	VEG		8:14 AM	Lake Shore Disposal Lot 1		1003	20.0	0.85	17.00
1159	ELHH-170510120627	VEG		8:15 AM	Lake Shore Disposal Lot 1	18.00	2001	18.0	0.75	13.50
1161	BAUM1-170510014616	VEG		8:47 AM	Lake Shore Disposal Lot 1		2003	15.0	0.80	12.00
1162	BAUM1-170510014714	VEG		8:48 AM	Lake Shore Disposal Lot 1		2003	15.0	0.90	13.50
1163	ELHH-170510044307	VEG		1:51 PM	Forks of River		1003	20.0	0.50	10.00
1165	ELHH-170510045852	VEG		1:51 PM	Forks of River		1004	18.0	0.55	9.90
1164	ELHH-170510050317	VEG		1:51 PM	Forks of River	7.00	1005	15.0	0.65	9.75
1166	ELHH-170510042813	VEG		1:52 PM	Forks of River		1001	40.0	0.75	30.00
							Total Tickets 10 | Trucks 6 | Volume 155.65			
5/11/2017										
1168	BAUM1-170511053855	VEG		3:16 PM	Forks of River		2003	15.0	0.75	11.25
1167	BAUM1-170511054919	VEG		3:16 PM	Forks of River		2004	18.0	0.85	15.30
1169	BAUM1-170511053336	VEG		3:17 PM	Forks of River		1003	20.0	0.90	18.00
1170	BAUM1-170511043317	VEG		3:17 PM	Forks of River		1004	18.0	0.50	9.00
1171	BAUM1-170511043350	VEG		3:17 PM	Forks of River	35.00	2002	21.0	0.40	8.40
1172	BAUM1-170511052915	VEG		3:20 PM	Forks of River		1003	20.0	0.90	18.00
1173	BAUM1-170511060229	VEG		3:23 PM	Forks of River	18.00	2001	18.0	0.80	14.40

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Hauling Detail By Day

Project Name: **Knox County**
Dates: **to 6/29/2017**

Ticket #	Field ID	Mat	WO#	Unload Time	Disposal Site	Tare	Truck ID	Capacity	% Full	Volume
1175	BAUM1-170511061146	VEG		3:23 PM	Forks of River		1001	40.0	0.75	30.00
1176	BAUM1-170511061605	VEG		3:23 PM	Forks of River		2003	15.0	0.75	11.25
1174	BAUM1-170511053925	VEG		3:23 PM	Forks of River		121	20.0	0.75	15.00
1177	BAUM1-170511055726	VEG		3:24 PM	Forks of River		1001	40.0	0.65	26.00
1179	BAUM1-170511060651	VEG		3:24 PM	Forks of River		2004	18.0	0.80	14.40
1178	BAUM1-170511055749	VEG		3:24 PM	Forks of River		130	20.0	0.70	14.00
1180	BAUM1-170511062930	VEG		9:12 PM	Lake Shore Disposal Lot 1		1003	20.0	0.80	16.00
1181	BAUM1-170512124518	VEG		9:16 PM	Lake Shore Disposal Lot 1		1004	18.0	0.90	16.20
1182	BAUM1-170512011637	VEG		9:19 PM	Lake Shore Disposal Lot 1		1001	40.0	0.90	36.00
1183	BAUM1-170512011657	VEG		9:28 PM	Lake Shore Disposal Lot 1		1003	20.0	0.90	18.00
1184	NUNIT170511214110149	VEG		9:41 PM	Lake Shore Disposal Lot 1		1003	20.0	0.90	18.00
1185	NUNIT170511214224051	VEG		9:42 PM	Lake Shore Disposal Lot 1		1003	20.0	0.90	18.00
1186	NUNIT170511214413518	VEG		9:44 PM	Lake Shore Disposal Lot 1		1003	20.0	0.90	18.00
1187	NUNIT170511214821902	VEG		9:48 PM	Lake Shore Disposal Lot 1		1003	20.0	0.90	18.00
									Total Tickets 21 | Trucks 9 | Volume 363.20	
5/12/2017										
1188	BAUM1-170512104106	VEG		9:23 AM	Lake Shore Disposal Lot 1		1002	15.0	0.50	7.50
1190	BAUM1-170512104832	VEG		9:25 AM	Lake Shore Disposal Lot 1	7.00	1005	15.0	1.00	15.00
1189	BAUM1-170512104159	VEG		9:25 AM	Lake Shore Disposal Lot 1	7.00	1005	15.0	0.80	12.00
1191	NUNIT170512093622920	VEG		9:36 AM	Lake Shore Disposal Lot 1		1003	20.0	0.90	18.00
1192	NUNIT170512093700347	VEG		9:37 AM	Lake Shore Disposal Lot 1		1003	20.0	0.90	18.00
1193	NUNIT170512093758830	VEG		9:38 AM	Lake Shore Disposal Lot 1		1003	20.0	0.90	18.00
1194	NUNIT170512093831824	VEG		9:39 AM	Lake Shore Disposal Lot 1		1003	20.0	0.90	18.00
1195	NUNIT170512094322733	VEG		9:43 AM	Lake Shore Disposal Lot 1		1003	20.0	0.90	18.00
1196	NUNIT170512094655310	VEG		9:47 AM	Lake Shore Disposal Lot 1		1003	20.0	0.90	18.00
									Total Tickets 9 | Trucks 3 | Volume 142.50	
5/13/2017										
1197	BAUM1-170512024923	VEG		9:51 AM	Lake Shore Disposal Lot 1		1001	40.0	0.85	34.00
1198	ELHH-170513020323	VEG		10:04 AM	Lake Shore Disposal Lot 1		1002	15.0	0.50	7.50
1199	BAUM1-170513090339	VEG		7:53 PM	Lake Shore Disposal Lot 1		1002	15.0	0.80	12.00
1200	BAUM1-170513090412	VEG		7:53 PM	Lake Shore Disposal Lot 1	7.00	1005	15.0	0.90	13.50
1204	BAUM1-170513090934	VEG		7:54 PM	Lake Shore Disposal Lot 1		1001	40.0	0.65	26.00
1202	BAUM1-170513090545	VEG		7:54 PM	Lake Shore Disposal Lot 1		1001	40.0	0.75	30.00

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Hauling Detail By Day

Project Name: **Knox County**
Dates: **to 6/29/2017**

Ticket #	Field ID	Mat	WO#	Unload Time	Disposal Site	Tare	Truck ID	Capacity	% Full	Volume
1203	BAUM1-170513090841	VEG		7:54 PM	Lake Shore Disposal Lot 1		1001	40.0	0.75	30.00
1201	BAUM1-170513090439	VEG		7:54 PM	Lake Shore Disposal Lot 1		1003	20.0	1.00	20.00
1205	BAUM1-170513091140	VEG		7:54 PM	Lake Shore Disposal Lot 1	7.00	1005	15.0	0.90	13.50
1206	BAUM1-170513091213	VEG		7:55 PM	Lake Shore Disposal Lot 1		1002	15.0	1.00	15.00
1207	BAUM1-170513091309	VEG		7:55 PM	Lake Shore Disposal Lot 1	7.00	1005	15.0	0.95	14.25
									Total Tickets 11 | Trucks 4 | Volume 215.75	
5/15/2017										
1210	BAUM1-170515065011	VEG		2:52 PM	Lake Shore Disposal Lot 1		1003	20.0	0.50	10.00
1211	STEVE	VEG		3:15 PM	Lake Shore Disposal Lot 1		1001	40.0	0.50	20.00
1212	BAUM1-170515090912	VEG		7:13 PM	PBA Quarry		1002	15.0	0.80	12.00
1213	BAUM1-170515091124	VEG		7:13 PM	PBA Quarry	7.00	1005	15.0	0.90	13.50
1214	BAUM1-170515091200	VEG		7:14 PM	PBA Quarry		1001	40.0	0.95	38.00
1215	BAUM1-170515091228	VEG		7:14 PM	PBA Quarry		2005	15.0	0.95	14.25
1217	BAUM1-170515102926	VEG		7:16 PM	PBA Quarry		1004	18.0	0.90	16.20
1216	BAUM1-170515102857	VEG		7:16 PM	PBA Quarry		1003	20.0	0.70	14.00
1218	BAUM1-170515102957	VEG		7:16 PM	PBA Quarry	7.00	1005	15.0	0.90	13.50
1221	BAUM1-170515102835	VEG		7:17 PM	PBA Quarry		1002	15.0	0.70	10.50
1219	BAUM1-170515102745	VEG		7:17 PM	PBA Quarry		121	20.0	0.90	18.00
1220	BAUM1-170515102809	VEG		7:17 PM	PBA Quarry		130	20.0	0.90	18.00
1222	BAUM1-170515102611	VEG		7:18 PM	PBA Quarry	7.00	1005	15.0	0.80	12.00
1224	BAUM1-170515092923	VEG		7:19 PM	PBA Quarry	35.00	2002	21.0	0.65	13.65
1223	BAUM1-170515102526	VEG		7:19 PM	PBA Quarry		1003	20.0	0.55	11.00
1227	BAUM1-170515091251	VEG		7:19 PM	PBA Quarry		2003	15.0	0.75	11.25
1226	BAUM1-170515091317	VEG		7:19 PM	PBA Quarry		1001	40.0	0.70	28.00
1225	BAUM1-170515092854	VEG		7:19 PM	PBA Quarry		2005	15.0	0.70	10.50
									Total Tickets 18 | Trucks 10 | Volume 284.35	
5/17/2017										
1228	BAUM1-170516092914	VEG		6:52 AM	PBA Quarry		1002	15.0	0.80	12.00
1229	BAUM1-170517112727	VEG		7:44 AM	PBA Quarry		1003	20.0	0.80	16.00
1230	BAUM1-170517121228	VEG		8:13 AM	PBA Quarry		1002	15.0	0.80	12.00
1231	BAUM1-170517121250	VEG		8:13 AM	PBA Quarry		2004	18.0	0.85	15.30
1232	BAUM1-170517121432	VEG		8:15 AM	PBA Quarry		2005	15.0	1.00	15.00
1240	BAUM1-170517020556	VEG		10:09 AM	PBA Quarry		1003	20.0	0.85	17.00
1241	BAUM1-170517020643	VEG		10:10 AM	PBA Quarry	7.00	1005	15.0	0.85	12.75
									Total Tickets 7 | Trucks 5 | Volume 100.05	
5/24/2017										
1242	BAUM1-170524084037	VEG		4:48 PM	PBA Quarry		1004	18.0	0.80	14.40
1243	BAUM1-170524084111	VEG		1:55 PM	PBA Quarry	35.00	2002	21.0	0.80	16.80
1244	BAUM1-170524085603	VEG		1:57 PM	PBA Quarry		1003	20.0	0.90	18.00

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Hauling Detail By Day

Project Name: **Knox County**
Dates: **to 6/29/2017**

Ticket #	Field ID	Mat	WO#	Unload Time	Disposal Site	Tare	Truck ID	Capacity	% Full	Volume
										Total Tickets 3 | Trucks 3 | Volume 49.20
5/25/2017										
1247	BAUM1-170525055904	VEG		11:02 AM	PBA Quarry	7.00	1005	15.0	0.80	12.00
1248	BAUM1-170525055558	VEG		11:07 AM	PBA Quarry		1001	40.0	1.00	40.00
1249	BAUM1-170525074500	VEG		2:46 PM	PBA Quarry		1003	20.0	0.70	14.00
1250	BAUM1-170525075440	VEG		12:57 PM	PBA Quarry		1003	20.0	0.50	10.00
1251	BAUM1-170525075503	VEG		12:59 PM	PBA Quarry		1003	20.0	0.50	10.00
										Total Tickets 5 | Trucks 3 | Volume 86.00
5/26/2017										
1252	MIKEM-170526020156	VEG		9:03 AM	Lake Shore Disposal Lot 1		1001	40.0	0.90	36.00
1253	BAUM1-170526023141	VEG		10:34 AM	PBA Quarry		1001	40.0	0.50	20.00
1280	MIKEM-170526042759	VEG		11:37 AM	Lake Shore Disposal Lot 1		1002	15.0	0.85	12.75
1278	MIKEM-170526042937	VEG		11:37 AM	Lake Shore Disposal Lot 1		1002	15.0	0.85	12.75
1279	MIKEM-170526042905	VEG		11:37 AM	Lake Shore Disposal Lot 1		1004	18.0	0.95	17.10
1281	CYNTHIA-170526044752	VEG		9:50 AM	PBA Quarry		1001	40.0	0.70	28.00
1282	CYNTHIA-170526044811	VEG		9:50 AM	PBA Quarry		1003	20.0	0.70	14.00
1283	CYNTHIA-170526044728	VEG		9:50 AM	PBA Quarry	7.00	1005	15.0	0.50	7.50
1287	CYNTHIA-170526044431	VEG		9:51 AM	PBA Quarry		1002	15.0	0.80	12.00
1285	CYNTHIA-170526044639	VEG		9:51 AM	PBA Quarry		1003	20.0	0.60	12.00
1286	CYNTHIA-170526044617	VEG		9:51 AM	PBA Quarry		1004	18.0	0.60	10.80
1284	CYNTHIA-170526044705	VEG		9:51 AM	PBA Quarry		1004	18.0	0.60	10.80
1288	CYNTHIA-170526043751	VEG		9:52 AM	PBA Quarry		1002	15.0	0.80	12.00
1289	CYNTHIA-170526043730	VEG		9:52 AM	PBA Quarry		1001	40.0	0.80	32.00
1290	CYNTHIA-170526043707	VEG		9:52 AM	PBA Quarry	7.00	1005	15.0	0.80	12.00
1294	CYNTHIA-170526043349	VEG		9:53 AM	PBA Quarry		1002	15.0	0.80	12.00
1292	CYNTHIA-170526043458	VEG		9:53 AM	PBA Quarry		1002	15.0	0.80	12.00
1293	CYNTHIA-170526043409	VEG		9:53 AM	PBA Quarry		1001	40.0	0.80	32.00
1291	CYNTHIA-170526043607	VEG		9:53 AM	PBA Quarry		1004	18.0	0.80	14.40
1295	CYNTHIA-170526043247	VEG		9:54 AM	PBA Quarry		1004	18.0	0.80	14.40
1296	CYNTHIA-170526043158	VEG		9:55 AM	PBA Quarry		1001	40.0	0.50	20.00
1297	CYNTHIA-170526043107	VEG		9:55 AM	PBA Quarry		1004	18.0	0.90	16.20
1298	CYNTHIA-170526042955	VEG		9:56 AM	PBA Quarry		1002	15.0	0.90	13.50
1300	CYNTHIA-170526042743	VEG		9:57 AM	PBA Quarry	7.00	1005	15.0	0.90	13.50
1302	CYNTHIA-170526042601	VEG		9:57 AM	PBA Quarry		1004	18.0	0.90	16.20
1301	CYNTHIA-170526042624	VEG		9:57 AM	PBA Quarry	7.00	1005	15.0	0.90	13.50
1299	CYNTHIA-170526042835	VEG		9:57 AM	PBA Quarry	7.00	1005	15.0	0.90	13.50
1304	CYNTHIA-170526042503	VEG		9:58 AM	PBA Quarry		1002	15.0	0.70	10.50
1303	CYNTHIA-170526042525	VEG		9:58 AM	PBA Quarry		1003	20.0	0.80	16.00
1305	CYNTHIA-170526042431	VEG		9:59 AM	PBA Quarry		1001	40.0	0.60	24.00
1319	CYNTHIA-170526044012	VEG		10:03 AM	PBA Quarry		1004	18.0	0.80	14.40

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Project Name: **Knox County**
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Ticket #	Field ID	Mat	WO#	Unload Time	Disposal Site	Tare	Truck ID	Capacity	% Full	Volume
1318	CYNTHIA-170526043813	VEG		10:03 AM	PBA Quarry		1004	18.0	0.80	14.40
1322	CYNTHIA-170526044230	VEG		10:04 AM	PBA Quarry		1001	40.0	0.90	36.00
1320	CYNTHIA-170526044105	VEG		10:04 AM	PBA Quarry		1001	40.0	0.70	28.00
1321	CYNTHIA-170526044145	VEG		10:04 AM	PBA Quarry	7.00	1005	15.0	0.90	13.50
1324	CYNTHIA-170526044338	VEG		10:05 AM	PBA Quarry		1002	15.0	0.50	7.50
1323	CYNTHIA-170526044305	VEG		10:05 AM	PBA Quarry		1001	40.0	0.90	36.00
1325	CYNTHIA-170526044402	VEG		10:05 AM	PBA Quarry		1004	18.0	0.50	9.00
1326	MIKEM-170526060909	VEG		2:35 PM	Lake Shore Disposal Lot 1	7.00	1005	15.0	0.85	12.75
1327	MIKEM-170526060941	VEG		2:36 PM	Lake Shore Disposal Lot 1		1003	20.0	0.90	18.00
									Total Tickets 40 | Trucks 5 | Volume 680.95	
5/27/2017										
1342	BAUM1-170526053543	VEG		8:00 AM	PBA Quarry		2004	18.0	0.65	11.70
									Total Tickets 1 | Trucks 1 | Volume 11.70	
5/28/2017										
1351	CYNTHIA-170528072117	VEG		3:22 PM	Lake Shore Disposal Lot 1		1003	20.0	0.80	16.00
1352	CYNTHIA-170528072422	VEG		3:25 PM	Lake Shore Disposal Lot 1	35.00	2002	21.0	0.85	17.85
									Total Tickets 2 | Trucks 2 | Volume 33.85	
5/29/2017										
1386	MIKEM-170529033942	VEG		10:43 AM	Itasca Landfill		1001	40.0	0.90	36.00
1393	MIKEM-170529073216	VEG		2:37 PM	Itasca Landfill		1001	40.0	0.90	36.00
1394	MIKEM-170529072856	VEG		2:39 PM	Itasca Landfill		1001	40.0	0.75	30.00
1395	MIKEM-170529072732	VEG		2:39 PM	Itasca Landfill		1001	40.0	0.90	36.00
1396	MIKEM-170529072410	VEG		2:39 PM	Itasca Landfill		1004	18.0	0.95	17.10
1397	MIKEM-170529072705	VEG		2:43 PM	Itasca Landfill		1001	40.0	0.80	32.00
1399	MIKEM-170529075947	VEG		3:06 PM	Itasca Landfill	35.00	2002	21.0	0.95	19.95
1400	MIKEM-170529075748	VEG		3:06 PM	Itasca Landfill	35.00	2002	21.0	0.95	19.95
1401	MIKEM-170529075644	VEG		3:06 PM	Itasca Landfill	35.00	2002	21.0	0.95	19.95
1398	MIKEM-170529080146	VEG		3:06 PM	Itasca Landfill	35.00	2002	21.0	0.95	19.95
									Total Tickets 10 | Trucks 3 | Volume 266.90	
5/30/2017										
1402	BAUM1-170530102737	VEG		6:37 AM	Lake Shore Disposal Lot 1		2004	18.0	0.95	17.10
1404	BAUM1-170530125047	VEG		6:22 AM	PBA Quarry		2003	15.0	1.00	15.00
1406	BAUM1-170530124826	VEG		6:22 AM	PBA Quarry		1100	25.0	0.70	17.50
1405	BAUM1-170530124854	VEG		6:22 AM	PBA Quarry	18.00	2001	18.0	0.90	16.20
1403	BAUM1-170530125235	VEG		6:22 AM	PBA Quarry		2004	18.0	0.80	14.40
1407	BAUM1-170530124631	VEG		6:23 AM	PBA Quarry	7.00	1005	15.0	0.80	12.00
1408	BAUM1-170530023620	VEG		8:01 AM	PBA Quarry		130	20.0	0.80	16.00
1409	BAUM1-170530023646	VEG		8:02 AM	PBA Quarry		1002	15.0	0.70	10.50
1411	BAUM1-170530023727	VEG		8:02 AM	PBA Quarry	7.00	1005	15.0	0.90	13.50
1410	BAUM1-170530023706	VEG		8:02 AM	PBA Quarry		1004	18.0	0.70	12.60

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Ticket #	Field ID	Mat	WO#	Unload Time	Disposal Site	Tare	Truck ID	Capacity	% Full	Volume
1412	BAUM1-170530023748	VEG		8:02 AM	PBA Quarry		1100	25.0	0.90	22.50
1413	BAUM1-170530023820	VEG		8:02 AM	PBA Quarry		2003	15.0	0.70	10.50
1418	BAUM1-170530025551	VEG		8:03 AM	PBA Quarry	7.00	1005	15.0	0.80	12.00
1416	BAUM1-170530023941	VEG		8:03 AM	PBA Quarry		1003	20.0	0.80	16.00
1417	BAUM1-170530024011	VEG		8:03 AM	PBA Quarry		2004	18.0	0.80	14.40
1414	BAUM1-170530023848	VEG		8:03 AM	PBA Quarry		2003	15.0	0.80	12.00
1419	BAUM1-170530025630	VEG		8:03 AM	PBA Quarry		2004	18.0	0.70	12.60
1415	BAUM1-170530023914	VEG		8:03 AM	PBA Quarry		2004	18.0	0.80	14.40
1420	BAUM1-170530025655	VEG		8:04 AM	PBA Quarry		130	20.0	0.70	14.00
1427	MIKEM-170530015136	VEG		12:02 PM	Itasca Landfill	35.00	2002	21.0	0.90	18.90
									Total Tickets 20 | Trucks 10 | Volume 292.10	
									Total Tickets 170 | Trucks 13 | Volume 2943.10	

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without prior written consent.

Tab 4: Past Performance and References

1) Provide a minimum of three references (but no more than five from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP. Please include: client name, address, contact name, contact telephone number, contact email address, term of contract (start and end date), total dollar value of the contract, services provided, agency's size (number of residents and square miles), volume of debris managed and disposed.

1.1. REFERENCES

The following table serves as a representative sample of Phillips & Jordan's past experience providing disaster debris management services. Phillips & Jordan encourages the City of Coral Gables (City) to contact the references provided herein to obtain feedback on the high quality of our work.

Services Provided	Contract Dates	Debris Volume	Total Dollar Amount	Reference Information
Hurricane Irma Debris Management and Hazardous Tree Removal	September – December 2017	903,199 CY Veg 1,105,424 CY Processed 14,068 CY C&D 59 Trees 6,458 Limbs	$17,519,625	**Solid Waste Authority of Palm Beach County, Florida** John Archambo, Solid Waste Manager 561-315-2010 | jarchambo@swa.org Number of Residents: ~1,423 million Area: ~1,970 square miles
Hurricane Irma Debris Management and Hazardous Tree Removal	September – December 2017	874,712 CY Veg 27,318 CY C&D 358 Trees 19,006 Limbs 35 Stumps	$11,438,240	**Highlands County, Florida** Scott Canady, Community Safety Director 863-381-3686 | scanaday@hceoc.org Number of Residents: ~100,000 Area: ~1,017 square miles
Hurricane Irma Debris Management and Hazardous Tree Removal	September – December 2017	299,076 CY Veg 2,206 CY C&D 111 Trees 13,316 Limbs 204 Stumps	$6,044,003	**City of Coral Springs, Florida** Rich Michaud, Director of Public Works 954-344-1165 | rmichaud@coralsprings.org Number of Residents: ~130,000 Area: ~24 square miles
Hurricane Matthew Debris Management and Hazardous Tree Removal	October 2016 - January 2017	44,257 CY 67 Trees 4,316 Limbs	$619,950	**Town of North Myrtle Beach, South Carolina** Travis Dupree, Public Works 843-280-5592 | tedupree@nmb.us Number of Residents: ~16,000 Area: ~18 square miles
North Carolina Ice Storm Debris Management	March - May 2014	183,124 CY	$1,941,112	**City of Burlington, North Carolina** Eric Hilton, Operations and Projects Engineer 336-229-3172 | ehilton@ci.burlington.nc.us Number of Residents: ~53,000 Area: ~25 square miles

Letters of commendation and performance evaluations for several of these projects and others are presented in Appendix III to this proposal.

2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.

2.1. DISCONTINUED CONTRACTS

Phillips & Jordan has not had clients discontinue any contracts.

Tab 5: Price Proposal

1. OVERALL PRICING PHILOSOPHY

Phillips & Jordan is committed to meeting our contractual obligations and delivering projects to our clients on time and within budget. When pricing any project, including disaster debris management contracts, we take into consideration the current market values of equipment and services that we would need to procure if activated. Our ongoing relationships with our key subcontractors on both disaster and non-disaster projects have fostered a working environment where Phillips & Jordan understands what will be required to procure high-quality services when the need arises. Other factors that we consider as part of our pricing methodology include client location and geography, client assets, predicted resource allocation, and competing market values.

2. REASONABLE SUBCONTRACTOR COMPENSATION

The fee proposal developed by Phillips & Jordan for the City of Coral Gables (City) may contain higher unit prices than those proposed by our competitors. The higher prices charged by Phillips & Jordan does not reflect an undue desire to maximize our profit, but rather to warrant that we have the ability to pay our subcontractors reasonable and timely compensation for their support. When subcontractors are paid reasonable compensation, they are motivated to provide the best personnel and equipment possible, ensure that their work activities are conducted in a safe manner and are of the highest quality possible, and remain committed throughout the duration of the project. Phillips & Jordan pays subcontractors on debris management projects in a timely manner, typically on a weekly basis, to guarantee the highest commitment to the project. By selecting its disaster debris management contractor based solely on lowest price, the City may encounter project delays due to subcontractor availability/turnover which in turn could place maximum federal reimbursement at risk and result in unfavorable criticism by its citizens.

3. A PROVEN METHODOLOGY

Our consistent practice of fairly and reasonably pricing disaster debris management contracts has served our firm and our clients well in the past. For example, in response to Hurricane Irma's Florida landfall and widespread impacts, 23 of Phillips & Jordan's pre-positioned contracts were activated in seven Florida counties (Broward, Highlands, Hillsborough, Miami-Dade, Palm Beach, Pinellas, and Volusia) to assist with emergency road clearance and debris removal, reduction and disposal. While other contractors were abandoning pre-established pricing and lobbying their clients for higher rates in an effort to lure hauling resources to their projects, Phillips & Jordan secured sufficient hauling units to complete our contracted work on time and based on the rates in our existing contracts. Despite the challenges stemming from the volatile market caused by Hurricane Irma's widespread impact and immediate demand by multiple prime contractors for a finite number of available resources, Phillips & Jordan maintained our timeline and pricing commitments to both our clients and our subcontractors on all of our activated contracts following Hurricane Irma.

SECTION 8

Request for Proposal (RFP) No 2018-009

8.0: PROPOSAL PRICING

8.1 PROPOSAL PRICING FORM

Each Proposer shall ensure the Proposal Pricing Schedule listed in the following pages is completed in full, with Proposer providing a detailed list of all costs to provide Services.

Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this Request for Proposal must be submitted in its entirety, with all forms executed. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Pricing Schedule, carefully cross-referencing each item number and/or letter.

The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured; the City shall seek the Successful Proposer to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

Proposer: Phillips & Jordan, Inc. Address 10201 Parkside Drive, Suite 300 Knoxville, TN 37922

Contact Name Dudley Orr Title Vice President Signature Dudley Orr

Telephone 865-688-8342 Email: disasterservices@pandj.com

RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES
SCHEDULE 1 - TIME AND MATERIALS PRICE SCHEDULE
(Hourly Labor and Equipment Rates)

Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime. Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

Heavy Equipment	Size or Type	U/M	Unit Price
			Operators Included
Skid Steer Loader	Bobcat	Hour	$100.00
Backhoe	Cat 416	Hour	$110.00
Wheel Loaders	Cat 950	Hour	$130.00
Wheel Loaders	Cat 966	Hour	$160.00
Wheel Loaders	Cat 980	Hour	$190.00
Tracked Loader	Cat 955	Hour	$160.00
Towed Loader w/ Tractor	Prentice 210	Hour	$230.00
Self Loading Knuckle boom Truck	25 - 35 CY Body	Hour	$230.00
Self Loading Knuckle boom Truck	35 - 45 CY Body	Hour	$230.00
Self Loading Knuckle boom Tandem Truck	45 – 75 CY Body	Hour	$230.00
Dozer	Cat D4	Hour	$110.00
Dozer	Cat D5	Hour	$130.00
Dozer	Cat D6	Hour	$160.00
Dozer	Cat D7	Hour	$175.00
Dozer	Cat D8	Hour	$200.00
Excavators with Grapple or Thumb	Cat 320	Hour	$130.00
Excavators with Grapple or Thumb	Cat 325	Hour	$150.00
Excavators with Grapple or Thumb	Cat 330	Hour	$170.00
Tractor w/ Box Blade	80 Hp	Hour	$90.00
Motor Grader	Cat 120G	Hour	$140.00
Crane	30 Ton	Hour	$300.00
Bucket Truck	Up to 50' reach	Hour	$125.00
Bucket Truck	50' to 75' reach	Hour	$165.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	$145.00
Mechanized Broom	Street Sweeper	Hour	$100.00
Water Truck	2000 Gallon	Hour	$100.00
Stump Grinder	Vermeer 252	Hour	$60.00
Chipper w/ 2 man crew	Morbark Storm	Hour	$120.00
12-Foot Tub Grinder	Morbark 1200	Hour	$450.00
13-Foot Tub Grinder	Morbark 1300	Hour	$500.00
14-Foot Tub Grinder	Diamond Z 1463	Hour	$550.00

Heavy Equipment	Size or Type	U/M	Unit Price
Equipment Transport w/ Tractor	50 Ton	Hour	$130.00
Truck Mounted Winch	Tow Truck	Hour	$100.00
Haul Vehicles	**Size or Type**	**U/M**	**Unit Price**
			Operators Included
Dump Truck	10 to 15 CY	Hour	$90.00
Dump Truck	16 to 20 CY	Hour	$95.00
Trailer Dump w/ Tractor	30 to 40 CY	Hour	$105.00
Trailer Dump w/ Tractor	41 to 50 CY	Hour	$110.00
Trailer Dump w/ Tractor	51 to 60 CY	Hour	$120.00
Trailer Dump w/ Tractor	61 to 70 CY	Hour	$130.00
Walking Floor Trailer w/ Tractor	100 CY	Hour	$140.00
Transportation Vehicles	**Size or Type**	**U/M**	**Unit Price**
			Operators Not Included
Pickup Truck	1/2 Ton	Day	$150.00
Pickup Truck	3/4 Ton	Day	$150.00
Pickup Truck	1 Ton	Day	$180.00
Box Truck	3/4 Ton	Day	$200.00
Utility Van	3/4 Ton	Day	$180.00
Passenger Van	9 Passenger	Day	$180.00
Passenger Car	Full size	Day	$150.00
Personnel	**Size or Type**	**U/M**	**Unit Price**
Superintendent w/ Pickup Truck	Individual	Hour	$98.00
Supervisor w/ Pickup Truck	Individual	Hour	$98.00
Safety or QC Manager w/ Pickup Truck	Individual	Hour	$95.00
Mechanic w/ Truck and Tools	Individual	Hour	$95.00
Climber w/ Gear	Individual	Hour	$72.00
Operator w/ Chainsaw	Individual	Hour	$62.00
Laborer w/ Tools	Individual	Hour	$48.00
Traffic Control Personnel	Individual	Hour	$48.00
Ticket Writers	Individual	Hour	$48.00
Clerical	Individual	Hour	$48.00
Administrative Assistant	Individual	Hour	$48.00

RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES
SCHEDULE 2 - UNIT PRICE SCHEDULE

Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime. Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

DESCRIPTION OF SERVICES: ALL SERVICES ARE AS DIRECTED BY THE CITY AS TO THE LOCATION OF WORK AREA, DISASTER ASSISTANCE FUNDING AND AS OTHERWISE SPECIFIEDIN THE RFP DOCUMENT	**UNIT OF MEASURE**	**UNIT PRICE**
COMPONENT SERVICES		
Mobilization and demobilization	(lump sum)	$1.00
Collect Vegetative Debris from public or private property and transport to DMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
(0-15 miles)	Cubic Yard	$11.00
(15 – 30 miles)	Cubic Yard	$12.50
(>30 miles)	Per Mile over 30 Miles, Per Cubic Yard.	$0.25

Collect Construction and Demolition Debris (C&D) (including white goods not requiring Freon removal) from public or private property and transport to DMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
0-15 miles	Cubic Yard	$11.00
15-30 miles	Cubic Yard	$12.50
>30 miles	Per Mile over 30 Miles, Per Cubic Yard.	$0.25
Management of DMS and Processing (Reduction) of Vegetative Debris (including stumps).	Cubic Yard	$5.00
Management of DMS and Processing (reduction, separation, recycling etc.) of Construction and Demolition Debris (C&D) (including white goods not requiring Freon removal).	Cubic Yard	$5.00
Haul-Out of Reduced or Unreduced Debris from DMS to Final Disposal Site.		
(0-15 miles)	Cubic Yard	$12.00
(15 - 30 miles)	Cubic Yard	$14.00
(>30 miles)	Per Mile over 30 Miles, Per Cubic Yard.	$0.25
Disposal at Contractor's Final Disposal Site		
• Vegetative Debris (reduced)	Cubic Yard	$15.00
• Vegetative Debris (un-reduced)	Cubic Yard	$15.00
• Processed construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal)	Cubic Yard	$15.00
• Unprocessed Construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal)	Cubic Yard	$15.00
• Animal Carcasses	Carcass	$50.00

White Goods Freon processing	Piece	$40.00
Hazardous Stump Extraction and Transportation to a DMS. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
< 24” (Treated as Normal Vegetative Debris, no per tree removal cost is applicable)	Not applicable	<24” and/or stumps less than 50% uprooted. Cost per inch of stump diameter. Includes stump and surface roots.
24”- 36”	Per Stump	$350.00
36” – 48”	Per Stump	$450.00
48” – 72”	Per Stump	$600.00
72” +	Per Stump	$800.00
Hazardous Stump Extraction and Transportation to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
< 24” (Treated as Normal Vegetative Debris, no per tree removal cost is applicable)	Not applicable	As Per Vegetative Debris cubic yard rate – no extra charge for this item.
24”- 36”	Per Stump	$350.00
36” – 48”	Per Stump	$450.00
48” – 72”	Per Stump	$600.00
72” +	Per Stump	$800.00
Stump hole filling (process and material.)	Cubic Yard of Fill	$30.00
Hanging Tree Limb Removal (2” or greater in diameter)	Per Tree	$125.00

Remove Hazardous Trees with attached stumps if root balls are exposed more than 50%. All debris is to then be considered as normal debris. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the removal process.		
0" – 12" diameter (no per tree removal cost is applicable. Treat the debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate
13" to 24" diameter	Per Tree	$200.00
25" to 48" diameter	Per Tree	$470.00
49" to 72" diameter	Per Tree	$650.00
> 72" diameter	Per Tree	$900.00
Flush cut Hazardous Trees with root balls exposed less than 50%. All debris is to then be considered as normal debris. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the removal process.		
0" – 12" diameter (no per tree removal cost Is applicable. Treat the debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate
13" to 24" diameter	Per Tree	$100.00
25" to 48" diameter	Per Tree	$270.00
49" to 72" diameter	Per Tree	$550.00
> 72" diameter	Per Tree	$800.00
Demolition of Structures. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Square Foot of structure	$6.00
Animal Carcass Removal and Disposal	Carcass	$100.00
Hazardous Waste and Household Hazardous Waste Collection, Clean-up and Disposal		
	Per 5 gallon	$150.00
	Per Cubic Yard	$850.00

Infectious Waste Clean-up and Disposal		
	Per 5 gallon	$150.00
	Per Cubic Yard	$850.00
CBRN Waste Clean-up and Disposal		
	Per 5 gallon	$150.00
	Per Cubic Yard	$850.00
Debris removal from Canals/Waterways requiring the use of a boat or barge. Collect vegetative and/or Construction and Demolition (C&D) debris from canals/waterways and adjacent banks inaccessible from land and transport to DMS or final disposal location. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per cubic yard	See Consolidated Service #1 on the following page.

CONSOLIDATED ALL INCLUSIVE SERVICES		
DESCRIPTION OF SERVICE	**UNIT OF MEASURE**	**UNIT PRICE**
Consolidated Service # 1 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
• The Contractor shall collect and haul vegetative debris and animal carcasses to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. • The Contractor shall extract and provide any necessary extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. (Inclusive of debris removal as described herein.) • The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herein. (Inclusive of debris removal as described herein.) • The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. (Inclusive of debris removal as described herein.) • The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$38.00
• **Consolidated Service 1a -** As a component of Consolidated Service #1, the Contractor shall also provide debris processing, (DMS) management, debris reduction, and debris haul out and disposal for vegetative debris and animal carcasses delivered to the DMS by the City or other City authorized sources.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$18.00

Consolidated service # 2a - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall collect and haul all C&D debris and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$32.00
Consolidated service # 2b - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall also provide debris processing, (DMS) management, debris reduction, and debris haul out and disposal for C&D debris, all white goods (including Freon processing) and Animal Carcasses delivered to the DMS by the City or other City authorized sources.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$18.00

Consolidated service # 3 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP. document:		
• The Contractor shall collect and haul vegetative debris, C&D debris, animal carcasses and all white goods (including Freon processing), and Animal Carcasses directly to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. • The Contractor shall extract and provide extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. Inclusive of debris removal as described herein. • The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herein. • The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. Inclusive of debris removal as described herein. • The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.	$38.00

Consolidated service # 4a - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$32.00
Consolidated service # 4b - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.	$20.00
Consolidated service # 5 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:		
• The Contractor shall collect and haul vegetative debris (including stumps) and Animal Carcasses to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. • The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	$35.00

RFP 2018-009 DISASTER DEBRIS REMOVAL SERVICES
SCHEDULE 3 – ADDITIONAL SERVICES SCHEDULE

Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime. Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

NOTE: Proposers are requested (but not required) to provide pricing for Additional Services as shown below. **Pricing for Additional Services will not be included in the Price Proposal Evaluation**. Proposers may provide additional services to the ones listed below. A unit price along with unit of measure and a description of the services must be included.

	UNIT OF MEASURE	UNIT PRICE
Abandoned Vehicle* Removal and disposal (FROM LAND) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. *** Boat trailer or open trailer; Box trailer; RV or BUS**	Vehicle	$250.00
Abandoned Vehicle* Removal and disposal (FROM WATER) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process. ***Boat trailer or open trailer; Box trailer; RV or BUS**	Vehicle	$400.00
Boat removal, processing and disposal FROM LAND. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per lineal foot	$40.00
Boat removal, processing and disposal FROM WATER. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Cost per lineal foot	$65.00
Fire Suppression Support.	Per Vehicle	$250.00
Emergency potable water.	Cost per gallon	$3.00
Emergency delivery of ice.	Per Pound	$6.00
Temporary bathrooms, showers, kitchens and feeding locations.	50 person unit for one day	$8,000.00
	100 person unit for one day	$12,000.00
Temporary satellite communications.	Per Phone/day	$150.00
Provide labor and machinery for pumping and water relocation/removal for flood control. **Pump capacity of 110 gallons per minute with a 4" discharge.**	Per pump/hour	$40.00

Hose for pump operation.	Per 100 foot of hose.	$50.00
Sewer, culvert and catch basin cleaning.	Per structure	$400.00
Decontamination of buildings and facilities.	Per square foot of affected facility.	$2.00
Mold remediation.	Per square foot of affected facility.	$45.00
Modular Units for Continuity of Operations	Per Unit / Per Day	$500.00
Temporary Refrigeration Rental	Per Unit / Per Day	$500.00

Emergency power generation.								
				Amps at different available 3 ph, 4 wire voltages			**UNIT OF MEASURE**	**UNIT PRICE**
KW	KVA	Fuel Capacity	Run time	120/240v	120/208v	277/480v		
100	125	196 gal	26 hrs	301 Amps	347 Amps	150 Amps	Per Generator	$2,500.00
175	219	350 gal	28 hrs	527Amps	608 Amps	264 Amps	Per Generator	$3,500.00
240	300	379 gal	23 hrs	723 Amps	834 Amps	361 Amps	Per Generator	$4,000.00
320	400	479 gal	23 hrs	963 Amps	1112 Amps	482 Amps	Per Generator	$5,000.00

Tab 6: Other Information

1. PROOF OF INSURABILITY

With regard to insurance coverage, Phillips & Jordan's agent (Scott Insurance) has in place the following policy limits:

- Commercial General Liability - $5,000,000 (each occurrence)
- Automobile Liability - $5,000,000 (combined single limit each accident)
- Umbrella Liability - $25,000,000 (each occurrence)
- Workers Compensation and Employers' Liability - $1,000,000 (each accident)

A sample Certificate of Liability Insurance is presented on the following page. If Phillips & Jordan is awarded a pre-positioned contract with the City of Coral Gables (City), an insurance certificate meeting the requirements outlined in the RFP and naming the City as an additional insured can be submitted prior to contract execution.

Phillips & Jordan also carries Longshoreman's & Harbor Workers & Maritime Insurance as required to perform marine debris removal services.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/25/2017

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
Scott Insurance (Knoxville,TN)
2005 Lakeside Centre Way
Knoxville TN 37922

CONTACT NAME: Angie Baker
PHONE (AC, No, Ext): 865-684-1793 FAX (AC, No): 434-455-8984
E-MAIL ADDRESS: abaker@scottins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Contractors Insurance (A)	12300
INSURER B: American Guarantee & Liability Insu	26247
INSURER C: Zurich American Insurance Company (	16535
INSURER D: AGIG Insurance Company (A)	12300
INSURER E:	
INSURER F:	

INSURED
Phillips and Jordan, Inc.
10201 Parkside Drive, Suite 300
Knoxville TN 37922

PHIL-10

COVERAGES CERTIFICATE NUMBER: 101610944 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL17A00037	6/1/2017	6/1/2018	EACH OCCURRENCE	$5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X Contractual Liab						MED EXP (Any one person)	$5,000
	X 2024J						PERSONAL & ADV INJURY	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AL1700013	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			AUO-9137545 11	6/1/2017	6/1/2018	EACH OCCURRENCE	$25,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000008517 - All other States except Monopolistic	6/1/2017	6/1/2018	X PER STATUTE / OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N N	N / A	WCA000008617 - AL, FL, ME, SC, TN, TX, VA, WV	6/1/2017	6/1/2018	E.L. EACH ACCIDENT	$1,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			WCA000011617 - CA, GA, LA, MO, NC, PA	6/1/2017	6/1/2018	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Florida Automobile			BAP5262553-07	6/1/2017	6/1/2018	Combined Single Limit	5,000,000

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

CERTIFICATE HOLDER

FOR INSURANCE VERIFICATION ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Karen Jones

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

2. COMMENTS AND PROPOSED REVISIONS

Phillips & Jordan proposes the following changes to the Indemnification Clause in the Sample Agreement.

4.5 Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations, the Professional shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, ~~indirect, or consequential~~ (including but not limited to fees and reasonable charges of attorneys and other Professional's and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Professional , any sub consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder ~~and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees.~~ The parties expressly agree that this provision shall be construed broadly, and Professional's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Professional (or any sub consultant or any person or organization directly or indirectly employed by Professional) is ~~alleged to~~ presented with a claim that they have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-912(b)(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

Appendix I: Key Field Management & Resource Personnel Resumes

Tommy Webster
Contract Manager

Overall Experience

Mr. Webster has been employed by Phillips & Jordan since 2014 and offers over 30 years of construction experience, 17 years of which is related to disaster response and debris management. In 1999, he was the General Contractor in charge of the first Federal Emergency Management Agency (FEMA) Hazard Mitigation Elevation program in the United States. He has also served as Project Manager for multiple response and recovery projects, including disaster debris management missions, in response to a wide range of events across the nation including ice storms, hurricanes, flood events, wildfires, and environmental incidents.

Mr. Webster has worked in direct coordination with FEMA, local and state governments, public utilities, volunteer organizations, and the Departments of Transportation for North Carolina, Virginia, Florida, Texas, California, South Carolina, and Colorado. These engagements occurred during debris removal missions in order to aid in the overall recovery following disaster events, and to achieve maximum eligible reimbursement for clients. Mr. Webster is well versed in FEMA 325, FEMA PPAG regulations, 2 CFR guidelines, as well as being U.S. Army Corps of Engineers Construction Quality Management certified. His responsibilities also include assisting contracted municipalities with the development of disaster preparedness plans, as well as developing and administering response and recovery training for these contracts.

Notable Disaster Debris Management Missions

Event Year	Project	Position
Ongoing	CEMA Expanded Tree Debris Mgmt.(CA)	Project Manager
2017	Hurricane Irma (FL)	Contract Manager
2017	Hurricane Harvey (TX)	Contract Manager
2016	Harris County Flood (TX)	Project Manager
2015	Hurricane Joaquin (SC)	Project Manager
2014	Williamsburg/Florence Co. Ice Storm (SC)	Operations Manager
2013	Multiple County Flood (CO)	Operations Manager
2010	Deepwater Horizon Oil Spill (MS & FL)	Operations Manager
2008	Hurricane Ike (LA)	Operations Manager
2003	San Diego County Wildfire (CA)	Project Manager
2003	San Bernardino Wildfire (CA)	Project Manager
2003	Hurricane Isabel (NC)	Project Manager
2002	Multiple County Ice Storm (NC)	Project Manager

Tommy Webster
Contract Manager

Education

- High School Graduate

Training and Certifications

- North Carolina General Contractor's License
- U.S. Army Corps of Engineers CQM Certified
- FEMA 325 Public Assistance Debris Management Guide
- FEMA E0202 Debris Management Planning Certified
- FEMA ICS-100 Incident Command System Certified
- FEMA ICS-200 Initial Action Incident Certified
- FEMA IS-800 National Response Framework Certified
- FEMA IS-700 NIMS Certified
- Qualified Technical Tree Safety Supervisor
- Electrical Hazard Awareness Training
- Occupational Safety and Health Administration (OSHA), 40-Hour Hazardous Waste Operations Training
- OSHA 30-Hour Training
- First Aid and CPR Training

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JOHN T WEBSTER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.b
Introduction to Incident Command System
ICS-100

Issued this 23rd Day of May, 2017

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JOHN T WEBSTER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.b
ICS for Single Resources and Initial Action Incident, ICS-200

Issued this 27th Day of June, 2017

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JOHN T WEBSTER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 23rd Day of May, 2017

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JOHN T WEBSTER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00800.b
National Response Framework, An Introduction

Issued this 19th Day of June, 2017

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Eric Hedrick
Project Manager

Overall Experience

Mr. Hedrick has been employed by Phillips & Jordan since 1981 and offers 16 years of disaster response and debris management experience. This experience includes segregation, removal, and disposal activities relating to complex debris streams on both the public right-of-way and private property. Most of Mr. Hedrick's debris management experience has been on U.S. Army Corps of Engineers (USACE) projects pursuant to Indefinite Delivery/Indefinite Quantity contract structures. As Operations Manager on these projects, Mr. Hedrick had overall accountability for operations, safety, and quality and has demonstrated qualifications to manage complex contract and subcontract structures in high profile settings.

Since 2015, Mr. Hedrick has been Phillips & Jordan's Program Manager for the Pacific Gas & Electric Company Hazardous Tree Program. The scope of this work has included managing high hazard trees on public and private property and has involved removal and disposal, (primarily through beneficial reuse) of large volumes of debris in Northern and Central California. This work has included the 2015 Butte Fire response and more recently the 2017 fires in Sonoma County. Mr. Hedrick has directed these high-profile missions under intense public and regulatory scrutiny and is uniquely qualified to manage the statement of work included in this solicitation.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2017	Hurricane Irma (FL)	Project Executive
2017	Hurricane Harvey (TX)	Project Executive
2016	Harris County Flood (TX)	Project Executive
2015	Butte Wildfire (CA)	Program Manager
2014	Williamsburg/Florence Co. Ice Storm (SC)	Project Executive
2011	Spring Tornado Outbreak (AL)	Operations Manager
2005	Hurricane Katrina (LA, MS, & AL)	Operations Manager
2005	Hurricane Rita (LA)	Operations Manager
2005	Hurricane Dennis (FL)	Operations Manager
2004	Hurricane Ivan (AL)	Operations Manager
2001	9/11 Forensic Recovery (NY)	Quality Control Manager

Education

- High School Graduate

Eric Hedrick
Project Manager

Training and Certifications

- USACE CQM Certified
- USACE Safety Training
- Federal Emergency Management Agency 325: Public Assistance Debris Management Guide
- Occupational Safety and Health Administration 30-Hour
- Safe Land Training
- First Aid and CPR Training
- State of Georgia National Pollutant Discharge Elimination System Qualified

Dudley Orr
Project Manager

Disaster Experience

Mr. Orr has been employed by Phillips & Jordan since 1995 and offers 21 years of disaster response and debris management experience. In addition to his duties as a Vice President of Phillips & Jordan, Mr. Orr coordinates disaster response activities and serves as an Operations/Project Manager for disaster debris management missions. His responsibilities in the role of Project Manager have included executive level management of debris collection and reduction operations; interfacing with stakeholder representatives in support of operational goals; and acting as liaison between Phillips & Jordan and federal, state, and local government officials. Mr. Orr has supported disaster debris management missions related to hurricanes, rockslides, and tornados.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2017	Hurricane Irma (FL)	Project Manager
2016	Hurricane Matthew (SC)	Project Executive
2013	U.S. Highway 441 Rockslide (NC)	Project Executive
2011	Spring Tornado Outbreak (AL)	Executive Manager
2009	I-40 Rockslide (NC)	Operations Manager
2005	Hurricane Katrina (LA, MS, & AL)	Operations Manager
2005	Hurricane Rita (LA)	Operations Manager
2005	Hurricane Wilma (FL)	Operations Manager
2004	Hurricane Charley (FL)	Operations Manager
2004	Hurricane Frances (FL)	Operations Manager
2004	Hurricane Jeanne (FL)	Operations Manager
2003	Hurricane Isabel (NC)	Operations Manager
2002	Hurricane Lili (LA)	Operations Manager
1996	Hurricane Fran (NC)	Operations Manager

Education

- Bachelor's Degree, Civil Engineering, University of Tennessee
- Masters of Business Administration, University of Tennessee

Training and Certifications

- Federal Emergency Management Agency (FEMA) Incident Command System (ICS) 100: Introduction to ICS
- FEMA/ICS 200: ICS for Single Resources and Initial Action Incidents
- FEMA/ICS 700: National Incident Management System, An Introduction

Dudley Orr
Project Manager

- Occupational Safety and Health Administration 10-Hour Training
- First Aid and CPR Training

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DUDLEY ORR

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100
Introduction to the Incident Command System,
ICS-100

Issued this 27th Day of January, 2007

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DUDLEY ORR

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200
ICS for Single Resources and Initial Action Incidents, ICS-200

Issued this 27th Day of January, 2007

AUTHORIZED IACET PROVIDER

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DUDLEY ORR

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700
National Incident Management System (NIMS), An Introduction

Issued this 27th Day of January, 2007

AUTHORIZED IACET PROVIDER

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Edd Satterfield

Operations Manager

Overall Experience

Mr. Satterfield offers 21 years of disaster response and debris management experience. In addition to managing highway, land slide, reclamation, and land clearing projects, he has worked as a Supervisor, Project Manager, and Operations Manager on numerous disaster recovery projects following ice storms, hurricanes, and tornadoes. His responsibilities in the role of Operations Manager have included coordination of mission operations, development of mission-specific plans, identification of debris management sites, preparation of mission progress reports, performance of daily planning meetings, compliance with contract requirements and specifications, and mission liaison to stakeholder representatives. Mr. Satterfield is Federal Emergency Management Agency (FEMA) Incident Command System (ICS) Compliant.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2016	Hurricane Matthew (SC)	Operations Manager
2016	Harris County Flood (TX)	Operations Manager
2014	City of Burlington Ice Storm (NC)	Operations Manager
2011	City of Joplin Tornado (MO)	Operations Manager
2011	Hurricane Irene (VA)	Operations Manager
2009	I-40 Rockslide (NC)	Operations Manager
2005	Hurricane Katrina (LA, MS, &AL)	Area Manager
2004	Hurricane Frances (FL)	Project Manager
2004	Hurricane Charley (FL)	Project Manager
2004	Hurricane Ivan (AL)	Project Manager
2003	Hurricane Isabel (NC)	Project Manager
1999	Hurricane Floyd (NC)	Supervisor
1998	Hurricane Bonnie (NC)	Supervisor
1996	Hurricane Fran (NC)	Supervisor

Education

- High School Graduate

Training and Certifications

- FEMA/ICS 100: Introduction to Incident Command System
- FEMA/ICS 200: ICS for Single Resources and Initial Action Incidents
- FEMA/ICS 700: National Incident Management System (NIMS), An Introduction

Edd Satterfield
Operations Manager

- FEMA 325: Public Assistance Debris Management Guide
- Federal Contracting Basics, Operating Practices in Contract Administration, and Associate's Certificate in Project Management (ESI International / George Washington University)
- Estimating Earthwork Construction, Construction Estimating Institute
- U.S. Army Corps of Engineers (USACE), Construction Quality Management Training
- USACE, Safety Training

NOTE: Mr. Satterfield was previously employed by Phillips & Jordan from 1994 – 2016. In the event of a large-scale disaster, he can be called upon to assist our disaster response operations team as needed.

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DAVID E SATTERFIELD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100
Intyoduction to the Incident Comfand System,
(ICS 100)

Issued this 27th Day of January, 2007

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DAVID E SATTERFIELD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200
ICS for Single Resources and Initial Action Incidents

Issued this 27th Day of January, 2007

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DAVID E SATTERFIELD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700
National Incident Management System
(NIMS) an Introduction

Issued this 27th Day of January, 2007

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

Heath Stone
Operations Manager

Overall Experience

Mr. Stone has been employed by Phillips & Jordan since 2013 and offers 2 years of disaster response and debris management experience. Mr. Stone plays several roles at Phillips & Jordan including Logistics Chief, Lead Event Coordinator, and Marketing Representative. His responsibilities in the role of Operations Manager have included coordination of mission operations, development of mission-specific plans, identification of debris management sites, preparation of mission progress reports, performance of daily planning meetings, compliance with contract requirements and specifications, and mission liaison to stakeholder representatives. Mr. Stone is Federal Emergency Management Agency (FEMA) Incident Command System (ICS) Compliant.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2017	Hurricane Irma (FL) Hillsborough County	Operations Manager
2017	Hurricane Irma (FL) Town of Belleair	Operations Manager
2017	Hurricane Irma (FL) Kenneth City	Operations Manager
2017	Hurricane Irma (FL) Pinellas Park	Operations Manager
2014	Williamsburg/Florence Co. Ice Storm (SC)	Project Manager

Education

- Bachelor's Degree, Kinesiology, University of Tennessee

Training and Certifications

- FEMA/ICS 100: Introduction to Incident Command System
- FEMA/ICS 200: ICS for Single Resources and Initial Action Incidents
- FEMA/ICS 700: National Incident Management System, An Introduction
- First Aid and CPR Training

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

HEATH E STONE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.b
Introduction to Incident Command System
ICS-100

Issued this 27th Day of January, 2014

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

HEATH E STONE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.b
ICS for Single Resources and Initial Action Incident, ICS-200

Issued this 27th Day of January, 2014

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

HEATH E STONE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 27th Day of January, 2014

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

William L. Goodgine

Operations Manager

Overall Experience

William Goodgine has been employed by Phillips & Jordan since 2012. Mr. Goodgine currently serves as an Operations Manager in support of the Disaster Response Division. In compliance with federal grant requirements, he has supported extensive hazardous tree removal work in California following drought and wildfire conditions, as well as supported debris management efforts in Texas following Hurricane Harvey. Prior to disaster response work, Mr. Goodgine provided logistical support to the Oil & Gas Division in North Dakota. He has a strong background in project management and leadership, having served in various roles oversees from 2004-2011 supporting Operation Iraqi Freedom in close coordination with the U.S. Department of State, U.S. Army Corps of Engineers, U.S. Department of Defense, and multiple civilian contractors and subcontractors.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2017	Hurricane Harvey (TX) Harris County Flood Control District	Operations Manager
2015	Calaveras County Hazardous Tree Removal (CA) Calaveras County	Operations Manager
2015	Wildfire Mitigation (CA) Pacific Gas & Electric	Area Manager

Training and Certifications

- Federal Emergency Management Agency (FEMA) Training:
  - IS-100.b, Introduction to Incident Command System, ICS-100
  - IS-200.b, ICS for Single Resources and Initial Action Incident, ICS-200
  - IS-230.d, Fundamentals of Emergency Management
  - IS-235.c, Emergency Planning
  - IS-700.a, National Incident Management System (NIMS)
  - IS-800.b, National Response Framework
- Occupational Safety & Health Administration (OSHA): 10-Hour and 30-Hour
- Other Training: North American Training Solutions (NATS), Qualified Technical Tree Safety Supervisor Course.
- Standard First Aid and CPR Training

Education

- Stratford Career Institute, Business Management Distance Learning Diploma
- Starkville High School, Starkville, MS

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

WILLIAM L GOODGINE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.b
Introduction to Incident Command System
ICS-100

Issued this 3rd Day of January, 2018

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

WILLIAM L GOODGINE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.b
ICS for Single Resources and Initial Action Incident, ICS-200

Issued this 11th Day of January, 2018

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

WILLIAM L GOODGINE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00230.d
Fundamentals of Emergency Management

Issued this 17th Day of January, 2018

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Emergency Management Institute

0.6 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

WILLIAM L GOODGINE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00235.c
Emergency Planning

Issued this 17th Day of January, 2018

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Emergency Management Institute

0.5 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

WILLIAM L GOODGINE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 16th Day of January, 2018

AUTHORIZED IACET PROVIDER

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

WILLIAM L GOODGINE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00800.b
National Response Framework, An Introduction

Issued this 16th Day of January, 2018

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Alan Carver
Operations Manager

Overall Experience

Mr. Carver offers five years of disaster response and debris management experience. Although Mr. Carver is not a full-time employee of Phillips & Jordan, in the event of a disaster-specific contract activation, he could be engaged and deployed to support any type of debris management mission. Mr. Carver has supported extensive disaster debris removal work in compliance with federal grant requirements in the role of project manager including a significant project with Volusia County, Florida following Hurricane Irma. Mr. Carver also has a strong background in emergency management, having previously been employed for seven years by the U.S. Forest Service performing firefighting and suppression. He also has solid experience in project management on construction projects where he supported projects for the Department of Transportation, the Federal Highway Administration, and the U.S. Forest Service.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2017	Hurricane Irma (FL) Volusia County	Project Manager
2005	Hurricane Katrina (LA) Cameron Parish, Vermillion Parish, and City of New Orleans	Monitor and Demolition Manager
2005	Hurricane Katrina (AL) Choctaw and Sumter Counties	Project Manager
1999	Hurricane Floyd (NC) City of Wilmington	Quality Control Monitor
1996	Hurricane Fran (NC) City of Raleigh	Quality Control Monitor

Education

- High School Graduate

Training and Certifications

- North Carolina Professional Land Surveyor L-2969
- Certified Level 2 Erosion Control Supervisor - NCDOT
- Federal Emergency Management Agency (FEMA) Training:
    - FEMA 325 – Public Assistance Management Guide
    - FEMA 202 – Debris Management

Alan Carver
Operations Manager

- Occupational Safety & Health Administration (OSHA):
  - 30 Hour OSHA Training
  - 40 Hour HAZWOPER
- First Aid and CPR Training

NOTE: Mr. Carver was previously employed by Phillips & Jordan. In the event of a large-scale disaster, he can be called upon to assist our disaster response operations team as needed.

Rex Wilson

Area/Sector/Zone Manager

Disaster Experience

Mr. Wilson has been employed by Phillips & Jordan since 2006 and offers 11 years of disaster response and debris management experience. He has worked in a variety of positions during disaster debris management missions for hurricanes; winter storms in Oklahoma, Kentucky, and New York; tornadoes in Alabama, Missouri, and Kentucky, a flood event in North Dakota, and beach restoration following the British Petroleum Deepwater Horizon oil spill. His responsibilities in the role of Area Manager have included coordination of mission operations within assigned areas, assistance with development of task-specific operational and geographic area management plans, preparation of task progress reports, supervision of crew foremen, and implementation of assigned quality control requirements.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2017	Hurricane Harvey (TX)	Field Manager
2016	Harris County Flood (TX)	Project Manager
2015	Butte Wildfire (CA)	Project Manager
2013	Multiple County Flood (CO)	Area Manager
2012	Hurricane Sandy (NY)	Area Manager
2012	West Liberty Tornado (KY)	Area Manager
2011	Hurricane Irene (VA)	Area Manager
2011	Spring Tornado Outbreak (AL)	Area Manager
2011	City of Joplin Tornado (MO)	Area Manager
2010	Deepwater Horizon Oil Spill (MS & FL)	Area Manager
2008	Hurricane Gustav (LA)	Area Manager
2008	Hurricane Ike (LA)	Area Manager
2007	Cherokee County Ice Storm (OK)	Project Manager
2006	City of Buffalo Ice Storm (NY)	Area Manager
2004	Hurricane Ivan (AL)	Zone Manager

Education

- High School Graduate

Training and Certifications

- Electrical Hazard Awareness Training
- Hazard Communication

Rex Wilson

Area/Sector/Zone Manager

- Viper Fire Safety Training
- Chainsaw/Tree Felling
- Logging Training
- Instructor Occupational Safety and Health Administration 30-Hour Training
- 40-Hour Hazardous Waste Operations Training
- U.S. Army Corps of Engineers Construction Quality Management Training
- First Aid and CPR

Roger Hatfield

Area/Sector/Zone Manager

Overall Experience

Mr. Hatfield has been employed by Phillips & Jordan since 2016 and offers two years of disaster response and debris management experience. Mr. Hatfield supported Phillips & Jordan's disaster response efforts following Hurricane Irma in Pinellas County, Florida for the Cities of Pinellas Park and Kenneth City and the Town of Belleair as an Area Manager. Mr. Hatfield also serves as a Construction Foreman for the Water Resources Division overseeing project quality control, safety, regulation compliance, personnel management, and project controls. Mr. Hatfield has a strong background in supervision, construction, and mining and also held an Emergency Medical Technician (EMT) certification for 25 years.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2017	Hurricane Irma (FL) Town of Belleair	Area Manager
2017	Hurricane Irma (FL) City of Kenneth City	Area Manager
2017	Hurricane Irma (FL) City of Pinellas Park,	Area Manager
2009	Severe Winter Storm and Snowstorm (WV) Mingo County	Area Manager

Education

- High School Graduate

Training and Certifications

- Occupational Safety & Health Administration (OSHA): OSHA 10-Hour Training and Globally Harmonized System (GHS) Hazard Communication (HAZCOM) Training
- U.S. Department of Labor Mine Safety and Health Administration (MSHA): Instructor and Entry Training
- Surface Mine Foreman S-4145-06
- Surface Coal Miners L1863
- EMT Mining M-020686
- Phillips & Jordan Training: Cutting Tool Training, Electrical Hazard Training, Spotter Training, Supervisor Training
- Standard First Aid and CPR Training

Kurt Keith

Area/Sector/Zone Manager

Overall Experience

Mr. Keith has been employed by Phillips & Jordan since 2015 and offers one year of disaster response and debris management experience. Mr. Keith supported Phillips & Jordan's disaster response efforts following Hurricane Irma in Pinellas County, Florida for the Cities of Pinellas Park and Kenneth City and the Town of Belleair as an Area Manager. Mr. Keith also serves as an Area Manager for Phillips & Jordan's Power Generation Division which provides land clearing, earthwork, substation construction, access road construction, underground utilities, and other site work for power line installations. In this role he is responsible for project controls, safety, quality control, cost control, schedule management, and overall project and personnel management.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2017	Hurricane Irma (FL) Town of Belleair	Area Manager
2017	Hurricane Irma (FL) City of Kenneth City	Area Manager
2017	Hurricane Irma (FL) City of Pinellas Park	Area Manager

Education

- University of South Florida, Coursework Completed in Secondary Science Education, 1982-1983
- Polk Community Collage Associate of Arts in Secondary Science Education, 1982

Training and Certifications

- State of Florida Certified General Contractor
- American Traffic Safety Services Association (ATSSA): Advanced Maintenance and Traffic Certification (MOT)
- Florida Department of Environmental Protection (DEP): National Pollutant Discharge Elimination System Certification
- Georgia Soil and Water Conservation Commission (GASWCC): Georgia Soil and Water Conservation Training
- Design Build Institute of America (DBIA): Certified Professional
- Occupational Safety & Health Administration (OSHA): 30-Hour Training
- Electrical Hazards Awareness Program (EHAP) Certification
- Standard First Aid and CPR Training

Dale Joiner

Field Quality Control Manager

Overall Experience

Mr. Joiner has been employed by Phillips & Jordan since 1987 and offers 15 years of disaster response and debris management experience. He has worked in Phillips & Jordan's heavy construction and land clearing groups and offers extensive experience in right-of-way clearing and maintenance projects. Mr. Joiner served as a Quality Control Manager (QCM) or Project Manager with QCM responsibilities for several disaster debris management missions including responses to numerous major hurricanes. His responsibilities in the role of QCM have included implementation of quality control requirements related to debris removal and disposal operations, structural demolition, subcontractor management, review of load tickets, management of quality control monitors, and operation of debris management sites. He also oversaw the installation of temporary housing (Hurricane Charley) and ensured that all aspects of construction complied with local, county, state, and federal codes.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2005	Hurricane Katrina (LA, MS, &AL)	Sector Manager/Quality Control Manager
2005	Hurricane Wilma (FL)	Quality Control Manager
2004	Hurricane Frances (FL)	Quality Control Manager
2004	Hurricane Jeanne (FL)	Quality Control Manager
2004	Hurricane Charley (FL)	Quality Control Manager
2004	Hurricane Ivan (AL)	Quality Control Manager

Education

- Course Work, Engineering and Accounting, Polk Community College

Training and Certifications

- Federal Emergency Management Agency Incident Command System (ICS)100: Introduction to ICS
- Associated General Contractors of America:
  - Supervisory Training Program
  - Construction Law
  - Productivity Improvement
  - Planning & Scheduling
- General Contractor (Florida)
- U.S. Army Corps of Engineers, Construction Quality Management Training
- First Aid and CPR Training

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IS-00100
Introduction to the Incident Command System,
(ICS 100)

Issued this 2nd Day of June, 2007

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

John West
Field Quality Control Manager

Overall Experience

Mr. West has been employed by Phillips & Jordan since 2003 and offers 5 years of disaster response and debris management experience. He currently manages a Phillips & Jordan operating division responsible for clearing of pipeline right-of-ways. Prior to assuming his role as a division manager, Mr. West served as a Project Manager/Quality Control Manager (QCM) for several disaster debris management missions including those related to hurricanes, landslides, and wind events. His responsibilities in the role of QCM have included implementation of quality control requirements related to debris removal and disposal operations in multiple work zones, management of quality control monitors, and assistance with development of task-specific quality control plans.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2008	Hurricane Gustav (LA)	Project Coordinator/QCM
2005	Hurricane Rita (LA)	Project Manager/QCM
2004	Straight Line Winds (MO)	Project Manager/QCM
2003	Hurricane Isabel (NC)	Project Manager/QCM

Education

- Bachelor's Degree, Construction Management, University of Tennessee
- Associate Certificate, Project Management, ESI International/George Washington University

Training and Certifications

- West Virginia Division of Highways Portland Cement Concrete Technician
- West Virginia Division of Highways Compaction Technician
- Virginia Department of Transportation Hydraulic Cement Concrete Technician
- Radiation Safety Officer Training, Troxler Electronic Laboratories
- Radiological Safety & Gauge Operation – Certificate #060269, Troxler Electronic Laboratories
- Radiation Safety Training for Nuclear Density Gauges, Contractors Association of West Virginia
- Construction Safety Leader, West Virginia University
- Associate's Certificate in Project Management, ESI International/George Washington University
- Occupational Safety & Health Administration (OSHA) Subpart P – Excavation, Competent Trench Person
- OSHA 10-Hour Training

John West
Field Quality Control Manager

- U.S. Army Corps of Engineers Construction Quality Management Training
- First Aid and CPR Training

Ryan Manning
Field Quality Control Manager

Overall Experience

Mr. Manning has been employed by Phillips & Jordan since 2006 and offers 4 years of disaster response and debris management experience. He has supported several disaster debris management missions in a quality control role with responsibilities that included preparing daily reports; assisting in the completion of submittals; coordinating facility startup activities; supervising various subcontractor personnel; tracking debris quantities and quality of work; and maintaining daily communication with various federal, state, and local representatives. His responsibilities in the role of Quality Control Field Supervisor have included tracking of approved and pending change orders, tracking of field material quantities and billing information, coordination of material delivery, maintenance of project logs and updating project schedules, quality control site inspections, coordination of facility startup activities, monitoring of conformance to project plans and standards, and supporting project managers to ensure strict adherence to project specifications and quality control plans.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2011	Spring Tornado Outbreak (AL)	Assistant QC Manager
2007	Cherokee County Ice Storm (OK)	QC Field Supervisor
2005	Hurricane Katrina (LA, MS, & AL)	QC Field Supervisor

Education

- Bachelor's Degree, Finance and Marketing, Florida State University
- Associate's Certificate, Project Management, ESI International/George Washington University

Training and Certifications

- Federal Contracting Basics and Operating Practices in Contract Administration, ESI International/George Washington University
- Disaster Recovery Contractor Training
- U.S. Army Corps of Engineers Construction Quality Management Training
- First Aid and CPR Training

Dustin Haunhorst

Site Safety and Health Officer

Overall Experience

Mr. Haunhorst has been employed by Phillips & Jordan since 2004 and offers 13 years of disaster response and debris management experience. Serving as a Lead Safety Manager, Mr. Haunhorst has performed site safety inspections and monitored site operations to ensure compliance with employee safety requirements and environmental regulations for various projects located throughout the Southeast and Mid-Atlantic regions of the United States. Mr. Haunhorst served as the Lead Safety Manager for a large tree removal project in California and was responsible for the daily monitoring of operations including subcontractor safety meetings, incident and injury/illness reporting, and monitoring of damage claims. Mr. Haunhorst also served as the Lead Safety Manager for disaster debris management missions implemented in response to several hurricanes. His responsibilities for these missions included daily safety monitoring of operations and personnel; interface with the U.S. Army Corps of Engineers, Occupational Safety and Health Administration (OSHA), and Federal Emergency Management Agency inspectors; and new employee safety orientation and job specific training.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2017	Hurricane Irma (FL)	Lead Safety Manager
2016	Harris County Flood (TX)	Lead Safety Manager
2015	Butte Wildfire (CA)	Lead Safety Manager
2012	Hurricane Sandy (NY)	Lead Safety Manager
2012	West Liberty Tornado (KY)	Lead Safety Manager
2011	Hurricane Irene (VA)	Lead Safety Manager
2011	Spring Tornado Outbreak (AL)	Lead Safety Manager
2011	City of Minot Flood (ND)	Lead Safety Manager
2011	City of Joplin Tornado (MO)	Lead Safety Manager
2008	Hurricane Ike (LA)	Lead Safety Manager
2007	Cherokee County Ice Storm (OK)	Lead Safety Manager
2006	City of Buffalo Ice Storm (NY)	Lead Safety Manager
2005	Hurricane Katrina (LA, MS, & AL)	Lead Safety Manager
2005	Hurricane Wilma (FL)	Lead Safety Manager
2005	Hurricane Dennis (FL)	Lead Safety Manager
2004	Hurricane Ivan (AL)	Lead Safety Manager

Dustin Haunhorst
Site Safety and Health Officer

Education

- Bachelor's Degree, Environmental and Hazardous Materials Management, University of Findlay

Training and Certifications

- Permit-Required Confined Space Entry
- 16-Hour Mine Safety and Health Administration Training
- General Employee Training for Department of Energy Sites
- Confined Space Monitor/Instrumentation Training
- Traffic Control Supervisor
- OSHA Supervisor Hazardous Waste/Response Certification
- OSHA 40-Hour Hazardous Waste/Response Certification [29 CFR 1910.120(e) & (g)]
- OSHA 30-Hour
- OSHA 8-Hour Supervisory Training [29 CFR 1910.120(e)(3)]
- OSHA 8-Hour Annual Refresher Courses in Hazardous Waste Operations
- First Aid and CPR Training

Gene Taylor
Field Safety Manager

Overall Experience

Mr. Taylor has been employed by Phillips & Jordan since 2007 and offers 9 years of disaster response and debris management experience. He was hired as a Field Safety Manager responsible for oversight of construction, highway, landfill, and pipeline projects. From January 2004 to January 2007, Mr. Taylor served as Chief of Safety, New Orleans District, U.S. Army Corps of Engineers. During the Hurricane Gustav and Ivan recovery efforts, Mr. Taylor served as a Site Safety and Health Officer working out of the U.S. Army Corps of Engineers Recovery Field Office, Mobile, Alabama. When Hurricane Katrina impacted Louisiana, he was appointed as Chief of Safety, U.S. Army Corps of Engineers Recovery Field Office, Baton Rouge, Louisiana, which later also included recovery efforts for Hurricane Rita. He served in that capacity for 11 months before returning to his duties at the New Orleans District Office. Prior to working for the U.S. Army Corps of Engineers, Mr. Taylor worked for the U.S. Navy for 16 years in a number of safety positions which included Safety Manager (Public Works Center) and Safety Specialist (Chief of Naval Education and Training).

During his employment with Phillips & Jordan, Mr. Taylor has served as the Incident Command Center Safety Officer for recovery efforts related to the British Petroleum Deepwater Horizon oil spill, and served as Safety Manager for the tornado recovery efforts in Alabama where he supervised 56 field safety personnel (including 10 Area Safety Managers). Mr. Taylor was appointed as Senior Safety Manager for Phillips & Jordan in August 2011 and is responsible for all aspects of field safety associated with company operations.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2013	US 441 Rockslide (NC)	Site Safety Manager
2011	Spring Tornado Outbreak (AL)	Safety Manager
2010	Deepwater Horizon Oil Spill (MS & FL)	Safety Manager
2008	Hurricane Gustav (LA)	Safety Manager
2008	Hurricane Ike (LA)	Safety Manager
2005	Hurricane Katrina (LA)	Chief of Safety, RFO USACE
2005	Hurricane Rita (LA)	Chief of Safety, RFO USACE
2004	Hurricane Ivan (AL)	Field Safety Officer, USACE

Gene Taylor
Field Safety Manager

Education

- Master's Degree, Occupational Safety and Health Management, Columbia Southern University
- Bachelor's Degree, Occupational Safety and Health Management, Columbia Southern University

Training and Certifications

- Certificate in Safety Management - American Society of Safety Engineers
- Certified Safety and Health Manager - Institute for Safety and Health Management (Certificate #1695)
- Certified EM-385-1-1 Safety and Health Manager - International Association of Safety, Health, and Environmental Professionals
- Certified Safety, Health, and Environmental Administrator - International Association of Safety, Health, and Environmental Professionals
- Certified Safety, Health, and Environmental Professional - International Association of Safety, Health, and Environmental Professionals
- Certified Safety, Health, and Environmental Manager Trainer - International Association of Safety, Health, and Environmental Professionals
- Certified Excavation and Trenching Specialist - International Association of Safety, Health, and Environmental Professionals
- Occupational Safety and Health Administration Authorized Construction Trainer - Southeastern OTI Education Center
- Advisory Board - International Association of Safety, Health, and Environmental Professionals
- Member - National Safety Management Society; Institute for Safety and Health Management
- Member - International Associate of Safety, Health, and Environmental Professionals

J. W. Culbreth
Field Safety Manager

Overall Experience

Mr. Culbreth has been employed by Phillips & Jordan since 2003 and offers 8 years of disaster response and debris management experience. He serves as a Safety and Quality Assurance Manager for Phillips & Jordan with responsibilities that include identifying and evaluating operational hazards, developing administrative and engineering controls to eliminate or minimize risks posed by project hazards, developing accident prevention plans and activity hazard analyses, on-site safety inspections and enforcement, maintaining applicable safety reference material at job sites, and ensuring subcontractor compliance with safety and health requirements. Mr. Culbreth has served in various safety management roles for disaster debris management missions with responsibilities that have included coordination of field safety programs; assistance with development of task-specific and/or site-specific health and safety plans and activity hazard analyses; and performance of training, inspections, and accident/incident investigations.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2016	Hurricane Matthew (SC)	Safety/QA Manager
2011	Spring Tornado Outbreak (AL)	Area Manager
2011	City of Minot Flood (ND)	Site Safety and Health Officer
2007	Cherokee County Ice Storm (OK)	Claims/Record Manager
2005	Hurricane Katrina (LA, MS, & AL)	Safety/QA Manager
2005	Hurricane Rita (LA)	Safety/QA Manager
2004	Hurricane Ivan (AL)	QA Manager

Education

- High School Graduate

Training and Certifications

- Federal Emergency Management Agency (FEMA) Incident Command System (ICS) 100: Introduction to Incident Command System
- FEMA/ICS 200: ICS for Single Resources and Initial Action Incidents
- FEMA/ICS 700: National Incident Management System, An Introduction
- FEMA/ICS 800: National Response Framework, An Introduction
- Board of Certified Safety Professionals Construction Health and Safety Technician # CHST-8414
- Disaster Recovery Contractor Training
- North Carolina Emergency Medical Technician - Basic, Tri-County Community College

J. W. Culbreth
Field Safety Manager

- Instructor Occupational Safety and Health Administration (OSHA) Mine and Safety Trained
- OSHA 30-Hour Construction Certified
- U.S. Army Corps of Engineers Construction Quality Management Training
- First Aid and CPR Certified Instructor

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IS-00800.A
National Response Plan (NRP), an Introduction

Issued this 16th Day of May, 2007

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

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IS-00700
National Incident Management System
(NIMS) an Introduction

Issued this 16th Day of May, 2007

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

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IS-00200
ICS for Single Resources and Initial Action Incidents

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Superintendent
Emergency Management Institute

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IS-00100
Introduction to the Incident Command System,
(ICS 100)

Issued this 16th Day of May, 2007

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

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Wade Cutshaw

Field Safety Manager

Overall Experience

Mr. Cutshaw has been employed by Phillips & Jordan since 2003 and offers 4 years of disaster response and debris management experience. He currently serves as a Site Safety Officer for Phillips & Jordan and is responsible for the implementation and management of site safety program requirements including performance of daily safety meetings and preparation of safety documentation. In addition to fulfilling the role of Site Safety Officer during disaster debris management missions, Mr. Cutshaw has served as a Supervisor, Foreman, and/or Heavy Equipment Operator for heavy civil, land clearing, and dam rehabilitation projects on an as needed basis. His responsibilities in the role of Field Safety Manager have included coordination of field safety programs; assistance with development of task-specific and/or site-specific health and safety plans and activity hazard analyses; and performance of training, inspections, and accident/incident investigations.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2017	Hurricane Irma (FL) Hillsborough County	Safety Manager
2017	Hurricane Irma (FL) Pinellas Park	Safety Manager
2017	Hurricane Harvey (TX)	Safety Manager
2011	Spring Tornado Outbreak (AL)	EH&S Manager
2010	Deepwater Horizon Oil Spill (MS & FL)	EH&S Manager

Education

- High School Graduate

Training and Certifications

- First Air/ CPR/ Bloodborne Pathogen Certified
- Occupational Safety and Health Administration 510 & 30 Hour Construction
- Excavation Competent Person
- Logging Training
- Mine Safety and Health Administration Part 46 New Miner
- Electrical Hazard Awareness
- Globally Harmonized System Hazard Communication
- Rigging and Crane Signal
- Chainsaw Operation

David Haney
Field Safety Manager

Overall Experience

Mr. Haney has been employed by Phillips & Jordan since 2007 and offers 3 years of disaster response and debris management experience. Serving as a Field Safety Manager for Phillips & Jordan, Mr. Haney has performed site safety inspections and monitored site operations to ensure compliance with employee safety requirements and environmental regulations for various projects located throughout the Eastern United States. Mr. Haney has provided field safety support for disaster debris management missions with responsibilities that have included coordination of field safety programs; assistance with development of task-specific and/or site-specific health and safety plans and activity hazard analyses; and performance of training, inspections, and accident/incident investigations. Mr. Haney has also provided safety support for various Phillips & Jordan projects associated with pipeline right-of-way clearing.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2011	Hurricane Irene (VA)	Field Safety Manager
2011	Raleigh Tornado (NC)	Field Safety Manager
2009	Multiple County Ice Storm (KY)	Field Safety Manager

Education

- Bachelor's Degree, Education, Western Carolina University
- Master's Degree, Education in Human Resources, Western Carolina University

Training and Certifications

- Instructor Occupational Safety & Health Administration (OSHA) Logger Training
- OSHA 10-Hour Construction Training
- OSHA 30-Hour Training
- Instructor Electrical Hazard Awareness Training
- Confined Space Entry Competent Person Training
- Competent Person Trenching and Excavation Training
- Competent Person Fall Protection Training
- National Safety Council’s Flagger Training
- State of Virginia Department of Transportation Flagging Certification
- Instructor First Aid, CPR and Blood Borne Pathogens

Steve Thompson

Corporate Environmental, Safety & Health Manager

Overall Experience

Mr. Thompson has been employed by Phillips & Jordan since 1990 and offers 21 years of disaster response and debris management experience. He is responsible for the overall management of Phillips & Jordan's health and safety program, develops and administers policies and procedures regarding employee safety, investigates project accidents and develops preventative measures, and monitors safety programs implemented by subcontractors. Mr. Thompson has served as the lead Environmental, Safety & Health Manager or Program Manager on nearly every significant natural or man-made disaster since 1994. Mr. Thompson has conducted disaster recovery preparedness training for the U.S. Army Corps of Engineers, and was an active participant in the EM 385-1-1 Safety and Health Manual revisions related to emergency recovery. He also served as a Peer Review Expert for the National Institute for Occupational Safety and Health Emergency Responders Health Monitoring and Surveillance Project.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2017	Hurricane Irma (FL)	ES&H Manager
2017	Hurricane Harvey (TX)	ES&H Manager
2016	Hurricane Matthew (SC)	ES&H Manager
2016	Harris County Flood (TX)	ES&H Manager
2015	Butte Wildfire (CA)	ES&H Manager
2014	Williamsburg/Florence Co. Ice Storm (SC)	ES&H Manager
2014	City of Burlington Ice Storm (NC)	ES&H Manager
2013	Multiple County Flood (CO)	ES&H Manager
2013	U.S. 441 Rockslide (NC)	ES&H Manager
2012	Hurricane Sandy (NY)	ES&H Manager
2011	Hurricane Irene (VA)	Program Manager
2011	Spring Tornado Outbreak (AL)	ES&H Manager
2011	City of Joplin Tornado (MO)	ES&H Manager
2010	Deepwater Horizon Oil Spill (MS & FL)	ES&H Manager
2008	Hurricane Gustav (LA)	Program Manager
2008	Hurricane Ike (LA)	Program Manager
2005	Hurricane Katrina (LA, MS, & AL)	ES&H Manager
2004	Hurricane Frances (FL)	ES&H Manager
2004	Hurricane Jeanne (FL)	ES&H Manager
2004	Hurricane Charley (FL)	ES&H Manager

Steve Thompson

Corporate Environmental, Safety & Health Manager

Event Year	Project	Position
2004	Hurricane Ivan (AL)	ES&H Manager
2001	9/11 Forensic Recovery (NY)	Project Safety Manager

Education

- Bachelor's Degree, History, University of Tennessee

Training and Certifications

- Certified Work Zone Traffic Control Supervisor
- Excavation Competent Person Training - Trainer/Instructor
- Permit Required Confined Space Training - Trainer/Instructor
- Fall Protection Training - Trainer/Instructor
- Line Clearance, Tree Trimming, Electrical Hazard Awareness Program Training - Trainer/Instructor
- Hazard Communication "Right to Know" Instructor
- Lockout/Tagout Training/Instructor
- Occupational Safety and Health Administration (OSHA) 40-hour Hazardous Waste Operations and Emergency Response
- OSHA 1926 10-hour Construction Safety Training
- First Aid/CPR/Blood Borne Pathogens
- Site Sense Behavioral Safety
- Department of Energy Safety Health and Radiological Protection

Mike Teem

Disaster Quality Control Manager

Overall Experience

Mr. Teem has been employed by Phillips & Jordan since 1997 and offers 18 years of disaster response and debris management experience. Mr. Teem served as the Quality Control Manager for all task orders issued by the U.S. Army Corps of Engineers (USACE) for the State of Alabama 2011 tornado outbreak disaster debris management mission, and within Sector 1 - New Orleans following Hurricane Katrina. Mr. Teem also supported the Southern California Edison Bark Beetle Tree Removal Project and disaster debris management missions related to tornadoes, hurricanes, and ice storms that occurred in the Southeastern United States.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2011	Spring Tornado Outbreak (AL)	Quality Control Manager
2011	City of Joplin Tornado (MO)	Quality Control Manager
2005	Hurricane Katrina (LA, MS, & AL)	Quality Control Manager
2003	Hurricane Isabel (NC)	Quality Control Manager
2002	Hurricane Lili (LA)	Quality Control Manager
1999	Hurricane Floyd (NC)	Quality Control Manager
1998	Hurricane Bonnie (NC)	Quality Control Manager

Education

- High School Graduate

Training and Certifications

- USACE Construction Quality Management for Contractors
- Asbestos Awareness
- Survey and Computation
- Respirator Fitness
- Fire Rescue
- Occupational Safety and Health Administration (OSHA) 40-hour Hazardous Waste Operations and Emergency Response
- OSHA 30-hour General Industry Safety Training
- First Aid and CPR Training

Clint Stephens

Lead Contract Administrator

Overall Experience

Mr. Stephens has been employed by Phillips & Jordan since 2005 and offers 12 years of disaster response and debris management experience. He is responsible for the financial aspects of contract administration. Relative to disaster debris management missions, Mr. Stephens manages all administrative aspects including contract compliance, data processing, reporting, audit response, billing, and subcontractor payments. Mr. Stephens has supported disaster debris management missions related to hurricanes, tornadoes, and a coal fly ash release.

Notable Disaster Debris Management Missions

Event Year	Project	Position
2016	Harris County Flood (TX)	Contract Specialist
2015	Butte Wildfire (CA)	Contract Specialist/Project Manager
2014	Williamsburg/Florence Co. Ice Storm (SC)	Contract Specialist
2013	Multiple County Flood (CO)	Contract Specialist
2012	Hurricane Sandy (NY)	Contract Administrator
2011	Hurricane Irene (VA)	Contract Specialist
2011	Spring Tornado Outbreak (AL)	Contract Specialist
2010	Deepwater Horizon Oil Spill (MS & FL)	Contract Specialist
2009	Coal Fly Ashe Release (TN)	Contract Specialist
2008	Hurricane Gustav (LA)	Contract Administrator
2008	Hurricane Ike (LA)	Contract Administrator
2007	Cherokee County Ice Storm (OK)	Contract Administrator

Education

- Bachelor's Degree, Accounting, University of Tennessee
- Master's Degree, Corporate Income Taxation, University of Tennessee

Training and Certifications

- Federal Emergency Management Agency 325: Public Assistance Debris Management Guide
- Disaster Administration
- Dispute Resolution
- U.S. Army Corps of Engineers Safety Training

Appendix II: Sample Accident Prevention Plan and Health and Safety Plan

Sample Accident Prevention Plan and Health and Safety Plan for Debris Management Activities

Prepared for
Phillips & Jordan, Inc.
by
Eugene Taylor, MS, CSHM
Director, EH&S Compliance

Version 1.0

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PLAN APPLICABILITY

This plan is applicable to all response activities related to debris management work performed by Phillips & Jordan and all subcontractors. Elements of the plan are intended to be a starting point for the identification, evaluation, and mitigation of hazards unique to each project response. Where these elements cannot be implemented, alternate controls and Best Management Practices have been identified in this plan. We believe these guidelines are helpful in the development and implementation of an effective Accident Prevention Plan (AAP) and Health and Safety Plan (HASP).

This plan is considered a living document. As such, Phillips & Jordan reserves the right to amend this plan at any time, especially after a thorough risk assessment is performed relative to unique considerations of the work to be performed.

SECTION 1

ACCIDENT PREVENTION PLAN
FOR
DEBRIS MANAGEMENT

VERSION 1.0

This Accident Prevention Plan has been written for the use of employees and subcontractors on this project. The information contained in this document is furnished pursuant to certain requirements of the Contract Specifications and may be reviewed for the sole purpose of evaluating its acceptability for use on the referenced Contract. The requirements of this plan are in addition to the requirements of the Phillips & Jordan *Safety and Accident Prevention Program Manual (June 2012).* All information contained herein and its use, disclosure or duplication by any means is prohibited without the express written permission of the author.

_____
Eugene Taylor, MS, CSHM
Director, EH&S Compliance
Preparer

_____
Site Safety & Health Officer

_____
Project Manager

EMERGENCY PHONE NUMBERS

Contact Information	Email	Direct/Cellular
Eugene Taylor, MS, CSHM Director, EH&S Compliance	etaylor@pandj.com	865.310.8767

1. STATEMENT OF SAFETY AND HEALTH POLICY

This Accident Prevention Plan (APP) defines general applicability and responsibilities with respect to compliance with health and safety programs associated with the recovery work as a result of natural and man-made disasters. Safety awareness combined with safe working conditions and safe work habits can in fact achieve the fulfillment of our safety commitment. Superintendents and foremen will enforce these safety rules; instruct personnel in performing duties in a safe manner; put personnel to work in places only when sure that no dangerous conditions exists, instruct new personnel in regard to these safety rules and conduct weekly safety/tool box talks.

2. SCOPE AND APPLICABILITY OF THE PLAN

This plan covers environmental, safety and health issues related to debris management activities. This plan will cover the debris management associated with natural and man-made disasters and associated clean-up activities. All personnel on site, contractors, and subcontractors, involved in this project shall be informed of the site emergency response procedures and any fire, explosion, safety or health hazards on the project.

During the development of this plan, consideration was given to current safety standards as defined by the Occupational Safety and Health Administration (OSHA), and the National Institute for Occupational Safety and Health (NIOSH) and the Phillips & Jordan *Safety and Accident Prevention Program Manual (June 2012)* (provided as an attachment to this plan)

3. SITE DESCRIPTION

The project site will be anywhere within the boundaries of the City of Coral Gables (City), as directed, within their areas of responsibility and management to include roadways, right of ways (ROW), and certain waterways.

4. ADMINISTRATION AND ORGANIZATION

The purpose of this document is to provide an outline of the safety policies, procedures, and corporate guidelines promulgated by Phillips & Jordan and intended to further amplify and augment the requirements set forth in the federal, state, local, project requirements under which the contractor is to prosecute the work.

The APP will be updated by the Project Safety Manager Designee utilizing appropriate resources. The APP will be available for employee reference at various locations on the job site and in the specific area. The APP will be available to all subcontractors upon request.

Specific hazards are highlighted which are associated with individual elements of the types of processes performed during, or are relevant to, construction. This APP endeavors to encompass all facets of the work without simply restating federal regulations. The APP also endeavors to identify the scope of the Project's operations and to correlate the hazards identified in the plan with specific operations.

4.1 DUTIES AND RESPONSIBILITIES

Phillips & Jordan, hereinafter referred to as "the Prime Contractor", is responsible for the work and oversees all operations on the Contract. Subcontractors are specifically directed to perform all their operations in accordance with all applicable Federal, State, Local, and project requirements. In the event the Prime Contractor discovers operations which are not in conformance with applicable regulations, the Prime Contractor will inform the subcontractor verbally and/or via written notification that they must perform the work in accordance with the regulations. If a subcontractor continues to perform the work in violation, additional measures will be taken which may include removal from the project.

As noted above, the APP will be located at the Prime Contractor emergency operations field office and any area offices for anyone to review for guidance. However, it is the responsibility of the subcontractor to ensure that the workers under their employ are aware of the hazards on the site. The Prime Contractor shall require all on-site Prime Contractor personnel, regardless of position, and each subcontractor to attend a pre-mobilization meeting for the purpose of site-orientation, schedule coordination, and activity hazard analysis to ensure full understanding of this plan and Phillips & Jordan safety requirements. The Prime Contractor shall require, and assist in the development of, an activity hazard analysis specific to the task(s) to be performed by each subcontractor. The activity hazard analysis shall be reviewed and approved by the Project Safety Manager Designee prior to the commencement of each subcontractor's work. Subcontractor's shall be responsible for orienting their employees to the site configuration, reviewing general safety requirements as outlined in the APP and reviewing task specific safety requirements as outlined in their activity hazard analysis. Each subcontractor shall be responsible for providing employees with the appropriate training and personal protection equipment (PPE) necessary to perform their intended task(s). Subcontractors, including all supervisory personnel, ground personnel, truck drivers and any other crafts, are required to attend the "tool-box" talks and encouraged to provide insight on aspects of a particular operation. The Prime Contractor believes that the experienced worker can provide the most relevant instruction on the dangers associated with an individual task. The Project Safety Manager Designee shall be responsible for ensuring subcontractor compliance with all state, local, and federal regulations. The Prime Contractor shall host a mandatory monthly subcontractor site coordination meeting to review compliance of ongoing as well as upcoming subcontractor activities. Key sub-contractor personnel, as identified by the Project Manager and/or the Project Safety Manager Designee, must attend.

For protection of both the Prime Contractor and the project, the Prime Contractor discourages visitors from entering the work site. Since the site is an ever-changing assemblage of workers, materials and equipment, the presence of anyone not intimately involved with the daily operations of the site shall not be allowed in the area for their own protection unless authorized and escorted by a project representative.

4.2 PROJECT PERSONNEL

Safety is the responsibility of everyone involved with the project at all levels. However, certain key individuals have recognized specific roles. Upon award of contract, resumes and qualifications of designated safety personnel will be submitted separately. The following is a list of personnel assigned to this project:

Title	Name
Project Manager	
ES&H Representative	
Site Safety & Health Officer (Project Safety Manager Designee)	

All subcontractors are subject to the safety requirements of this project.

5.0 HAZARD ASSESSMENTS

Safety inspections will be a routine and integral part of this plan and will be carried out at several different levels. The designated Project Safety Manager Designee will ensure that

regular inspections are conducted.

Activity Hazard Analysis

The Prime Contractor shall utilize task-specific activity hazard analysis (AHA) to identify and control the hazards associated with the work to be performed. An AHA shall be completed, approved, and reviewed with employees prior to the commencement of each specific task, including subcontractor operations. All employees' shall be trained in basic hazard identification techniques and empowered to notify supervision of the existence of any hazards in the workplace. The Prime Contractor, and subcontractors employed by the Prime Contractor, shall employ administrative, engineering, and personal protective measures to eliminate and/or control workplace hazards. Supervisors shall be responsible for the continuous monitoring of work operations and individual employee activities. Supervisors shall be empowered to ensure safety compliance and to implement corrective actions and/or disciplinary measures. Completed AHA's for anticipated tasks are located in Sections 2 and 3 of this plan.

Hazards associated with these tasks are addressed under various subheadings. These hazards must be considered when planning the work and should be made known to all site personnel. Proper education on safe practices and procedures will minimize the injury and/or property damage potential of the listed hazards. It is important that supervisors review these hazards with their crews and safeguard workers, visitors, and subcontractors from them.

Pre-construction Safety Checklist

- Review plans and specifications, type of work
- Applicable safety standards - OSHA, state, local
- Review special safety requirements for each activity – Activity Hazard Analysis (AHA)
- Review traffic control requirements
- Review and accept Subcontract Safety and Health Program

Insurance Review

- Subcontractor's scope of work, certificate of insurance, limits
- Pre-job planning and safety meeting considerations

Exposure to Public: Present and Future

- Proximity of operations to children and general public; schools, playgrounds, parks, churches, residential areas, hospitals, commercial or business areas, etc.
- Maintenance of protection during non-working hours and in adverse weather
- Consider "attractive nuisances" caused by excavations, water holes, pipes, ladders, scaffolds, heavy equipment, etc.

Adjacent Property

- Proximity, type and values of adjacent property exposures, potential for business interruption
- Trespassing - employees, material, supplies, equipment operations, spoil disposal, parkways, fences, sidewalks driveway, etc.
- Safe procedures for installing and removing temporary support systems
- Effects of weather on various phases of project (Snow, ice, rain, wind, floods etc.)

- Employees shall be reminded through toolbox talks of the importance of good housekeeping procedures when working so closely to adjacent properties.

Housekeeping Practices

- Material storage
- Equipment - trucks, knuckle booms, equipment yards, security, parking, etc.
- Job layout - clean up procedure, traffic patterns
- Adjacent work in progress - other contract work
- Employees shall be reminded through toolbox talks of the importance of good housekeeping procedures when working so closely to adjacent properties.

5.1 EMPLOYEE INVOLVEMENT IN HAZARD IDENTIFICATION

The safety and health of Phillips & Jordan's and our subcontractors' employees are of utmost concern. It is imperative that all employees follow safe practices and procedures while at work.

Each employee shall receive an overview of the generals hazards associated with this particular project prior to working on the project in their new-hire orientation session. Task-specific hazards and recommended controls as identified in the AHA process shall be reviewed with all involved employees prior to the start of a particular operation in the forum of a toolbox safety meeting. The Prime Contractor shall encourage the active involvement of its employees in hazard identification and correction through regular participation in weekly toolbox safety meetings.

Employees will report all unsafe conditions and acts and near misses to their foreman or supervisors through verbal communication. An open line of communication will always be maintained for employees.

5.2 PERSONAL PROTECTIVE EQUIPMENT

Due to the nature of construction activities in general, PPE is often the most feasible exposure control for employees. The following is a list of general safety rules as they relate to construction activities. Many of these topics are discussed in details in further subheadings. The following is the Personnel Protection Equipment Hazard Assessment that all employees must follow:

- All personnel, visitors, and vendors shall wear hard hats at all times to include inside the cab of equipment. Hard hats shall meet specifications contained in American National Standards Institutes Safety Requirements for Industrial Head Protection
- Safety glasses with side shields or wrap around protection shall be 100% of the time while on any work site. Additional protection including goggles and face shields may be required for operations involving flying debris, chemical splashes and welding, use of chain saws, etc. The Project Safety Manager Designee shall determine the specific protection to be worn.
- High visibility safety vests and or clothing with reflective stripes shall be worn by all personnel at all times, including during safety meetings held outdoors. Class 2 or 3 retro-reflective vests consistent with the Manual on Uniform Traffic Control Devices (MUTCD) are the only vests permitted.
- Hearing protection in the form of ear muffs or foam earplugs shall be worn in all designated high noise locations. Other materials should never be inserted into your ear. Where hearing protection is required, these areas shall be posted.

- Safety boots with 6 inch leather uppers meeting the requirement of American National Standard Institute (ANSI) Z-41 (1999). Personnel using chain saws shall wear Kevlar lined boots. Tennis shoes or similar type footwear shall not be permitted. This policy applies to employees, guests, visitors, and vendors.
- Leather work gloves shall be worn when handling debris, rough and abrasive materials, concrete, and other abrasive materials that may cause injury to the hands or when the work subjects hands to lacerations, puncturing or burns. Additional hand protection may be designated by the Project Safety Manager Designee, job superintendent or foreman. Leg Protectors shall be worn while using chain saws.
- Minimum clothing requirements are long pants and a shirt with a minimum four-inch sleeve

5.3 GENERAL SAFETY RULES

General safety rules are outlined in the project AHA's and further defined by the Prime Contractor's safety program.

- All accidents or injuries, no matter how minor, must be reported to the foreman or superintendent for immediate treatment or first aid care to prevent serious infection or complication. No matter how minor in nature, a written accident report is to be completed and forwarded to the Project Safety Manager Designee within 8 hours of notification of the incident. A verbal notification shall be provided to the Project Safety Manager Designee immediately.
- Employees are cautioned about the danger of loose clothing, rings, bracelets, and jewelry around moving equipment. Loose hair and dangling jewelry must be restrained.
- Fall protection for heights greater than six feet requires proper guard rails, toe boards and proper flooring except when proper precautions such as lifelines with harnesses, barricades, etc., have otherwise been made.
- Gasoline is prohibited for cleaning of equipment or tools. Small quantities of gasoline shall be transported only in approved metal safety containers. All engines must be shut off when refueling unless provided otherwise in the original manufacturer's manual. No Smoking rules shall be observed in posted areas. Use of plastic gas cans for any purpose is prohibited.
- Traffic vests (Type 2 or 3), or other suitable garments marked with retro-reflective or high visibility material of the same rating, shall be worn by workers at all times when in work zones.
- Fire extinguishers shall have an ABC rating and shall be located in close proximity of flammable material and gases and shall be present on all transport vehicles, construction equipment and in company trucks. Daily inspection of fire extinguishers is mandatory to determine proper charge by the user. Damaged or discharged extinguishers shall be removed from service immediately and sent out for service – a replacement shall be installed immediately. Annual inspection by a competent inspector of all rechargeable units shall be performed.
- Compressed fuel gas and oxygen shall be separately secured and stored in racks twenty feet or more apart with a cover that protects them from direct sun light. All hoses and fittings shall be checked for wear and leaks. Treat all empty cylinders as if they were full and mark them "MT".
- The storage, transportation and use of flammable, combustible, or corrosive materials shall

be conducted in accordance with pertinent local, state, and federal regulations. In addition, all necessary permits for such shall be obtained.

- Seat belts shall be worn when operating equipment or in vehicles. No more than one person, the operator, shall ride in or on equipment or in vehicles unless the equipment/vehicle has seats and seat belts to accommodate the riders.
- Reverse signal alarms shall be audible over surrounding noise for a distance of 25 feet. If the reverse signal alarm becomes disabled, the equipment shall be immediately shut down until repaired.
- When equipment is left unattended, is not in use and/or is subject to sudden lowering, such as backhoes, loaders, etc., all implements shall be grounded, the brake engaged and the equipment shift mechanism shall be placed in the “park” or “neutral” position and the equipment shall be secured. Keys shall not be left in equipment that is unattended. Maintenance work on such equipment shall not begin until all movable components are secured and energy sources are locked out.
- Company vehicles and/or equipment shall not be operated by unauthorized personnel.
- Company vehicles cannot be left in idle mode or with the keys in the ignition if the driver will be farther than 5’ from the vehicle.
- Passengers are not allowed to ride in the bed of pickups.
- Personal vehicles are allowed only in designated areas.
- Hand tools shall only be used for their intended purpose. All damaged tools or worn parts shall be reported to the foreman for replacement or repair. All required guards shall be affixed to hand tools during operation.
- Inoperative tools, vehicles, and safety devices shall be tagged as faulty to prevent further use and removed from service.
- Unshored trenches or excavations greater than four feet in depth shall not be entered unless a ladder is available every 25 feet for means of egress and exit. All trenches over 5 feet shall either be shored or sloped (benching is not permitted) or a trench box shall be used. All trenches shall be inspected daily by a competent person. Evidence of competency must be available.
- No employee shall remove a cover, guardrail, or barricade from any opening without an alternative plan for protection of all persons.
- Employees are not permitted to use or possess any intoxicants or drugs on this project or any property or equipment/vehicles associated with this project or to be under the influence of any intoxicants or drugs.
- Tools, equipment, machinery, and work areas shall be maintained in a clean and safe manner. Defects and unsafe conditions should be reported to your foreman.
- Nails shall be removed or bent over on disassembled lumber immediately.
- Horseplay, including reckless driving of vehicles or equipment, will not be tolerated.
- Proper lifting procedures (back as straight as possible and with knees bent) should be practiced. If the load is too heavy to lift safely, get help.
- Electric power operated tools shall be equipped with three-wire cord having the ground wire permanently connected to the tool frame and means for the grounding the other end or be of

the double insulated type and permanently labeled as "Double Insulated".

- Any employee observing an unsafe practice or condition shall immediately report the unsafe practice or condition to his immediate foreman and superintendent.
- All protruding rebar or similar shall be protected to prevent employees from impalement.
- Posted safety rules and safety signs shall not be removed except under management's authorization. Only authorized personnel shall install or remove posted signage.

5.4 RESPIRATORY PROTECTION

Respiratory protection is not anticipated as necessary for use as defined by the Scope of Work. If the Certified Industrial Hygienist (CIH) determines that respiratory protection is needed for any particular aspect of work, use of respirators shall be in accordance with Section 6.0.K of the Phillips & Jordan *Safety and Accident Prevention Program Manual (June 2012)* and specific requirements specified by the CIH.

5.5 NOISE CONTROL & HEARING PROTECTION

The Prime Contractor acknowledges the hazards associated with construction related noise to its employees and subcontractor employees. The Prime Contractor is committed to safeguarding workers from high noise levels as well as mitigating the nuisance factor to abutters.

The Prime Contractor and all subcontractors will provide noise protection for employees whenever the noise level exceeds 90 dB for an eight-hour average. Noise levels will typically be determined by measuring the noise on the A-scale of a standard sound level meter at slow response. If the instrument is not capable of logging data for a time weighted, use formula as listed in 29 Code of Federal Regulations (CFR) 1926.52(d)(2).

If employee noise exposure exceeds 90 dBA, the Prime Contractor and all subcontractors will implement engineering, administrative and/or personal protective equipment control as is appropriate. When feasible, engineering controls will be the first choice for noise reduction. Some of the options include:

- Distance equipment/source from employees
- Provide/ensure mufflers on equipment are working properly.
- Place sound barriers/curtains/blankets around equipment/source

Engineering and administrative controls may be used to limit employee exposure via equipment design, job rotation and/or limiting employee exposure to excessive noises.

Hearing protective devices include ear muffs (banded and helmet mounted) and inserts (disposable and corded). Employees exposed to noises louder than 90 dB are required to wear one of these two devices. Combining both earmuffs and inserts will typically add 3-8 dB of protection to the rating of the higher device (consult manufacturer for exact Noise Reduction Rating [NRR]). Activities that require hearing protection are (but not limited to):

- Power saws (circular, concrete, air)
- Powder activated equipment
- Open cab construction equipment

5.6 FIRE PROTECTION/FIRE PREVENTION

Class A - Ordinary combustible materials, wood, paper, rubbish

Class B - Flammable liquids, greases, oils, paints gasoline

Class C - Electrical equipment (energized)

To use, direct at the base of the fire and sweep slowly until all the fire is contained and then put out. Continue to use and coat all areas so as to prevent the fire from starting up again.

On this project all fire extinguishers shall be of Dry Chemical Type rated ABC and sized per application.

- All construction equipment and transport vehicles shall have an ABC fire extinguisher on board.
- Smoking shall be prohibited at or in the vicinity of operations which constitutes a fire hazard and shall be conspicuously posted.
- Additional fire extinguishers shall be added in areas where welding, cutting or burning is taking place for the purpose of a fire watch. All fire extinguishers shall be conspicuously posted with proper signage.
- Users shall inspect extinguishers in their area prior to commencing work.
- Extinguishers on site shall be inspected by a competent person on a monthly basis and inspections shall be documented.
- Extinguishers on site shall be inspected, serviced and certified at least annually by a competent third party.
- Damaged or discharged extinguishers shall be tagged and removed from service immediately. A replacement shall be installed and a rotation of service will be conducted on a monthly basis.

5.7 DEBRIS CHIPPING AND GRINDING

If applicable, grinding of vegetative debris will be by means of small to medium commercial grinders at designated points to reduce the vegetation. It is possible that smaller chip-grinders could be utilized to grind in-place vegetative debris. Where grinding operations are permitted and established, access control points and boundaries will be established to limit personnel in the area. As a minimum, only grinding operations personnel will be permitted within 200’ of grinding operations while grinding is in progress.

5.7.1 Vegetation Staging

Vegetation piles staged for chipping will be limited to a height of 20’ at any given point. The length of piles shall not exceed 300’ and a fire control zone of 8’ shall be maintained at all times. It is not anticipated piles will ever exceed this size.

5.7.2 Chip Management

Once the vegetation has been reduced to chips, chip piles shall be limited to no higher than 20’ and shall be monitored while in piles to ensure that the chips do not combust through internal heat transfer

5.8 HOUSEKEEPING

Poor housekeeping on construction projects may cause unsafe working conditions such as tripping hazards and potential fire hazards. The Superintendent shall plan his housekeeping program at the start of the project and assign responsibilities for clean up and removal of debris to the foremen for his/her work area and all other parties involved in the project. The following housekeeping rules shall be enforced:

- Subcontractors are responsible under their contractual obligations for clean-up and disposal of construction debris and/or equipment servicing debris, resulting from their work activities.
- Plan and schedule the emptying of rubbish containers. Full containers will be emptied promptly.
- Hoses, extension cords, welding leads, etc., will not be laid on the ground in occupied areas outside of construction areas. If possible, such lines will be strung overhead.
- Combustible or flammable debris will be cleaned up and disposed on a regular basis. Accumulations of this type of debris are prohibited.
- Other construction debris generated from construction activities will be cleaned up and disposed on a regular basis as necessary.
- Walkways, aisles, stairways, ladder ways, ramps, doorways, entrances will be kept clear of debris at all times.
- Employee lunch areas, shanties, storerooms, field offices, and entrances will be provided with trash receptacles or other debris containers. All trash barrels shall be equipped with rodent proof covers and emptied on a regular basis to reduce the potential for rodents and fire hazards.
- Where containers for debris are not readily available, debris must be placed into isolated piles ready for disposal rather than left scattered and strewn about the work site.
- Oil and grease spills shall be cleaned up at once. All spills, regardless of size, shall be reported to the supervisor immediately. Spill containment materials shall be available in all zones for immediate containment of spills.

5.9 FALL PROTECTION

Fall protection is required whenever a worker is 6 feet or more above a lower surface except on those vehicles and equipment exempted under the OSHA standard. Fall protection must be provided for employee exposure to unprotected sides and edges, leading edges, hoist areas, holes, form work and reinforcing steel, ramps, runways, and other walkways or excavations.

The Project Safety Manager Designee shall consult with project engineers to determine if the walking/working surfaces on which the employees are to work have strength and structural integrity to support employees safely.

If the employee is exposed to falling objects, the Prime Contractor and/or subcontractor will implement one of the following:

- Toeboards, screens, or guardrails to prevent objects from falling from higher levels
- Canopy the structure and keep potential fall objects far enough from the edge of the higher level so that those objects would not go over the edge if they were accidentally displaced
- Barricade the area to which the objects could fall, prohibit the employees from entering the barricaded area, and keep objects that may fall far enough away from the edge of a higher level so that those objects would not go over the edge if they were accidentally displaced

Fall Protection Systems

The Prime Contractor and its subcontractors shall provide and install fall protection systems as necessary to protect workers from falls over six feet in height. **The Prime Contractor recognizes that fall hazards are extremely serious in the construction industry and has a zero tolerance policy for violations of the six-foot rule.** The following is a list of systems that

may be incorporated into the Work:

- Guardrails
- Safety Net Systems
- Personal Fall Arrest Systems
- Position Device Systems
- Warning Line Systems
- Aerial Lifts
- Personnel Baskets
- Scaffolds
- Ladders

The Prime Contractor and subcontractors shall strive to utilize passive fall protection systems whenever possible and revert to personal fall arrest systems only when necessary. Hazards associated with working at heights shall be addressed in a task specific manner via AHA's.

If elevating work platforms are used as observation towers, positioning lanyards shall be used with fall protection harness systems to prevent those on the platform from crawling on the top rail of falling from the platform. Double lanyards may be necessary. Lanyards shall be attached to the attachment points provided on the work platforms.

Training

Where fall protection is used, all affected employees, including subcontractor employees, shall be provided training in the requirements of the standard and proper use, care and maintenance of fall protection equipment. The employee shall also be trained to recognize those hazards of falling and the procedures to be followed in order to minimize these hazards. Employees required to don personal fall arrest equipment shall be trained on the proper fitting, use, care, and inspection of the equipment.

The Project Superintendent and/or the Project Safety Manager Designee shall review all fall protection systems to ensure the safety of the employee. Employees shall inspect all equipment before use and report any problems/defects to their supervisor.

If elevated work platforms are used as observation points, all personnel who must occupy the platform, including subcontractors and government personnel, shall be instructed in the proper use of the platform and the use of fall protection systems applicable to the platform. Fall protection systems shall be provided to and worn by such personnel prior to accessing the work platform.

5.10 COLD STRESS MONITORING PLAN

Hypothermia is also considered a medical emergency and requires immediate medical attention. If workers exhibit symptoms of hypothermia, call 911 and take the following immediate first aid measures:

- Get the person indoors.
- Remove any wet clothing and dry the person off, if needed.
- Warm the person's trunk first, not hands and feet. Warming extremities first can cause shock. Warm the person by wrapping them in blankets or putting on dry clothing. Do not immerse in warm water. Rapid warming can cause heart arrhythmia.
- If using hot water bottles or chemical hot parka, wrap them in cloth first. Do not apply directly to the skin.
- Begin cardiopulmonary resuscitation (CPR) if necessary and continue until emergency medical personnel arrive or the person begins breathing.

- If the person begins breathing and remains conscious, give them a warm drink. Avoid caffeine or alcohol.
- Once the body temperature begins to rise, keep the person dry and wrapped in a warm blanket or similar. Wrap the person's head and neck as well.
- Do not leave the person until emergency medical personnel arrive.

6.0 EMERGENCY ACTION & EVACUATION PLAN

The Emergency Action plan shall address the coordination and implementation of emergency response for all project areas. The Prime Contractor shall coordinate emergency response with the state and local fire, police, and emergency medical services (EMS). Appropriate regulatory agencies will also be involved. Procedures shall address the handling of general evacuation of the work site, fire, and confined space rescue, personal injury, explosion, bomb threats, severe weather, public demonstrations, damage or interruption of utilities, excavation collapse, equipment incidents or other catastrophic events.

The Project Safety Manager Designee shall establish a specific response location for each of the project work areas to which emergency response personnel shall be directed. If emergency response is required and a 911 call is made, the crew leader shall post a flag person at the response location to meet the emergency personnel and escort them directly to the incident scene. This procedure will greatly reduce confusion about where the response should be and shall expedite the arrival of the emergency personnel and equipment where they are needed.

Crews shall use radio and cellular phone communication to notify the workforce of the situation and assign response duties as well as to call for emergency response.

The crew chief of each crew shall have a copy of this emergency action & evacuation plan as well as the location of medical facilities for the area.

6.1 WORK SITE EVACUATION

In the event that a work site evacuation is required, the Project Safety Manager Designee and/or Project Superintendent will notify all employees via cell phone, hand held radios and/or air horns. Employees will be told where to meet and a head count will be taken to account for all employees. Any subcontractors on the job will be notified to take similar actions as required. As the site configuration changes, employees will be periodically updated of any changes in the plans.

6.2 PERSONAL INJURY

In case of an emergency, the Project Safety Manager Designee and the Project Superintendent will be notified immediately. A severely injured employee should not be moved unless the danger of additional injury is imminent. Ensure the injured employee is kept as comfortable as possible until the emergency responders arrive. A foreman shall accompany the injured employee to the hospital to assist in providing necessary information to hospital staff. Follow local emergency response protocol and inquire with staff whether an emergency response plan is in place for hazardous material incidents.

6.3 BOMB THREATS

Any bomb threat will be treated as genuine. The police will be called immediately and all personnel evacuated from the area. Adjacent contractors will also be notified to take appropriate action.

6.4 SEVERE WEATHER

In the event that severe weather is forecast, the Project Manager will mobilize sufficient personnel to secure the site and all unnecessary operations should be canceled/ halted. Severe weather includes: Severe thunder/lightning, hurricane, tornado, and excessive heat temperature.

6.5 PUBLIC DEMONSTRATIONS

Should there be a public demonstration or protest at the site, police will be called and secure access ways in and out of the site will be established. Employees are not to have contact with the protesters and should be removed from any area where this may be likely.

6.6 SITE SECURITY

The Prime Contractor and its subcontractors shall ensure the security of the various work areas at all times.

- Access/egress points from the workzones shall be via one or two access points.
- Visitors to the site must be authorized and escorted at all times. Unescorted visitors or unauthorized entrants to the site should be stopped and asked to leave the property.
- Signage shall be posted at all work zone access/egress points restricting access to authorized construction personnel only. This signage should direct visitors to report to the field office.
- Employees shall be instructed to be watchful of suspicious personnel attempting to enter the workzones and report these observations to a supervisor immediately.

6.7 DISCOVERY OF HUMAN REMAINS; ANIMAL REMAINS; AND ARMS, AMMUNITION AND EXPLOSIVES

Crew leaders shall observe debris before disturbance for the presence of human remains; animal remains; and arms, ammunition and explosives (AA&E). If any are observed before loading, the crew leader shall immediately notify the zone supervisor in their area who will contact the Project Safety Manager Designee. The debris area shall be marked with red flagging and left undisturbed. The Project Safety Manager Designee shall notify the proper response agency and the Project Manager.

If human remains, animal remains or AA&E are discovered while loading debris, all work shall stop immediately. The crew leader shall immediately contact the zone supervisor for the area who will notify the Project Safety Manager Designee to contact the proper response agency. The Project Safety Manager Designee shall advise the Project Manager.

6.8 CONFINED SPACE RESCUE

Confined space entry is not included in the scope of work for this contract and shall be avoided.

7.0 SAFETY AND HEALTH TRAINING

Training takes place at staging areas based on the following outline:

The following outline is not a complete checklist or a complete potential hazard analysis. Individuals using this data are urged to apply their initiative and personal knowledge of the industry in developing effective controls. Employees are encouraged to refer to applicable Federal, State and Local codes and regulations. Subcontractors must have an APP and/or Safety and Health plan and remain in compliance with its provisions.

The following are an example of the general and specific topics that Phillips & Jordan and subcontractor personnel may be trained in:

- New hire site-specific safety & health orientation
- Supervisors orientation
- Traffic and work zone safety
- Heavy equipment operations
- Hazards of emergency work – debris reduction
- Asbestos awareness – if applicable
- Fall protection – if applicable
- Emergency procedures
- First aid/CPR – minimum number per crew trained
- Lockout/tag-out

7.1 TOOL BOX TALKS

- Conducted by the Project Safety Manager Designee or designee
- Five to fifteen minutes in length each week and documented, including attendance roster signed by all employees, including subcontractor employees
- Work tasks and related hazards
- Past accidents
- Worker participation
- New subjects provided by Project Safety Manager Designee

7.2 REGULAR TRAINING MEETINGS FOR SUPERVISORS (INCLUDING FOREMAN)

- Conducted by the Project Safety Manager Designee or designee
- Training sessions shall be documented

7.3 CONTRACTOR SAFETY PLANNING MEETINGS

- Conducted by the Project Safety Manager Designee or designee
- Conducted monthly or as necessary with the Resident Engineer
- Management/supervisory personnel and foremen and a representative from each subcontractor will be required to attend

7.4 SPECIAL TRAINING FOR EMPLOYEES WHEN APPLICABLE

- Conducted by the Project Safety Manager Designee or Designated Area Safety Manager
- Subjects include:
  - Signs and signals
  - Hand tools and power tools
  - Electrical hazard awareness
  - Material handling
  - Hazardous materials
  - Personal protective equipment
  - First aid/medical
  - Ground fault circuit interrupters (GFCI)
  - Fall protection (6' rule)
  - Traffic work zone safety

As noted elsewhere in the APP, subcontractors are required to adhere to applicable regulations and attend “tool box” talks. Subcontractors shall furnish employees with training appropriate to the tasks to be performed (e.g., fall protection, hazard communication, material handling, etc.)

Additional safety and health instruction will be provided prior to performance of particularly hazardous or unfamiliar tasks as necessary.

The use of known hazardous products by personnel is strictly regulated. Training in the use of proper personal protective equipment (PPE), use of product and product application techniques, are provided to individuals utilizing the products. Acknowledgment of receipt of training by the individual shall be documented.

The Project Safety Manager Designee will maintain records of all safety meetings at the project office.

All employees attending the safety meeting shall personally sign the weekly safety talk form. Subcontractor cooperation in educating your employees is essential.

Each foreman and superintendent shall hold a weekly toolbox safety meeting in the work area and with their entire crew. Subject matter shall cover specific safety matters pertinent to the crew's on-going activity. Project Management and supervisors shall attend and participate in these meetings. The Project Safety Manager Designee and Project Manager shall attend at least one of the meetings each week. Attendance shall be recorded along with the topics discussed. Safety related concerns should be solicited from the employees. Safety concerns and hazards discussed in the tool box meetings shall be corrected as soon as possible and the corrective action shall be reported back to the employees in the next meeting. Prompt management attention and correction of such concerns is critical.

8.0 HAZARD COMMUNICATION

The purpose of this instruction is to ensure that each employee is fully aware of the hazards of the materials to be used in the workplace and knowledgeable in the controls to be utilized to safeguard themselves against these hazards.

The Project Safety Manager Designee or other technically qualified designee is the overall coordinator of the hazard communication program.

8.1 HAZARDOUS CHEMICALS

The Project Safety Manager Designee will maintain a list of all hazardous chemicals used on the job site and update the list as necessary. The list is electronic and available upon request.

8.2 MATERIAL SAFETY DATA SHEETS

The Project Safety Manager Designee or designated Area Safety Manager is responsible for acquiring and updating Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS). They will review each MSDS/SDS for accuracy and completeness. All new procurement of materials, which may contain hazardous substances, for the job site must be cleared by the Project Safety Manager Designee. Whenever possible, the least hazardous substance will be procured.

MSDS/SDSs that meet the requirements of Hazard Communication Standard (HCS)-Globally Harmonized System (GHS) of Classification and Labeling of Chemicals must be fully completed and received at the job site either prior to, or at the time of receipt of the first shipment of any potentially hazardous chemical purchased from a vendor. It may be necessary to discontinue procurement from vendors failing to provide MSDS/SDSs in a timely manner.

Employees involved with the handling and use of new materials will review the MSDS/SDS with their foreman and Project Safety Manager Designee/Area Safety Manager in the forum of a toolbox meeting prior to working with the product.

A binder or electronic file of MSDS/SDSs for all chemicals on the project will be located in the field office and will be available upon request for all employees.

In most cases, MSDS/SDSs for all hazardous chemicals to be used on the job site will be received prior to the first shipment of such chemicals. In the event that MSDS/SDSs have not been received, the supplier will be contacted immediately for the document. If the MSDS/SDS can not be produced, then that chemical will not be used until such time that all hazards associated with the chemicals can be identified and the MSDS/SDS procured.

8.3 LABELS AND OTHER FORMS OF WARNING

The Project Safety Manager Designee/Area Safety Manager or designated representative has the responsibility to ensure that all hazardous chemicals on the job site are properly labeled. Labels should list at least the chemical identity, appropriate hazard warnings, and the name and address of the manufacturer, importer, or other responsible party. The Project Superintendent will refer to the corresponding MSDS/SDS to verify label information. Immediate use containers or small containers into which materials are drained for use on a shift by the employee drawing the material from do not require labeling. To meet the labeling requirements of HCS-GHS for other in-house containers, refer to the label supplied by the manufacturer. All labels for in-house containers will be approved by the Project Safety Manager Designee or designee prior to their use.

The Project Safety Manager Designee will check on a periodic basis to ensure that all containers in the facility are labeled and that the labels are up to date.

8.4 TRAINING

Each employee who works with or might be exposed to hazardous chemicals will receive initial training on the HCS-GHS standard and the safe use of those hazardous chemicals. Additional training will be provided for employees whenever a new hazard is introduced into their work area. Hazardous chemical training is conducted by the Area Safety Manager or designee.

Training will emphasize these elements:

- A summary of the standard and this written program, including those changes enacted under the GHS
- Hazardous chemical properties including visual appearance and odor and methods that can be used to detect the presence or release of hazardous chemicals
- Physical and health hazards associated with potential exposure to workplace chemicals
- Procedures to protect against hazards (e.g., personal protective equipment), work practices and emergency procedures
- Hazardous chemical spill and leak procedures; the location of MSDSs on site, how to understand their content, and how employees may obtain and use appropriate hazard information

The Project Safety Manager Designee will monitor and maintain records of employee training and advise the Area Safety Manager on training needs.

Toolbox talks will be used to update employees from time to time on hazard communication.

8.5 SUBCONTRACTOR'S EMPLOYEES

Subcontractors are required to submit copies of MSDS/SDSs for any substance to which employees are, have been, or may be exposed. Electronic MSDS/SDSs are acceptable. Subcontractors shall incorporate the use of such materials, their hazards, and the appropriate controls into their task-specific AHAs.

The Project Safety Manager Designee or designee will advise subcontractors of any chemical

hazards which may be encountered in the normal course of their work on the premises as part of the pre-work orientation. He/she should make available the MSDS/SDSs for these substances and inform them of the Hazardous Materials Identification System (HMIS) labeling used to identify the potential exposure hazard and required PPE.

Exposure to employees from adjacent contractors is not anticipated, but in the event it occurs, coordination with adjacent work sites and contractors will take place to inform employees with new hazards associated with working on or near another employer's works site. Hazards introduced onto the work site by subcontractors (e.g., blasting/explosives) shall be communicated to all employees via toolbox meetings.

8.6 NON-ROUTINE TASKS

Workers contemplating a non-routine task (i.e., a task which they do not typically perform) will consult with the Project Safety Manager Designee or designee who will ensure that these employees are informed of chemical hazards associated with the performance of these tasks and appropriate protective measures. This will be accomplished by a meeting of foreman and the Project Safety Manager Designee with the affected employees before such work is begun.

8.7 WASHING AND SANITARY FACILITIES

The Prime Contractor recognizes that a sound employee sanitation program is crucial to minimizing employee illnesses associated with poor hygiene practices. All workers shall be educated on sound hygiene practices and the hazards associated with poor hygiene on the worksite.

8.8 EMPLOYEE DRINKING WATER FACILITIES

Proper hydration is vital to employee performance, in warm or cold weather. Potable water shall be provided to each Foreman for their use in supplying drinking water for their crew in the work area. Subcontractors are responsible for providing potable drinking water for its employees.

8.9 FIRST AID FACILITY AND STAFFING REQUIREMENTS

The Prime Contractor will rely on the local fire department and EMS to respond to major accidents on the Project.

For emergency treatment, dial 911 from a landline or from a cellular phone. 911 services are operational in the impacted area.

Industrial first aid kits will be strategically located throughout the job-site, well marked and well maintained for employees use.

All Foreman and Job-site vehicles will be equipped with first aid kits and emergency procedures for those employees working too far from the office to receive immediate first aid.

If an injury other than cut or scrape occurs on the evening/night/weekend shifts requiring medical attention, the injured person must be transported to a predetermined emergency medical treatment facility.

Emergency Phone Numbers: All phone numbers will be posted conspicuously in the job site office. These numbers will also be given out during safety orientations.

All employees, both field and office personnel, should be trained on the proper emergency response procedures as part of the initial indoctrination.

For Accidents Requiring On-Site Medical Attention: The local fire department/EMS must be contacted as the first responder for all accidents in the area of the Job Site. Verify that 911 is functional. If not, obtain the phone number for emergency contact and post accordingly.

All injuries (regardless of how serious) shall be reported to the project safety manager designee immediately.

9.0 ACCIDENT INVESTIGATION

Investigation of workplace incidents including injury, illness, property damage and significant near misses is critical to improving the safety and health on the job site and shall be conducted by the foreman and/or superintendent with oversight from the Project Safety Manager Designee/Area Safety Manager.

9.1 REPORTING

Each worker, Superintendent and Subcontractor is responsible for reporting immediately all accidents which involve personal injury or property damage to the Project Safety Manager Designee regardless of how minor or serious the incident may be. Any serious injury or substantial property damage will also be reported immediately to FDOT in accordance with the Emergency Notification Plan.

9.2 EMERGENCY NOTIFICATION PLAN

For all serious incidents or accidents which are defined as follows:

- Fatalities
- Multiple Injuries
- Major utility breaks
- Major accidents in the public way
- Major accidents involving equipment and or property damage
- Cave-ins or collapses of any kind
- Fires or explosions
- Natural disasters
- Drownings
- Other significant incidents which may attract media attention

The emergency notification procedure will be followed:

1. If a 911 call is made, the caller shall provide the following information in a clear and concise manner and document actions taken:
    - Nature of incident: personal injury, car accident, fire, hazardous spill, etc.
    - Location: street address (and cross street if available)
    - Number of injured persons
    - Nature of injuries: heart attack, bleeding, broken bones, and are they conscious or unconscious
2. After making a 911 call, contact the field office and take the following actions:
    - The nearest Phillips & Jordan employee with a cell phone or radio will notify the project office of the incident and request all unnecessary radio communications to cease.
    - The Project Safety Manager Designee and supervisory personnel will respond to the scene. The Project Safety Manager Designee will document the details of the incident with photographs and documentary.
    - All supervisors in the emergency area will be notified of the emergency to request appropriate emergency assistance while awaiting arrival of emergency responders. All non-essential radio traffic will cease until the emergency is under control.

- Ensure the FDOT Manager is notified of the injury, including the name of the injured, the extent of the injury, location and actions taken through time of notification.

10.0 SITE HAZARDS

10.1 EQUIPMENT SAFETY (MECHANIZED)

The use of construction equipment will be limited to specific activities and areas during this clean up activity. Where used, all mobile equipment, hired or owned, shall have a back-up alarm that meets project noise specifications. Any equipment without an alarm shall be reported to the Project Safety Manager Designee immediately and the equipment will not be used until repaired. For equipment owned by others, the operator will be notified to repair the unit immediately. All equipment without a back-up alarm shall put out of service until repaired.

- All operators or truck drivers shall be properly licensed and shall wear all required personal protective equipment when outside the cab.
- No operator shall allow any person to ride in the bucket of a loader or excavator nor shall it carry equipment or any object that it is not specifically designed to carry.
- All hired trucks must carry the proper insurance coverage.
- Personnel shall not ride on machinery unless there is a seat in such equipment for this purpose.
- All equipment shall be equipped with a fire extinguisher.
- All equipment/vehicles shall be visually inspected by the operator prior to operation each shift and the inspection shall be documented on the Phillips & Jordan equipment inspection form.
- All equipment shall be properly maintained per the manufacturer's recommendations.

10.2 EXCAVATING AND TRENCHING

Excavation and trenching is not part of this contract. If trenching or excavation becomes necessary of trenches and/or excavations are discovered, the provisions of Section 6.0.I of the Phillips & Jordan *Safety and Accident Prevention Program Manual (Jan 2012)* shall apply.

10.3 ELECTRICAL REQUIREMENTS

Portable Generators

Portable generators will be suitably grounded as required by the manufacturer.

The placement of generators will be such to minimize the build up of fumes in work areas. When used at observation towers, generators shall be located at least 50 feet from the towers and protected against the elements. Generators will be protected with Ground-fault Circuit Interrupters (GFCI), either internal as installed by the manufacturer or external by means of a GFCI pigtail.

Portable generators shall be shut down prior to refueling. Fuel cans (approved metal containers) will be stored away at least 10' away from portable generators while the generators are in use. Fire extinguishers shall be located adjacent to combustion engine generators at all times.

Ground Fault Protection

This construction site will use GFCI's per OSHA 29 CFR 1926.404 (ii). The workers will be instructed in their proper use and be required to attach them to all portable electric tools. Only

double insulated tools may be used unless specifically approved by the Project Safety Manager Designee. Each cord set and related attachments will be inspected prior to its use.

10.4 RIGGING

- All rigging must be inspected daily by a rigging competent person. Evidence of qualification must be provided.
- Tag lines shall be used whenever lifting materials or equipment. If tag line use cannot be accomplished, the Project Safety Manager Designee must approve alternate procedures.
- Rigging equipment will be inspected prior to each use so as to ensure that it is safe to use. Rigging equipment that is missing manufacture's tags shall not be used and shall be removed from the work area immediately.
- Rigging equipment will not be loaded in excess of its recommended safe working load.
- Rigging equipment, when not in use, will be removed from the immediate work area so as not to present a tripping hazard to employees.
- Makeshift fasteners, formed from bolts, rods, wire, etc., will not be used.
- Wire rope cables, used in hoisting, lowering or pulling loads, will consist of one continuous piece without knots, kinks, or splices.
- When U-bolt wire rope clips are used to form eyes or loops in any load bearing cable, a minimum of three (3) clips may be used. Clips will be applied so that the "SADDLE" portion of the clip is not in contact with the dead end of the cable.
- Hooks used for lifting will be equipped with a positive safety latch.
- The use of job-made rigging or attachment points is prohibited unless designed by a Project Engineer.
- Softeners shall be used to protect rigging from sharp edges.
- Weights of rigging and crane attachments shall be calculated into the weight of the load to be picked.
- All rigging shall be stored properly following use to protect it from weathering and/or damage.
- Rigging shall be of equal capacity and length on all picks.

10.4.1 Alloy Steel Chain

10.4.2 Synthetic Webbing (Nylon, Polyester and Polypropylene)

Nylon and Polyester are the most popular and best general purpose synthetic webbing slings. Polypropylene slings are intended for specific controlled applications, which require resistance to strong acids and alkalis.

Each application must be evaluated, taking into consideration the following:

- Type of acid, alkali, or other chemical
- Exposure conditions
- Concentration
- Temperature

All synthetic webbing slings are subject to cutting when lifting items with sharp edges. Sharp edges in contact with the sling should be padded with material sufficient in strength to prevent

damage to the sling. Wear pads give extra protection to the sling where the most wear occurs.

All defective nylon and polyester slings shall be removed from service when there are visible signs of wear, any cuts or frays, when the interior colored (red) webbing is exposed, or if it is stretched or damaged in any other way. Each foreman and superintendent shall be trained in the inspection criteria of rigging to ensure their competency in this function.

10.4.3 Wire Rope

Safe operating practices for general use of wire rope slings shall be followed.

10.5 STAIRWAYS AND LADDERS

Ladders may be required to provide safe access to work areas on the debris management project. As a general rule, ladders shall be used only for temporary access.

The contractor shall purchase only heavy duty construction grade extension and step ladders for use on the project. Manufactured ladders shall be used in accordance with the manufacturer's recommendations. Job-made ladders are not allowed. In general, all ladders shall be inspected prior to use and removed from service if damaged. All ladders shall be secured prior to their use and shall be used properly.

Each employee shall be trained in the safe usage of ladders during new-hire orientation and these requirements shall be re-iterated regularly via toolbox safety meetings.

10.6 SIGNS, TAGS & BARRICADES

All workers shall adhere to the following standards relative to the proper use of signs, tags and barricades on the project:

- Foreman shall be responsible for erecting and maintaining barricades used to protect workers or the public from a hazard, protect materials from damage, or maintain access/clearance where appropriate.
- Barricade tape shall be used appropriately as a warning of a hazard, rather than a physical barricade to protect from a physical hazard.
- Yellow barricade or flagging tape shall be used to signify caution.
- Red barricade or flagging tape shall be used to signify danger. Persons entering areas barricaded with red tape who are not authorized to do so shall be subject to disciplinary action.
- Swing radius protection barricades shall be either red barricade tape or some other physical barrier to prevent workers from entering into the swing path of the machine.
- Physical barricades meant to provide fall protection must be able of withstanding 200 lbs. of force in the outward and downward direction.
- Wire rope guardrails/barricades shall be flagged with high visibility material every six feet.
- Signage shall be posted throughout the job to communicate information to employees and the public.
- Yellow signage shall communicate to the reader to proceed with caution.
- Red signage shall communicate to warn the reader of an area of imminent danger and restrict access to such areas to authorized personnel only.
- Orange signage shall be used to communicate to the public relative to construction zones and hazards.

- Green signage shall be used to communicate general information (e.g., first aid station locations) to the workers.
- The use, color coding, posting, wording, and size shall conform to regulatory requirements.
- Combustible, flammable, compressed gas, caustic/acidic, and other hazardous storage facilities shall be placarded on all four sides in accordance with local fire department regulations.
- Equipment, tools, etc. tagged as unsafe and out-of–service shall not be used; violators shall be subject to disciplinary action.
- The location of fire extinguishers shall be conspicuously marked with red signage.
- The location of fire department standpipe hookups and fire hydrants shall be conspicuously marked and flagged. Barricades shall be erected around these to ensure a five foot diameter of space for use by the responding fire department during emergency response.

10.7 WELDING/BURNING/CUTTING

Welding, cutting or burning will not be permitted on this project except for burning required by the contract. If equipment requires welding or cutting to effect repairs, the equipment shall be removed from the project area before repairs are made.

10.8 CONFINED SPACE

While confined space work is not anticipated on this contract, it is important to identify confined space properties to avoid inadvertent personnel entry into such areas.

A confined space:

1. Has limited or restricted means of entry or exit, AND
2. Is large enough for an employee to enter and perform assigned work, AND
3. Is not designed for continuous occupancy by the employee.

These spaces may include, but are not limited to, cofferdams, underground vaults, tanks, storage bins, pits and diked areas, vessels, and silos.

A permit-required confined space is one that meets the definition of a confined space and has one or more of these characteristics:

1. Contains or has the potential to contain a hazardous atmosphere
2. Contains a material that has the potential for engulfing an entrant
3. Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly covering walls or by a floor that slopes downward and tapers to a smaller cross section
4. Contains any other recognized serious safety or health hazards

If any space is identified that meets these requirements, personnel SHALL NOT enter the space and must contact the Project Safety Manager Designee immediately.

10.9 WORK IN TRAFFIC

The Project Safety Manager Designee shall visit each area and determine what controls are necessary, define the controls and ensure those controls are implemented using the Manual on Uniform Traffic Control Devices (MUTCD) and State of Florida Rules on Work Zone Safety and Mobility.

SECTION 2

HEALTH AND SAFETY PLAN
FOR
DEBRIS MANAGEMENT

VERSION 1.0

SIGNATURE PAGE

This Health and Safety Plan (HASP) was developed to establish the minimal level of health and safety protection that will be implemented at the project location during any and all operations. Each entity will be responsible for the protection of the health and safety of its own employees and/or subcontractors.

Acknowledged by:

Entity	Health & Safety Officer Name	Health & Safety Officer Signature

ADDENDUM PAGE

The following addendums have been added to this Health and Safety Plan (HASP) in the form of authorized position statements. These statements will be accepted by all entities/agencies prior to final publication and inclusion as an attachment to this document.

Position Statement Number	Date Published	Date Attached to HASP

1.0 INTRODUCTION

1.1 SCOPE AND APPLICABILITY OF THE PLAN

This Health and Safety Plan (HASP) provides onsite personnel with guidance for identifying unique or significant safety and health hazards that may be associated with debris management efforts. For the purposes of this document, the work site will include four distinct yet related activities:

- Removing vegetative debris from right of ways (ROW)
- Removing debris from waterways, bridge abutments, culverts, etc.
- Transport of the debris to reduction site.

1.2 PLAN OBJECTIVES

The primary objectives of this plan are as follows:

- Identify potential hazards at the work site.
- Establish a minimum basis for assessing that the personal protective equipment (PPE) provided is adequate to protect onsite workers within controlled areas.
- Provide a set of minimum safety and health standards to be followed by personnel onsite.

While onsite, health and safety – related practices will be governed by Occupational Safety and Health Administration (OSHA) regulations.

1.3 COMMUNICATION

Onsite communication flow will be accomplished utilizing a series of meetings and/or briefings. It is understood that City representatives, contractors, and supervisory employers will disseminate appropriate information to their own employees.

2.0 SITE CONTROL

The minimum acceptable level of PPE for this project includes hard hats, safety glasses/goggles, long pants, shirts with a minimum 4” sleeve length, high-visibility, leather gloves, reflective safety vests, and sturdy leather boots. Additional activity-specific PPE requirements are listed under Section 3.0.

2.1 DEBRIS COLLECTION ACTIVITIES

Work activities will include the loading and hauling of vegetative wastes and possibly construction and demolition material. Segregation of waste is not included in the scope of this contract

2.1.2 Debris Collection from ROW

All vegetative and construction and demolition materials will be collected using loading equipment such as self-loaders, wheel loaders, or other loading type equipment. Material will be loaded in trucks and hauled to the staging area for reduction.

2.2 DEBRIS REDUCTION AND DISPOSAL SITES

Debris removed from the project ROW will be transported to approved disposal sites or landfills for final disposal as directed by the City.

3.0 ACTIVITY HAZARD ANALYSIS

The evaluation of hazards will be based upon the knowledge of site background presented in

this section and anticipated risks posed by specific operations. Activity hazard analysis specific to a task shall be developed and included in this section and shall be updated as necessary to identify potential hazards associated with tasks performed.

3.1 MATERIAL HAULING AND TRUCKING

Analyzed by: Eugene Taylor, MS, CSHM

Principal Steps	Potential Hazards	Recommended Controls
Access and Egress on Equipment	1) Falling off of equipment	1) Operators and drivers must use three points of contacts at all times when getting on and off equipment. Keep access points free and clear of grease and oils. Keep these areas clean.
Loading	1) Failure of equipment 2) Improper loading	1) All equipment must be inspected and documented prior to use. Equipment must also be inspected daily by the operator. 2) Laborers must pick up all debris that falls off of truck as it is being loaded. The road must be cleaned up prior to letting traffic pass.
Hauling	1) Improper equipment 2) Improper loads 3) No traffic control 4) Improper license for vehicle 5) Speeding	1) All equipment must be inspected and documented prior to hauling. 2) All loads must be inspected and properly secured prior to leave the loading. 3) Any equipment in the roadway shall only work within a traffic control zone with proper traffic control devices and flagmen. 4) All drivers must present a valid drivers license matching the class of vehicle that they will be driving. 5) Drivers must control their speeds and drive defensively.
Traffic Exposure	1) Personnel, vehicles, or equipment struck by vehicles and/or equipment	1) Traffic control devices shall be set up, where appropriate as identified in the Traffic Plan. Spotters required when backing up in confined areas, in the vicinity of overhead utility lines, or where similar hazards exist. Install back-up alarms on vehicles/equipment where required. Vehicles/equipment equipped with hazard lights shall energize hazard lights when operating in work zones.

Equipment to be Used:

The minimum acceptable level of PPE for this project in all zones and work areas includes hard hats, safety glasses/goggles, long pants, shirts with a minimum 4” sleeve length, high-visibility, reflective safety vests, and steel-toed/thick-soled safety boots. In addition to minimum PPE required, personnel should wear hearing protection.

Inspection Requirements:

General PPE will be inspected before donning for integrity and completeness. Trailer gates must be locked or secured from two locations. Tailgates must have two permanent attachment points to preclude debris from falling from the truck.

Training Requirements:

All operators, drivers and ground personnel shall be qualified by their employer for each specific task. Drivers must have appropriate license for the vehicle which is being driven.

General Requirements:

Personnel receive project-specific safety indoctrination prior to work performed in the field.

General Safety Requirements for Hauling and Trucking:

- All trucks used to haul debris must be capable of rapidly dumping its load without the assistance of equipment, be equipped with a tailgate that will effectively contain the debris during transport and that will permit the truck to be filled to capacity. 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 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides and are subject to approval by Phillips & Jordan and the contracting agency. It is the contractor's responsibility to report any adjustments of the sideboards to Phillips & Jordan for re-measurement.
- All hauling units must be in good working order.
- All lights and turn indicators shall be in a working condition.
- Brake lights shall be in good working order.
- Back up alarms shall be present and audible to anyone behind the truck/trailer.
- Tires shall be in good condition with no gouges and plenty of tread.
- Gates must be able to close and lock in a way that will prevent debris from falling out during transport.
- Inspections will occur during the sign in process and periodically in the field by Phillips & Jordan management. Trucks found not to be in compliance with any of the above will be placed out of service and not allowed to resume hauling until proof is provided to Phillips & Jordan management that the proper repairs have been made.
- All hauling units shall be inspected daily prior to use by the operator. Drivers should conduct a pre-trip and post-trip inspection each day prior to starting work and at the end of each work day.

3.2 TREE TRIMMING OPERATIONS (DOWNED TREES, LEANERS AND HANGERS)

Analyzed by: Eugene Taylor, MS, CSHM

Principal Steps	Potential Hazards	Recommended Controls
Access and Egress on Equipment, Stability of Equipment	1) Falling off of equipment 2) Bucket truck or elevated work platform tipping over	1) Operators and drivers must use three points of contacts at all times when getting on and off equipment. 2) Outriggers must be extended and level prior to boom or platform extension.

Principal Steps	Potential Hazards	Recommended Controls
Work from Elevated Platform	1) Falling platform or bucket 2) Electrocution hazards 3) Cuts and abrasions from tree limbs	1) Fall restraint equipment must be properly used. Personnel performing elevated work must wear an approved full body harness with a D-ring and an attached lanyard equipped with double locking safety hooks. The lanyard must be secured to an approved anchorage point inside the bucket at all times. Personnel may not use shock absorbing lanyards. One point tie off is required for bucket movement and work. Fall protection equipment and anchorage points shall be manufactured with a minimum breaking strength of 5000 pounds. 2) The annual dielectric testing certification must be current. All power lines must be assumed to be "live." No elevated work shall be performed within 10 feet of power lines, excepting work performed by Qualified Line Clearance Tree Trimmers (QLCTT) or Qualified Line Clearance Tree Trimmer Trainee (under the direct supervision of qualified personnel). Only certified "Line Clearance Tree Trimmers" shall be used to remove limbs from a tree in contact with a power line. 3) Leather gloves should be worn where gloves do not create a hazard. Limbs shall only be cut outside of the bucket.
Chainsaw Operations	1) Cuts, abrasions, and other injuries from kick-backs or incidental contact with the saw 2) Exposure to noise in excess of 85 dB(A)	1) Chain saws shall only be inspected and fueled on the ground. Saws will meet minimum safe operational requirements per manufacturer's directions prior to use. Lumberjack chaps shall be worn while performing sawing operations. Chaps are not required for personnel sawing from inside the bucket or climbing operations. 2) Inclusion in the hearing conservation program and the use of hearing protection.
Climbing	1) Fall hazard 2) Electrocution hazard 3) Cuts and abrasions from tree limbs	1) Fall restraint equipment must be properly used. Personnel performing tree climbing work must wear a safety belt "tree saddle" approved for tree climbing, a positioning lanyard that is equipped with double locking safety latches, synthetic fiber climbing rope, with a minimum nominal breaking strength of 5400 lb when new and approved climbing gaffs. Only qualified tree workers, and qualified line clearance tree trimmers/trainees may perform this function. 2) Personnel may not trim trees where power lines are within 10 feet of the point of operation, excepting QLCTT qualified personnel and QLCTT Trainee (under the direct supervision of qualified personnel). 3) Long pants and shirts with a minimum 4" sleeve are required dress for this project. Gloves will be worn where they do not present a hazard.
Ground Operations	1) Personnel struck by falling objects 2) Outrigger crushing hazard	1) Personnel performing elevated work and ground personnel must maintain frequent verbal and visual communication. 2) Operators will not move equipment without an "all clear" from ground support personnel.

Principal Steps	Potential Hazards	Recommended Controls
Traffic Exposure	1) Personnel, vehicles, or equipment struck by vehicles and/or equipment	1) Traffic control devices shall be set up, where appropriate as identified in the Traffic Plan for FDOT. Spotters required when backing up in confined areas, in the vicinity of overhead utility lines, or where similar hazards exist. Install back-up alarms on vehicles/equipment where required. Vehicles/ equipment equipped with hazard lights shall energize hazard lights when operating in work zones.

Equipment to be Used:

The minimum acceptable level of PPE for this project in all zones and work areas includes hard hats, safety glasses/goggles, long pants, shirts with a minimum 4" sleeve length, high-visibility, reflective safety vests, and steel-toed/thick-soled or spiked safety boots (as applicable). In addition to minimum PPE required, personnel should wear hearing protection.

Inspection Requirements:

General PPE will be inspected before donning for integrity and completeness.

Training Requirements:

All operators, drivers and ground personnel shall be qualified by their employer for each specific task. Drivers must have appropriate license for the vehicle which is being driven. Climbers shall display demonstrated safe climbing practices. Tree trimming subcontractors must submit worker qualifications on company letterhead to Phillips & Jordan. Qualifications must be approved by a Senior Safety Technician prior to commencement of work by each qualified employee.

General Requirements:

Personnel receive project-specific safety indoctrination and special orientation prior to work performed in the field.

3.3 LOADING AND HAULING MATERIAL USING A SELF-LOADER:

Analyzed by: Eugene Taylor, MS, CSHM

Principal Steps	Potential Hazards	Recommended Controls
Positioning Equipment	1) Impediment to traffic flow 2) Truck tipping under load 3) Injury during positioning	1) Ensure self-loader is positioned in an established work zone with Manual on Uniform Traffic Control Devices (MUTCD) flags and/or cones 2) Where equipped and required by manufacturer, position outriggers prior to climbing into load position. 3) No personnel allowed near equipment until outriggers are positioned and driver is ready to climb into loader seat
Access and Egress on Equipment	1) Falling off of equipment	1) Operators and drivers must use three points of contact at all times when getting on and off hauling units. Keep access points free and clear of grease and oils. Keep these areas clean. Loader seats must be securely attached to load platform.

Principal Steps	Potential Hazards	Recommended Controls
Loading	1) Failure of equipment 2) Improper loading 3) Struck by loading equipment 4) Hidden utilities 5) Overhead utility lines 6) Overhanging debris 7) Fall from equipment	1) All equipment must be inspected and documented prior to use. Equipment must also be inspected daily by the operator. 2) Hauling units must be properly loaded. The road must be cleaned up prior to letting traffic pass. 3) Workers must stay a safe distance from loading operations. Make eye contact with and receive acknowledgement from operator prior to approaching equipment. 4) Conduct pre-assessment before loading to ensure no utilities are hidden by debris or downed wires entangled. 5) Maintain minimum 10' clearance of ALL overhead lines. DO NOT set up under utility lines 6) Use loader to place ALL materials inside truck. No overhanging limbs or other debris. No debris sticking up above load. Compress with loader. 7) Remain within seat area when loading. Do not climb on truck or get outside of access area. No riders on seat when moving truck; even for short distances.
Hauling	1) Improper equipment 2) Improper loads 3) No traffic control 4) Improper license for vehicle 5) Speeding	1) All equipment must be inspected and documented prior to hauling. 2) All loads must be inspected and properly secured prior to loading and leaving. 3) Any equipment in the roadway shall only work within a traffic control zone with proper traffic control devices and flagmen. 4) All drivers must present a valid driver's license matching the class of vehicle that they will be driving. 5) Drivers must control their speed and drive defensively.
Traffic Control	1) If working near active roadways personnel, vehicles, or equipment struck by vehicles and/or equipment	1) Traffic control devices shall be set up, where appropriate per the MUTCD. Place qualified flaggers as necessary within the work zone. Flaggers will use stop/slow paddles. Block one lane of traffic only, if possible. Place warning signs along work zone to warn oncoming traffic in both directions. Spotters required when backing up in confined areas, in the vicinity of overhead utility lines, or where similar hazards exist. Install back-up alarms on vehicles/equipment. Vehicles/equipment equipped with hazard lights shall energize hazard lights when operating in work zones.

Equipment to be Used:

The minimum acceptable level of PPE for this project in all zones and work areas includes hard hats, safety glasses/goggles, long pants, shirts with a minimum 4" sleeve length, high-visibility, reflective safety vests, and thick-soled safety boots. In addition to minimum PPE required, personnel should wear hearing protection when required.

Inspection Requirements:

General PPE will be inspected before donning for integrity and completeness.

Training Requirements:

All operators, drivers and ground personnel shall be qualified by their employer for each specific task. Drivers must have appropriate license for the vehicle which is being driven.

General Requirements:

Personnel receive project-specific safety indoctrination prior to work performed in the field. All work will be conducted in accordance with applicable health and safety regulations and in accordance with the existing site Health and Safety Plan.

General Safety Requirements for Hauling and Trucking:

- All hauling units must be in good working order.
- All lights and turn indicators shall be in a working condition
- Brakes shall be in good working order
- Back up/movement alarms shall be present and audible to anyone working around the equipment
- All hauling units shall be inspected daily prior to use by the operator. Drivers should conduct a pre-trip and post trip inspection each day prior to starting work and at the end of each work day.
- Any deficiencies need to be identified and supervision notified to expedite needed repairs.

3.4 GRINDING OPERATIONS: HORIZONTAL AND STUMP GRINDING

Analyzed by: Eugene Taylor, MS, CSHM

Principal Steps	Potential Hazards	Recommended Controls
Equipment Mounting and Demounting	1) Exposure to noise in excess of 85 dB(A) 2) Fall hazard 3) Contusion from frame of cab 4) Injury from other vehicles	1) Inclusion into hearing conservation program. Use appropriate hearing protection. 2) Use of 3-point mounting techniques. Don't carry anything in hands. 3) Use of hard hat. 4) Use of reflective vests.
Equipment Start-Up	1) Exposure to noise in excess of 85 dB(A) 2) Injury by flying debris	1) Inclusion into hearing conservation program. 2) Use of safety glasses, hard hats, etc. 3) Operator shall verify that all employees are in the clear before start up.

Principal Steps	Potential Hazards	Recommended Controls
Horizontal Grinding	1) Struck by debris 2) Amputations, death 3) Lacerations 4) Struck by equipment 5) Fire	1) Keep all personnel away from operations per manufactures specifications. Position equipment to allow debris to stay out of interstate. Trees shall not be swung into traffic at any time. 2) Proper clearing equipment shall be used to load debris into grinder and all windows and door shall stay shut. 3) No employee shall be near the hopper or intake of the grinder. During maintenance operations machine shall be locked out and tagged out by following Phillips & Jordan procedures. 4) Appropriate gloves shall be worn when changing teeth or any other maintenance. 5) Operators shall know what's going on around them at all times when loading and moving equipment. Excavator loading grinder shall have a functional horn and travel alarm which can be heard from a minimum of 25' away. 6) All equipment shall have proper ABC fire extinguishers with annual and monthly inspections.
Stump Grinding	1) Struck by debris 2) Lacerations 3) Struck by equipment 4) Fire 5) Amputation	1) Keep all personnel away from operations per manufactures specifications. Position equipment to allow debris to stay out of interstate. 2) Gloves shall be worn at all times during maintenance operations while changing teeth. 3) Operators shall know what's going on around them at all times when loading and moving equipment. Equipment shall have a functional horn and travel/backup alarm. 4) Equipment shall have appropriate ABC fire extinguishers with annual and month inspections. 5) No employee shall be near the hopper or intake of the grinder. During maintenance operations machine shall be Locked out and tagged out by following Phillips & Jordan procedures

Equipment to be Used:

The minimum acceptable level of PPE for this project in all zones and work areas includes hard hats, face/eye protection, safety glasses/goggles, long pants, shirts with a minimum 4" sleeve length, high-visibility reflective safety vests when required, and thick-soled leather work boots or spiked safety boots (as applicable). In addition to minimum PPE required, personnel should wear hearing protection when applicable. Lock out/tag out procedures shall be followed. All energy sources shall be locked out or removed (e.g.; keys, master switches, batteries, etc.). "Do not operate" tags shall be placed on machines.

Inspection Requirements:

General PPE will be inspected before donning for integrity and completeness.

General Requirements:

All operators, drivers and ground personnel shall be qualified by their employer for each specific task. Drivers must have appropriate license for the vehicle which is being driven. Climbers shall display demonstrated safe climbing practices. Qualifications and work experience must be approved by a Phillips & Jordan safety professional prior to commencement of work by each

qualified employee. Firewatchers shall have fire extinguisher training

3.5 SITE MANAGERS AND FIELD SUPPORT STAFF

Analyzed by: Eugene Taylor, MS, CSHM

Principal Steps	Potential Hazards	Recommended Controls
Collection of Air Samples	1) Exposure to noise in excess of 85dBA 2) Injury by flying debris 3) Exposure to carbon monoxide in excess of 10 ppm (only at debris/incineration sites) 4) Exposure to chemical and biological agents 5) Injury by vehicles	1) Use of hearing protection 2) Use of safety glasses and hard hats 3) Limit access to site or utilize supplied air in areas of burn pits 4) Use of respiratory protection and protective clothing, as appropriate 5) Use of reflective vests
Inspection of Work Site	1) Exposure to noise in excess of 85dBA 2) Injury by flying debris 3) Exposure to carbon monoxide in excess of 10 ppm 4) Injury by vehicles 5) Exposure to asbestos, heavy metals, polycyclic aromatic hydrocarbons (PAHs) and volatile organic compounds (VOCs)	1) Use of hearing protection 2) Use of safety glasses and hard hats 3) Use of respiratory protection, as appropriate 4) Use of reflective vests 5) Same as 3 (above)
Visiting Residences Requesting Right of Entry	1) Non-construction work in a construction zone	1) Personnel performing door-to-door visits with homeowners should wear safety vests, sturdy shoes, shirts with a minimum 4" sleeve, and long pants.

Equipment to be Used:

The minimum acceptable level of PPE for this project in all zones and work areas includes hard hats, safety glasses/goggles, long pants, shirts with a minimum 4" sleeve length, high-visibility, reflective safety vests, and steel-toed/thick-soled safety boots. Exception: Door-to-door contact with homeowners for right-of-entry (ROE), see above. Level of protection will vary based on work zone and activities. The use of respiratory protection and protective clothing will be based on the activity being supported. Reference the activity hazard analysis (AHA) for the job task occurring in the work area to determine the proper use of respiratory protection and protective clothing.

Inspection Requirements:

General PPE will be inspected before donning for integrity and completeness.

General Requirements:

Personnel will receive project-specific safety indoctrination prior to work performed in the field.

3.6 CHAINSAW OPERATIONS

Analyzed by: Eugene Taylor, MS, CSHM

Principal Steps	Potential Hazards	Recommended Controls
Chainsaw Operations	1) Cuts, abrasions, and other injuries from kick-backs or incidental contact with the saw 2) Face and eye hazards 3) Exposure to noise in excess of 85 dB(A)	1) Saws will meet minimum safe operational requirements per manufacturer's directions prior to use. Lumberjack chaps shall be worn while performing sawing operations. Two hands will remain on the saw at all times. No cuts shall be made above shoulder height. See additional requirements below under General Safety Requirements for Chainsaw Operations. 2) Face, eye, and head protection must be worn while performing sawing operations. 3) Use of hearing protection while performing sawing operations.
Traffic Control	1) Personnel, vehicles, or equipment struck by vehicles and/or equipment	1) Traffic control devices shall be set up, where appropriate per the MUTCD. Flaggers at either end of the work zone. Flaggers will use stop/slow paddles. Block one lane of traffic only, if possible. Place warning signs along work zone to warn oncoming traffic in both directions. Spotters required when backing up in confined areas, in the vicinity of overhead utility lines, or where similar hazards exist. Install back-up alarms on vehicles/equipment. Vehicles/equipment equipped with hazard lights shall energize hazard lights when operating in work zones.

Equipment to be Used:

The minimum acceptable level of PPE for this project in all zones and work areas includes hard hats, safety glasses/goggles, long pants, shirts with a minimum 4" sleeve length, high-visibility, reflective safety vests, and steel-toed/thick-soled safety boots. In addition to minimum PPE required, personnel should wear hearing protection, eye and face protection, and chainsaw chaps.

Inspection Requirements:

General PPE will be inspected before donning for integrity and completeness.

Training Requirements:

All operators, drivers and ground personnel shall be qualified by their employer for each specific task. Drivers must have appropriate license for the vehicle which is being driven.

General Requirements:

Personnel receive project-specific safety indoctrination and special orientation prior to work performed in the field.

General Safety Requirements for Chainsaw Operations:

- Properly sharpen chainsaw blades and properly lubricate the blade with bar and chain oil. Additionally, the operator will periodically check and adjust the tension of the chainsaw blade to ensure good cutting action.
- Work in a cleared work area (i.e., clear loose debris before cutting).
- Do not smoke when handling a chainsaw.
- Choose the proper size of chainsaw to match the job, and include safety features such as a chain brake, front and rear hand guards, stop switch, chain catcher and a spark arrester.
- Wear the appropriate protective equipment, including hard hat, chainsaw face shield, hearing protection, heavy work gloves, long sleeve shirt, cut-resistant legwear (chainsaw

chaps) that extend from the waist to the top of the foot, and steel-toed boots which cover the ankle.

  - An object the size of a pea traveling at six miles an hour can knock your eyes out, so flying wood chips have the potential to cause even more damage.
  - Operating a chainsaw for longer than 12 minutes without hearing protection can damage your hearing.

- Clothing should fit well (not baggy) and be free of dangling or ragged edges which can become tangled in the saw.
- Never drop start a chainsaw. Start the saw by placing it on firm ground. Make sure the guide bar and chain are clear of any obstructions.
- Always hold a running saw firmly with both hands. Whether you are right or left-handed, your right hand should be at the rear handle and trigger and your left hand should be on the front handle bar.
- Make sure your feet are firmly planted on the ground.
- Do not cut around power lines until the lines are verified as being de-energized.
- Always cut at waist level or below to ensure that you maintain secure control over the chainsaw.
- Cut to minimize kickback, the cause of many chainsaw accidents. Kickback is the reactive force that happens when the nose or tip of the guide bar comes in contact with a solid object or is pinched and recoils toward the operator. To avoid kickback:
  - Never cut with the tip of the saw.
  - Stand at an angle when cutting, so the saw will miss your head and neck.
  - Keep your left elbow stiff while cutting.
- Do not cut on old wood unless you are positive the wood is free of nails, screws, and other metal objects.
- Take frequent breaks. Many injuries occur because the operator got tired or withstood long periods of saw vibration.
- Keep bystanders or coworkers at least two tree lengths (at least 150 feet) away from anyone felling a tree and at least 30 feet from anyone operating a chainsaw to remove limbs or cut a fallen tree.
- Allow saw to cool and vent fuel dispensing container before refueling.
- If injury occurs, apply direct pressure over site(s) of heavy bleeding; this act may save lives.

3.7 VEGETATIVE LOAD TRIMMING

Analyzed by: Eugene Taylor, MS, CSHM

Principal Steps	Potential Hazards	Recommended Controls
Extract Saw from Storage Location	1) Cuts, abrasions, and other injuries from kick-backs or incidental contact with the saw 2) Face and eye hazards 3) Exposure to noise in excess of 85 dB(A)	1) In addition to minimum required PPE, operators shall wear gloves to prevent cuts and abrasions. The saw shall be stored in a safe and secure location for ease of access and to prevent damage or injury while traveling.
Fueling of Gas Powered Saw	1) Personnel, vehicles, or equipment struck by vehicles and/or equipment	1) Only fuels approved by the manufacturer shall be used. Fuel must be stored in an approved container. Funnels should be used to minimize spills. Fueling shall not take place near open flames or ignition sources. Smoking within 50 feet a fueling location is strictly prohibited. 2) In the event that fuel is spilled, appropriate measure shall be taken to ensure that the spill is cleaned up completely. It shall not be assumed that the spilled material will evaporate. When fuel is spilled on clothing, clothing shall be removed and replaced and cleaned before being worn again.
Gasoline Powered Saw Start-up	1) Cuts, abrasions, and other injuries from kick-backs or incidental contact with the saw 2) Face and eye hazards 3) Exposure to noise in excess of 85 dB(A)	1) The pole saw operator shall refer to the manufacturer's operations manual as to the proper start up position. The pole saw shall be started on a solid surface where the operator has balance and control balance. Operators shall have prior experience. 2) The operator shall start the pole saw away from other employees.
Traffic Control	1) Personnel, vehicles, or equipment struck by vehicles and/or equipment	1) Traffic control devices shall be set up, where appropriate per the MUTCD. Flaggers at either end of the work zone. Flaggers will use stop/slow paddles. Block one lane of traffic only, if possible. Place warning signs along work zone to warn oncoming traffic in both directions. Spotters required when backing up in confined areas, in the vicinity of overhead utility lines, or where similar hazards exist. Install back-up alarms on vehicles/equipment. Vehicles/equipment equipped with hazard lights shall energize hazard lights when operating in work zones.
Trimming loads	1) Cuts, abrasions, and other injuries from kick-backs or incidental contact with the saw 2) Face and eye hazards 3) Exposure to noise in excess of 85 dB(A)	1) The pole saw operator shall never cut directly overhead. The operator must cut limbs even with the side boards of the hauling unit. All employees must remain clear of the trimming area unless they are performing a spotter or flagger operation. Hauling unit driver/operators shall remain in the cabs of the vehicles. At no time shall trimming occur when the possibility exist for debris to fall on them. The traffic control zone shall be so established to allow for safe dropping of trimmed debris. The hauling unit operator shall position the unit in the optimum position to ensure the safety of employees and passing vehicles.

Equipment to be Used:

- The minimum acceptable level of PPE for this project in all zones and work areas includes hard hats, safety glasses/goggles, long pants, shirts with a minimum 4" sleeve length, high-visibility, reflective safety vests, and steel-toed/thick-soled safety boots. In addition to minimum PPE required, personnel should wear hearing protection and gloves.

- A gasoline powered or manual pole saw shall only be used for this operation. Chainsaws or other cutting instruments that require operators to climb and use the saw from elevated positions are prohibited. Chainsaws shall not be operated above shoulder level.

Inspection Requirements:

General PPE will be inspected before donning for integrity and completeness. Pole saws shall be inspected prior to use to ensure that the tool functions properly and is maintained per the manufacturer recommendations. Saw teeth or blades must be sharpened according to manufacturer's instructions and to a degree that will ensure the most efficient cut. The pole and structural apparatus must be inspected to ensure no cracks or visible damage exists. If any damage is discovered during inspection the pole saw shall be removed from service and tagged out-of-service as "damaged" or "defective". The pole saw shall not be allowed back in service until it is repaired per the manufacturer's specifications and re-inspected.

Training Requirements:

All operators shall be qualified by their employer for each specific task. Saw operators shall have experience in the use of the saw and be familiar with the manufacturer's requirements for safe use.

General Requirements:

Personnel shall receive project-specific safety indoctrination prior to work performed in the field.

General Safety Requirements for Vegetative Load Trimming:

- Whenever possible, the loading unit shall trim the load as safe as possible to reduce the amount of trimming necessary by a pole saw operator.
- Refer to the table above for trimming activity.
- All vegetative loads shall be trimmed to prevent debris from extending beyond the side boards of the hauling unit. Vegetative material shall not extend beyond two feet above the top edge of the side boards.
- Whenever possible and will not create a greater hazard, Trucks should be moved to a safe location for the pole saw operator to trim the load. Loads shall not be hauled on publicly traveled roads without trimming before moving.

APPENDIX 1

Debris Management Safety Metric Form

Debris Management Safety Metric Form

Date: _____ Time:_____ Area/Section:_____
Address (Streets):_____ Contractor:_____ Crew Number:_____
Number of Contractor Personnel on Crew: _____

Item No.	PPE Safety Requirement	RAC Code	# in Crew	Item No.	Work Practices Safety Requirement	RAC Code	# in Crew
a.	Personnel not wearing appropriate foot protection.	3		r.	Chainsaw operators are not stopping equipment operation in the presence of unprotected pedestrians.	2	
b.	Workers handling materials are not wearing gloves.	3		s.	Chainsaw operators are not wearing chaps.	2	
c.	Crew are not wearing appropriate PPE for work activities.	3		t.	Chainsaw operators are not wearing gloves.	2	
d.	Personnel are not wearing eye protection.	3		u.	Chainsaw operators are not wearing hearing protection.	2	
e.	Personnel are not wearing protective suits.	3		v.	Chainsaw operators are not wearing eye/face protection.	2	
f.	Personnel are not wearing shirts with a minimum 4” sleeve.	3		w.	Chainsaw operators are cutting materials inappropriately, e.g., inside equipment/vehicles.	1	
g.	Personnel are not wearing long pants.	3		x.	Work crews are not avoiding electrical hazards.	1	
h.	Personnel are not donning/doffing PPE correctly.	3		y.	Employees are riding on equipment or in the rear of pick-up trucks.	2	
i.	Personnel are not following requested safety corrections.	4		z.	Area to be cleaned was not properly assessed for utilities, fencing, electrical, or other hazards.	2	
j.	Personnel are not wearing respirators or wearing the proper respirator.	3		aa.	Personnel are standing under or too close to equipment or vehicles in operation/motion.	2	
k.	Personnel are not wearing head protection.	3		bb.	Equipment is not in good repair.	2	
Item No.	**Equipment/Vehicle Safety Requirement**	**RAC Code**	**# in Crew**	**Item No.**	**Traffic Control Safety**	**RAC Code**	**# in Crew**
l.	Equipment operators are not wearing seatbelts or seatbelts are not installed.	3		cc.	Traffic control devices, including signage/cones are not properly placed.	4	
m.	Equipment is operated in an unsafe manner.	2		dd.	Flaggers are not present or not using proper signaling devices (paddle signs).	2	
n.	Back-up alarms are not installed or not operating.	2		ee.	Personnel are not wearing safety vests.	4	
o.	Trucks are loaded with brush overhangs (not trimmed).	2		ff.	Spotters are not present and directing equipment/ vehicle movement properly.	2	
p.	Trucks have inadequate means to prevent falling debris.	2		gg.	Trucks are dumping too close to other vehicles/equipment at debris sites.	2	
q.	Equipment/vehicles are equipped with lights and windshield.	3					

Completed items denotes corrective action implemented ----------RAC Codes - Risk Assessment Codes: 1 (Critical Risk) 2 (Serious Risk), 3 (Moderate Risk), 4 (Minor or Procedural). RAC Codes 1 and 2 require additional information under comments below.

Corrective Action/Comments:

_____

_____

_____

P&J Site Safety Officer:_____

Appendix III: Letters of Commendationand Performance Evaluations

SOLID WASTE AUTHORITY

YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

December 13, 2017

To: Whom it May Concern

From: John Archambo, Director
Customer Relations

Subject: Phillips & Jordan Emergency Debris Management Services

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Palm Beach County was impacted by Hurricane Irma on Sunday, September 10, 2017, which generated approximately 3 million cubic yards of storm debris to be collected, reduced and transported to a final disposal (recycling) destination.

The Solid Waste Authority of Palm Beach County (SWA) is the agency responsible for the cleanup of storm debris impacting the County. Phillips & Jordan has and continues to play a key role removing, processing and transporting eligible storm debris material to a final destination in a very safe and timely manner.

Phillips & Jordan's constant communication before, during and after Hurricane Irma provided a true sense of confidence in the task before us. Their management team began certifying collection equipment the following day. In addition, they opened and began operating five (5) temporary debris sites (TDRS) within a two day period. Their proactive approach put Palm Beach County well ahead of many other counties impacted by Irma's landfall in terms of cleanup.

They are a proven and experienced disaster response team that will exceed a customer's expectations at every turn. Phillips & Jordan always provides a very high quality team of managers that communicate and organize an outstanding cleanup effort.

The Phillips & Jordan team are also well aware of all FEMA eligibility requirements, responding immediately to any and all challenges presented during a natural disaster.

It is truly a pleasure working with the Phillips & Jordan team and I can assure you this company will not disappoint.

You may feel free to contact me at 561-697-2700, ext 4725 if you require any further information.

7501 North Jog Road, West Palm Beach, Florida 33412 • (561) 640-4000 • FAX (561) 640-3400
Customer Information Services: (561) 697-2700 • Toll-Free: 1 (866) 792-4636

Recycled Paper

SCDOT
South Carolina
Department of Transportation

August 8, 2016

Phillips & Jordan, Inc.
10201 Parkside Drive, Suite 300
Knoxville, TN 39722

Subject: Phillips & Jordan's Past Performance Providing Disaster Debris Management to the South Carolina Department of Transportation

To Whom It May Concern:

In October of 2015, an unusual and complex weather pattern brought heavy, continuous rainfall to South Carolina, equivalent to a 1000-year rain event. This record precipitation resulted in catastrophic flooding when numerous dams were breached or collapsed and rivers burst their banks washing away roads, bridges, vehicles, and homes. As a result, the South Carolina Department of Transportation (SCDOT) activated Phillips & Jordan's pre-positioned contract for Disaster Recovery Assistance to provide debris management services to Berkeley and Dorchester Counties. Phillips & Jordan also previously assisted SCDOT with debris management in Williamsburg and Florence Counties following the 2014 ice storm.

In both activations, Phillips & Jordan quickly mobilized and began debris management operations. The project team was accessible, responsive, knowledgeable, and professionally implemented a recovery plan. In both disaster responses, the Phillips & Jordan team has been flexible and able to address evolving project plans, and successfully executed the scope of work in each assigned county.

We appreciate Phillips & Jordan's continued support with post-event clean-up and are pleased to have them as a part of our disaster response and recovery team. Please feel free to use this letter as a positive recommendation attesting to Phillips & Jordan's ability to successfully provide disaster debris management services.

Sincerely,

David B. Cook, PE
State Maintenance Engineer
(803) 737-1290

COLORADO
Department of Transportation
Region 4
10601 West 10th Street
Greeley, CO 80634
(970) 350-2149 (Fax) (970) 350-2181

March 2, 2016

Phillips & Jordan, Inc.
10201 Parkside Drive, Suite 300
Knoxville, TN 39722

ER 0341-078
US 34, Loveland – Estes Park
Subaccount 19802

Subject: Phillips & Jordan's Performance on 2013 Flood Debris Removal Project

To whom it may concern:

In September of 2013, historic rains along Colorado's Front Range resulted in catastrophic flooding to seventeen counties and over a dozen towns and cities from Colorado Springs north to Fort Collins. From September 9 through September 15, 2013, the storms brought record rainfall totals of above 600% of the average precipitation for September, causing six major rivers/tributaries to flood.

Phillips & Jordan was awarded a contract by the Colorado Department of Transportation (CDOT) to provide debris management services in six affected counties in North-Central Colorado, including Boulder, Jefferson, Larimer, Logan, Morgan, and Weld Counties. Phillips & Jordan quickly mobilized to begin operations, removing flood-generated debris from the right-of-way of state-maintained roads in the assigned counties, an area covering over 200 square miles. Phillips & Jordan was also tasked with debris removal from beneath state-maintained bridges, to reduce the threat of additional damage from spring-thaw flood waters anticipated to later impact these same waterways. Phillips & Jordan also assisted the State in crushing over 5,000 cubic yards of rock and sediment to be re-used by CDOT.

I would highly recommend Phillips & Jordan's response and recovery services supporting disaster debris management to other entities. The firm's depth of resources allowed the project team to come up with innovative solutions to meet our specific project needs. Additionally, Phillips & Jordan's ability to quickly mobilize and ramp up operations, combined with the firm's knowledge of and ability to comply with federal guidance and regulations, was essential to CDOT's meeting critical deadlines and receiving the maximum allowed reimbursement for our flood response efforts.

Sincerely yours,

Gray Currier, PE
Project Engineer

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

January 28, 2013

Edd Satterfield, Asst. Vice President
Phillips & Jordan
PO Drawer 604
191 P&J Road
Robbinsville, NC 28771

Sir:

As you know, Suffolk County along with the State of New York suffered so much tremendous destruction due to Super Storm Sandy. In times like these with so much going on people often get overlooked. I did not want that to happen in the case of Rex Wilson. Although there were many people from your company that played a part of our recovery, Rex's efforts were outstanding. His efforts on so many levels to help lessen that burden on Suffolk County were outstanding.

He helped to coordinate the collection of over 1 million yards of vegetative debris. His efforts and dedication to detail, along with the knowledge was pivotal in our debris management efforts. Every day Rex would advise us on details of the operation including checking on all crews, following FEMA and Local Government rules and assisting with checking trucks in, stump removal, brush cleanup and burn box operation. All of this was handled with extreme professionalism.

You can be proud of Rex and his representation of your company. Again our sincere thanks to Rex as well as Phillips & Jordan for a job well done.

Very truly yours,

Gilbert Anderson, P.E.
Commissioner

GA/bd
cc: Phil Berdolt, Deputy Commissioner, DPW
Bob Polaski, Principal Engineering Aide
Ed Barnes, Maintenance Mechanic IV

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

335 YAPHANK AVENUE ■ **YAPHANK, N.Y. 11980** ■ **(631) 852-4010**
FAX (631) 852-4150

CITY OF MOODY

670 PARK AVENUE • MOODY, ALABAMA 35004
TELEPHONE (205) 640-5121 • FAX (205) 640-2528

MAYOR
JOE LEE

COUNCIL MEMBERS
LINDA CROWE
LYNN TAYLOR
PHILLIP DEASON
BOBBY CLEMENTS
PAUL JOHNSON

CITY CLERK
PATSY BEARD
POLICE CHIEF
BOBBY BREED
FIRE CHIEF
JOE NOBLES
BUILDING INSPECTOR
WAYNE TAYLOR
PARK DIRECTOR
MIKE STAGGS
LIBRARY DIRECTOR
PATSY SPRADLEY

August 31, 2011

To whom it may concern,

The City of Moody Alabama was seriously impacted by tornados in April 2011. We selected the USACE to manage the debris removal from our public roads and streets. The USACE contracted with Phillips and Jordan (P&J) to manage this program.

P&J did an excellent job, they were on site and operating within 10 days, and executing an outstanding program meeting and exceeding our expectations. All operations met or exceeded OSHA safety standards. Their site manager, Mr. David Everhart, was the link that kept our debris removal program on track and operating smoothly for 13 weeks.

The P&J team has superb customer service skills. They were very sensitive to stress that our citizens were going through and handled each resident with the utmost respect and consideration. The city received numerous calls from residents expressing their appreciation for the professionalism displayed by the P&J team.

P&J helped the city get back to a normal mode of operation faster than we ever thought possible. I highly recommend Phillips and Jordan and their management team should you find your self or city in need of their services.

Sincerely

Joe Lee
Mayor

CITY OF MOODY

670 PARK AVENUE • MOODY, ALABAMA 35004
TELEPHONE (205) 640-5121 • FAX (205) 640-2528

MAYOR
JOE LEE

COUNCIL MEMBERS
LINDA CROWE
PAUL JOHNSON
PHILLIP DEASON
BOBBY CLEMENTS
ROBERT VICKERY

CITY CLERK
PATSY BEARD
POLICE CHIEF
JOHNNY KILE
FIRE CHIEF
JAMES ROBINSON
BUILDING INSPECTOR
WAYNE TAYLOR
PARK DIRECTOR
MIKE STAGGS

September 1, 2011

To whom it may concern,

I am writing this letter to strongly recommend Mr. David Everhart. I know Mr. Everhart through the work he did for the City of Moody after the tornado that went through our town in April 2011. He is the site supervisor for Phillips and Jordan Emergency Response Group.

During his time in Moody, Mr. Everhart and his crews successfully completed a tremendous amount of work in a short period of time. He has been an effective communicator, serving as a supervisor to crews in different areas of St. Clair County. He has coordinated the clean up of several large residential areas while keeping the project on time and on schedule. This has not been an easy job. Our citizen's lives and homes were devastated after the storms on April 27th. There has been a tremendous amount of conflict and David has come into our community and responded with respect and compassion to our citizens.

David Everhart has distinguished himself as a natural leader and diligent supervisor. He has made an overwhelming job seem uncomplicated. David is a very personable and responsive. I would strongly recommend Mr. Everhart for any task requiring active supervision, attention to detail, following rules and regulations, and dealing with the public.

Sincerely,

Joe Lee
Mayor

David Treadwell
Special Project Coordinator

Walker County Commission

PO Box 1447
Jasper, AL 35502

Bruce Hamrick
Chairman

Open Meeting 9:30 a.m.
First & Third Mondays
Telephone (205) 384-7230
Fax (205) 384-7003

Commissioner District One
Dual Tubbs
789 Alexander Tubbs Road
Jasper, AL 35501

Commissioner District Two
Dan Wright
1019 Pleasant Grove Road
Oakman, AL 35579

Commissioner District Three
Ben Huggins
30 Huggins Road
Cordova, AL 35550

Commissioner District Four
James R. Bridges
2826 Piney Woods Sipsey Rd.
Jasper, AL 35504

August 8, 2011

To Whom It May Concern:

On April 27, 2011 numerous tornadoes struck Walker County, Alabama with devastating results. After President Obama declared Walker County a Federal Disaster, Walker County contracted with the U.S. Army Corp of Engineers to provide site management, removal and reduction for all eligible vegetative, construction and demolition debris.

The U.S. Army Corp of Engineers utilized Phillips & Jordon, Inc. as their Prime Contractor to accomplish the cleanup in Walker County. Having worked very closely with Mr. JW Culbreth and other personnel with this corporation for the past three months, I can attest to the outstanding integrity and capabilities of their personnel.

In addition to providing site management and debris cleanup services, Mr. JW Culbreth provided valuable information and guidance concerning FEMA requirements. His thorough knowledge of FEMA rules and regulations enabled Walker County to make decisions during the cleanup process that ensured compliance with the rules.

As a result of the above noted outstanding services performed by Mr. JW Culbreth and other personnel with Phillips & Jordon, Inc. the Walker County Commission does hereby highly recommend this corporation for all of your disaster debris removal needs.

Sincerely,

Bruce Hamrick
Chairman

David C. Edgil
County Engineer

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR) **NONSYSTEMS**

INCOMPLETE-RATED

1. Name/Address of Contractor (Division):
Company Name: PHILLIPS & JORDAN, INCORPORATED
Division Name:
Street Address: 8940 GALL BLVD
City, State, Zip Code: ZEPHYRHILLS FL 33541
Province/Country: US
CAGE Code:
DUNS+4 Number: 139664932
PSC: R799
NAICS Code: 562119
2. Report Type: Final Report
3. Period of Performance Being Assessed: 05/07/2011 - 09/30/2011
4a. Contract Number: W912P808D0052 CK03
4b. Business Sector & Sub-Sector: Prof/Tech/Mng Support
5. Contracting Office: XU W074 ENDIST MOBILE
6. Location of Contract Performance:
Tuscaloosa, AL
7a. Contracting Officer: SONYA D RODGERS
7b. Phone Number: 251-441-5406
8a. Contract Award Date: 05/07/2011
8b. Contract Effective Date:
9. Contract Completion Date: 09/30/2011
10. N/A
11. Awarded Dollar Value: $21,181,866
12. Current Contract Dollar Value: $21,181,866
13. Competitive
14. Contract Type: FFP
Mixed/Other:
15. Key Subcontractors and Effort Performed:
16. Program Title:
Right of Way Debris Removal - Emergency Contract to remove eligible debris from public Rights of Way at the request of the local government as a result of the Federal Disaster Declaration for the Disaster Response to Alabama Spring Tornados.

17. Contract Effort Description:
The contract required the removal and disposal of eligible debris from public Rights of Way according to the guidelines established by FEMA under the Federal Disaster Assistance program. The Contractor had to segregate, load, haul and dispose of eligible debris from designated streets and roads in the County. This was an Emergency Contract requiring a quick ramp up to begin work and an aggressive schedule to complete the work.

Small Business Utilization
Does this contract include a subcontracting plan? Yes
Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): 09/30/2011

18. Evaluate the following Areas:	**Past Rating**	**Rating**	**Trend**
a. Quality of Product or Service	N/A	Exceptional	N/A
b. Schedule	N/A	Exceptional	N/A
c. Cost Control	N/A	N/A	N/A
d. Business Relations	N/A	Exceptional	N/A
e. Management of Key Personnel	N/A	Exceptional	N/A
f. Utilization of Small Business	N/A	Exceptional	N/A
g. Other Areas:			
(1):		N/A	
(2):		N/A	
(3):		N/A	
(4):		N/A	
(5):		N/A	
(6):		N/A	
(7):		N/A	
(8):		N/A	

19. N/A
20. Assessing Official Narrative:
QUALITY OF PRODUCT OR SERVICE: Contractor demonstrates quality considerations in all aspects of job performance. The Contractor selected and managed numerous top quality subcontractors to execute the work requirements. Their automated data management system (STORM) provided timely and accurate data to assist in managing all aspects of debris management. The Contractor modified the STORM system to provide additional data at our request numerous times. The Contractors performance for the contract was excellent, they stayed on top of all the issues that would come up. They did a great job dealing with local governments. They went above and beyond to meet our demands to complete the clean-up. They required little technical assistance from the government.

SCHEDULE: The Contractor managed the schedule in an exceptional manner. They faced the challenge of staffing for an unknown completion date for many weeks. During this period, they continued to prosecute the work in a responsive and focused manner. The Contractor effectively managed the relatively high turnover of first and second level subcontractors to ensure no loss of production.

BUSINESS RELATIONS: All personnel demonstrated a high level of professionalism and ability. They were a cooperative partner that faced daily challenges with enthusiasm and problem solving skills. In the final weeks of the debris removal effort, the contractor effectively managed multiple punch lists for city and county work efforts. When the Government reps added or revised listings, the requests were met with enthusiasm and cooperation. The contractor was very helpful in coordinating with the local entities in acceptance/ completion of the project. P&J did an excellent job of Quality Control with their own QC staff. They made an effort to hire local businesses.

MANAGEMENT OF KEY PERSONNEL: The key personnel that were with P&J were all very professional in their jobs and worked well with us.

Everyone knew their job and were well trained to perform it. There was minimal turnover of key staff during the contract period.

UTILIZATION OF SMALL BUSINESS: Phillips and Jordan did an excellent job of hiring local small businesses for the debris removal work. Many of the first tier subs for debris removal were local small businesses as were the subs that managed the debris sites.

ADDITIONAL/OTHER: Phillips and Jordan provided quality service. They aggressively implemented their contract schedule, while satisfactorily controlling cost. P&J¿s business management executed a very organized contract. Project Managers for each location were very organized, knowledgeable, and responsive to requests. They were staffed adequately, were responsive to requests and conducted business in a professional manner. They have great personnel with effective skill sets selected for key positions especially when working with local entities. P&J hired multiple small businesses and assisted those small businesses with contract obligations. The Automated Data Management System they employed was an excellent resource for tracking the progress of the work and assisting in reconciling the invoicing requirements.

RECOMMENDATION: Given what I know today about the Contractor's ability to execute what they promised in their proposal, I definitely would award to them today given that I had a choice.

21. Name and Title of Assessing Official:
Name: CECIL JERNIGAN
Title: MISSION MANAGER
Office: CECO-C
Phone Number: 251-690-3558 Fax Number:
Email Address: cecil.l.jernigan@usace.army.mil
Date: 04/25/2012
22. Contractor Comments:
23. Name and Title of Contractor Representative:
Name:
Title:
Phone Number: Fax Number:
Email Address:
Date:
24. Review by Reviewing Official:
25. Name and Title of Reviewing Official:
Name:
Title:
Office:
Phone Number: Fax Number:
Email Address:
Date:

CITY OF JOPLIN MISSOURI

Public Works Department
602 S. Main Street
Joplin, MO 64801
(417) 624-0820 ext. 530
(417) 625-4738 (Fax)

March 8, 2012

To Whom It May Concern:

On May 22, 2011, The City of Joplin was devastated by a historic EF-5 Tornado that wreaked havoc throughout the community, destroying over 4500 homes and claiming the lives of 161 people. President Obama declared The City of Joplin as well as Duquesne and Jasper County Federal Disaster Areas. We were given 75 days to clean up as much debris as possible. FEMA mission assigned the U.S. Army Corp of Engineers to manage the removal of all eligible vegetative, construction and demolition debris. The U.S. Army Corps of Engineers utilized the services of Weston who used Phillips & Jordan, Inc. as their contractor to manage this program.

As the Assistant Public Works Director, I was placed in charge of the cleanup operations at the direction of the City Manager, Mark Rohr. It was my responsibility to insure that we met the deadline set forth by the President. Thanks to the efforts of Weston and their contractor Phillips and Jordan, we were able to meet the deadline for cleanup.

Weston's contractor, Phillips and Jordan, performed the initial cleanup. Due to a historic tornado and an unprecedented timeframe for cleanup, a historic and unprecedented effort would be needed to meet the deadline. Phillips and Jordan were not only up to the challenge; they set the bar for speed, efficiency, and professionalism. It has been said that to whom much is asked, much is expected, and Phillips and Jordan delivered a cleanup effort worthy of the ages. Their hard work and dedication were greatly appreciated. It was the efforts of the Phillips and Jordan team that enabled The City of Joplin to meet its deadline. Their customer service skills were outstanding as the staff was respectful and sensitive to the concerns and stress of our citizens.

The City of Joplin is very grateful for the exceptional services of Phillips and Jordan and I highly recommend their team for all of your disaster removal needs.

Sincerely,

Jack Schaller

Jack Schaller, P.E.
Asst. Director of Public Works

Print Close

CONTRACTOR PERFORMANCE ASSESSMENT REPORT For Official Use Only - (Source Selection Sensitive Information, See FAR 2.101 , 3.104, AND 42.1503)	CONSTRUCTION

Contract Number: W912P805D0022

Order Number:

CEC/DUNS Number: 139664932

Evaluation Type: FINAL100% Completed

Termination Type: NONE

Contractor Type:

Contractor Name and Address

Company Name: PHILLIPS & JORDAN, INCORPORATED
Division Name:
Street Address: 8940 GALL BLVD
City, State, Zip Code: ZEPHYRHILLS FL 33541
Country: USA
NAICS: 562910
SIC Code:

Procurement Method: NEGOTIATED

Type of Contract: FIRM FIXED PRICE

Description and Location of Work:

DEBRIS REMOVAL, SITE MANAGEMENT AND DEBRIS REDUCTION, HURRICANE KATRINA FOR THE STATES OF LOUISIANA AND MISSISSIPPI.

Type and Percent of Subcontracting:

SMALL BUSINESS 73.5% TOTAL SDB 10.6% TOTAL WOSB 11% TOTAL HUBZ 3.2% TOTAL SDV 3%

Amount of Basic Contract	Total Amount of Modifications	Liquid Damages Assessed	Net Amount Paid Contractor
$1,000,000,000.000			$448,485,358.000
Award Date	**Original Completion Date**	**Revised Completion Date**	**Date Work Accepted**
2005-09-15	2007-09-30		2007-09-30

A common five level assessment rating system is used to evaluate a contractor's performance. Ratings range from Unsatisfactory to Outstanding. Here's a breakdown of each category:

Rating	Definition
Outstanding	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Above Average	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
	Performance does not meet some contractual requirements. The element being assessed reflects a serious

Marginal	problem for which the contractor has not yet identified corrective actions.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Performance Evaluation of Contractor

Overall Rating:OUTSTANDING

Evaluated By:
Organization: U.S.ARMY CORPS OF ENGINEERS, MEMPHIS DISTRICT
Phone: 901-544-3047
FTS: Autovon:
Name: RICHARD T. WISDOM
Title: CONTRACTING OFFICER
Date: 2008-10-06

Reviewed By:
Organization: MEMPHIS DISTRICT COE
Phone: (901)544-3117
FTS: Autovon:
Name: JEAN TODD
Title: CHIEF, DISTRICT CONTRACTING
Date: 2008-12-01

Quality

Quality of Workmanship:	OUTSTANDING
Adequacy of the CQC Plan:	OUTSTANDING
Implementation of the CQC Plan:	OUTSTANDING
Quality of QC Documentation:	ABOVE AVERAGE
Storage of Materials:	
Adequacy of Materials:	ABOVE AVERAGE
Adequacy of Submittals:	OUTSTANDING
Adequacy of QC Testing:	OUTSTANDING
Adequacy of As-Builts:	ABOVE AVERAGE
Use of Specified Materials:	
Identification/Correction of Deficient Work:	OUTSTANDING

Effectiveness of Management/Business Relations

Cooperation and Responsiveness:	OUTSTANDING
Management of Resources/Personnel:	OUTSTANDING
Coordination and Control of Subcontractors:	ABOVE AVERAGE
Adequacy of Site Cleanup:	OUTSTANDING
Effectiveness of Job Site Supervision:	OUTSTANDING
Compliance with Laws and Regulations:	ABOVE AVERAGE
Professional Conduct:	OUTSTANDING
Review/Resolution of Subcontractor's Issues:	ABOVE AVERAGE

Implementation of Subcontracting Plan: OUTSTANDING

Timeliness of Performance

Adequacy of Initial Progress Schedule: OUTSTANDING

Adherence to Approved Schedule: OUTSTANDING

Resolution of Delays: OUTSTANDING

Submission of Required Documentation: OUTSTANDING

Completion of Punchlist Items: ABOVE AVERAGE

Submission of Updated and Revised Progress Schedules: OUTSTANDING

Warranty Response: ABOVE AVERAGE

Compliance with Labor Standards

Correction of Noted Deficiencies: OUTSTANDING

Payrolls Properly Completed and Submitted: OUTSTANDING

Compliance with Labor Laws and Regulations: ABOVE AVERAGE

Compliance with Safety Standards

Adequacy of Safety Plan: OUTSTANDING

Implementation of Safety Plan: OUTSTANDING

Correction of Noted Deficiencies: OUTSTANDING

Remarks:

Small Business Utilization:

Does this contract include a subcontracting plan?

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR):

EVALUATOR REMARKS: Phillips and Jordan worked over 3,000,000 manhours without a lost time accident. Considering the working conditions in Louisiana after hurricane Katrina that is a truly amazing accomplishment. Attention to detail and proper training of employees and subcontractors was a paramount consideration in their overall management plan. Their response to change was superb. Differing conditions and unexpected discoveries were everyday occurences. Their response time on these emergencies left nothing to be desired. After the physical completion of the 47 task orders issued under the basic contract, the Corps had the job of reconciling the differences between P&J ticket data bas and USACE data base. The contractor was extremely cooperative and responsive to requests for clarification or additional data.

CONTRACTOR REMARKS: The report was delivered/received by the contractor on 10/06/2008. The contractor neither signed nor offered comment in response to this evaluation.

REVIEWER REMARKS: Contract exceeded all expectations of this contract. Recording keeping was great and assisted in the close out of approx a $1B contract. Contract was closed withing 12 months of final action.

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: Phillips & Jordan, Incorporated
CAGE Code: 0GGP5
Address: 10201 Parkside Drive, Suite 300, Knoxville, TN 37922
DUNs Number: 003845336
Phone Number: 865.688.8342
Email Address: cpatterson@pandj.com
Point of Contact: Cecil Patterson
Contact Phone Number: 865.392.3081

2. Work Performed as: ☑ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed: 15%
If subcontractor, who was the prime (Name/Phone #): Not applicable

3. Contract Information (Detailed Questions are located on page 3 of attachment)

Contract Number: W912P8-05-D-0022
Delivery/Task Order Number (if applicable): 0047
Contract Type: ☑ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):
Contract Title: Hurricane Katrina Structural Demolition and Debris Management
Contract Location: Orleans Parish, Louisiana

Award Date (mm/dd/yy): September 30, 2006
Contract Completion Date (mm/dd/yy): September 29, 2007
Actual Completion Date (mm/dd/yy): September 29, 2007
Explain Differences: Not applicable

Original Contract Price (Award Amount): $60,000,000
Final Contract Price (*to include all modifications, if applicable*): $27,662,636
Explain Differences:
Original quantities included in this task order were substantially reduced by the stakeholders (FEMA and the City of New Orleans) due to original over-estimation of structures requiring demolition.

4. Project Description:

(1) Complexity of Work ☑ High ☐ Med ☐ Routine
(2) How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)
(3) This project involved a time-sensitive response to a natural disaster (Hurricane Katrina) in New Orleans, Louisiana in
(4) support of a federal agency (USACE) to complete demolition of 1,200 structures damaged by the storm and subsequent
(5) removal and disposal of the demolition debris.
(6)

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: US Army Corp of Engineers, Memphis District, Memphis TN
Title: Jean F. Todd, Contracting Officer
Phone Number: 540-665-3717
Email Address: jean.f.todd@usace.army.mil

6. Describe the client's role in the project:

Contracting Chief and Contracting Officer for this Mission

7. Date Questionnaire was completed (mm/dd/yy): 12/17/2013

8. Client's Signature:

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Neutral	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/ PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively	E	VG	S	M	U	N

lead, manage and control the program)						
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*		Yes			No	
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*		Yes			No	
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*		Yes			No	
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions *(explain if specific issues)*	E	VG	S	M	U	N
c) Would you hire or work with this firm again? *(If no, please explain below)*		Yes			No	
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*

This was a firm fixed price contract that was executed in an excellent manner.

U.S. Army Corps of Engineers
Louisiana Recovery Field Office
New Orleans, Louisiana

Certificate of Appreciation

Presented To

Phillips and Jordan, Inc.

For contributions to the safety program during Hurricanes Katrina and Rita recovery operations in south Louisiana by executing the hazardous debris mission for 4,329,000 man-hours without a lost-time accident from September 18, 2005 to January 9, 2006. Your efforts reflect great credit on your commitment to safety and the quality of your management and workforce.

Charles O. Smithers III
Colonel, EN
Commanding

May 9, 2007
Date

Michael F. Park
Director
Louisiana Recovery Field Office

BRENT WARR
Mayor

WILLIAM W. POWELL, P.E.
Director of Engineering

ENGINEERING DEPARTMENT
4050 Hewes Avenue
Gulfport, Mississippi 39507
Telephone (228) 868-5815
Fax (228) 868-5822

CITY *of* GULFPORT

April 7, 2006

To Whom It May Concern:

On August 29, 2005 our City was hit head-on by Hurricane Katrina, one of the worst natural disasters in U. S. history. The destruction was widespread and catastrophic

Phillips and Jordan was one of the initial contractors retained by the City for street clearing/debris hauling. They mobilized immediately with a large inventory of equipment and trucks, clearing more streets and moving more debris than all other contractors during the initial short-term contract.

When the City-wide debris contract was bid, Phillips and Jordan submitted the low bid. Again, the Company responded immediately with vast resources, including heavy equipment, trucks, manpower, technical support and management expertise to address the emergency situation.

I have found Phillips and Jordan's management to be always accessible, highly credible and very responsive to the numerous and varied problems that have arisen during the debris operations. My entire staff and I have been very please with their commitment and efficiency in moving more than 2,000,000 cubic yards of debris, both vegetative and construction and demolition, from the City of Gulfport.

Phillips and Jordan has a detailed working knowledge of FEMA rules, policies and documentation. They are also very experienced in working with all State and Federal agencies having jurisdiction, as well as with elected officials

We in the City of Gulfport have been very pleased with the performance of this Company and can, without reservation, recommend Phillips and Jordan to other municipalities facing similar problems.

I would like to particularly commend Mr. Dudley Orr and Mr. Brian Howle of Phillips and Jordan on this project. Their leadership, commitment and dedication to solving the debris-related problems in the aftermath of this catastrophe has proved invaluable to the recovery of this community, and speaks well of both themselves and Phillips and Jordan.

If additional information is needed, please call me at 228-868-5816.

Sincerely,

William W. Powell, P.E.
Director of Engineering
City of Gulfport, Mississippi

WP/cb

FOR OFFICIAL USE ONLY *(WHEN COMPLETED)*

PERFORMANCE EVALUATION (CONSTRUCTION)

1. CONTRACT NUMBER DACW29-03-D-005

2. CEC NUMBER

IMPORTANT: Be sure to complete Part III - Evaluation of Performance Elements on reverse.

PART I - GENERAL CONTRACT DATA

3. TYPE OF EVALUATION *(X one)*

[ ] INTERIM *(List percentage _____%)* [X] FINAL [ ] AMENDED

4. TERMINATED FOR DEFAULT [ ]

5. CONTRACTOR *(Name, Address, and ZIP Code)*

Phillips & Jordan, INC.
8940 Gall BLVD
Zephyrhills, FL 33541

6.a. PROCUREMENT METHOD *(X one)*

[ ] SEALED BID [X] NEGOTIATED

b. TYPE OF CONTRACT *(X one)*

[X] FIRM FIXED PRICE [ ] COST REIMBURSEMENT
[ ] OTHER *(Specify)*

7. DESCRIPTION AND LOCATION OF WORK

Hurricane Katrina recovery for the state of Alabama. Load and haul storm generated debris, removal of hazardous limbs and trees, and wet debris removal. Total of 1,803,849.00 CY of debris. Also performed beach sand removal, screening, and replacement. Removed hazardous limbs in trees for approximately 60 parks.

8. TYPE AND PERCENT OF SUBCONTRACTING

Small business goal 40%, Actual 93%

	a.	b.	c.	d.
9. FISCAL DATA ▶	a. AMOUNT OF BASIC CONTRACT $ 44,827,834.00	b. TOTAL AMOUNT OF MODIFICATIONS $	c. LIQUIDATED DAMAGES ASSESSED $	d. NET AMOUNT PAID CONTRACTOR $ 44,827,834.00
10. SIGNIFICANT DATES ▶	a. DATE OF AWARD 20050830	b. ORIGINAL CONTRACT COMPLETION DATE 20060106	c. REVISED CONTRACT COMPLETION DATE	d. DATE WORK ACCEPTED 20060106

PART II - PERFORMANCE EVALUATION OF CONTRACTOR

11. OVERALL RATING *(X appropriate block)*

[X] OUTSTANDING [ ] ABOVE AVERAGE [ ] SATISFACTORY [ ] MARGINAL [ ] UNSATISFACTORY *(Explain in Item 20 on reverse)*

12. EVALUATED BY

a. ORGANIZATION *(Name and Address (Include ZIP Code))*
US Army Corps of Engineers. 109 St. Joseph Street, Mobile, AL 36602

b. TELEPHONE NUMBER *(Include Area Code)* (251) 694-3760

c. NAME AND TITLE
Laura S. Sharpless, EM Specialist

d. SIGNATURE Laura S. Sharpless

e. DATE 20130828

13. EVALUATION REVIEWED BY

a. ORGANIZATION *(Name and Address (Include ZIP Code))*
US Army Corps of Engineers. 109 St. Joseph Street, Mobile, AL 36602

b. TELEPHONE NUMBER *(Include Area Code)* 2516902027

c. NAME AND TITLE
Hubert R. Ansley, Chief, Readiness Branch

d. SIGNATURE

e. DATE 20130828

14. AGENCY USE *(Distribution, etc.)*

PART III - EVALUATION OF PERFORMANCE ELEMENTS

N/A = NOT APPLICABLE O = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY

15. QUALITY CONTROL	N/A	O	A	S	M	U
a. QUALITY OF WORKMANSHIP			X			
b. ADEQUACY OF THE CQC PLAN			X			
c. IMPLEMENTATION OF THE CQC PLAN			X			
d. QUALITY OF QC DOCUMENTATION			X			
e. STORAGE OF MATERIALS	X					
f. ADEQUACY OF MATERIALS	X					
g. ADEQUACY OF SUBMITTALS	X					
h. ADEQUACY OF QC TESTING	X					
i. ADEQUACY OF AS-BUILTS	X					
j. USE OF SPECIFIED MATERIALS	X					
k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER			X			
17. TIMELY PERFORMANCE						
a. ADEQUACY OF INITIAL PROGRESS SCHEDULE			X			
b. ADHERENCE TO APPROVED SCHEDULE			X			
c. RESOLUTION OF DELAYS	X					
d. SUBMISSION OF REQUIRED DOCUMENTATION			X			
e. COMPLETION OF PUNCHLIST ITEMS			X			
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES			X			
g. WARRANTY RESPONSE	X					

16. EFFECTIVENESS OF MANAGEMENT	N/A	O	A	S	M	U
a. COOPERATION AND RESPONSIVENESS			X			
b. MANAGEMENT OF RESOURCES/ PERSONNEL			X			
c. COORDINATION AND CONTROL OF SUBCONTRACTOR(S)			X			
d. ADEQUACY OF SITE CLEAN-UP			X			
e. EFFECTIVENESS OF JOB-SITE SUPERVISION			X			
f. COMPLIANCE WITH LAWS AND REGULATIONS			X			
g. PROFESSIONAL CONDUCT			X			
h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES			X			
i. IMPLEMENTATION OF SUBCONTRACTING PLAN			X			
18. COMPLIANCE WITH LABOR STANDARDS						
a. CORRECTION OF NOTED DEFICIENCIES			X			
b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED			X			
c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND EEO REQUIREMENTS			X			
19. COMPLIANCE WITH SAFETY STANDARDS						
a. ADEQUACY OF SAFETY PLAN			X			
b. IMPLEMENTATION OF SAFETY PLAN			X			
c. CORRECTION OF NOTED DEFICIENCIES			X			

20. REMARKS *(Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheet(s), if needed.)*

Contractor exceeded all expectations for what proved to be a very challenging debris removal mission. Work expanded through multiple counties in south and west Alabama and included the removal of marine debris. Contractor proved to be timely and reasonable with response. Expectations were managed well. Subcontractors were held to a high standard and problems corrected timely. Negotiations were non-confrontational with reasonable pricing and adequate documentation. Stakeholders (state and local partners) were pleased with work quality and contractor performance. Would recommend utilizing contractor again if given the option.

SWA
SOLID WASTE AUTHORITY

YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

December 12, 2005

Mr. Dudley Orr
Assistant Vice President
Phillips & Jordan, Inc.
16 Court Street
Robbinsville, NC 28771

Dear Mr. Orr,

For the second consecutive year the Solid Waste Authority (SWA) had to implement its County Wide Debris Management Plan following the landfall of Hurricane Wilma on October 24, 2005.

Within 45 days nearly 3 million cubic yards of hurricane debris had been collected county-wide and delivered to 8 strategically placed temporary disposal sites throughout Palm Beach County. Within the same time frame more than 280,000 cubic yards of mulch and 331,000 cubic yards of mixed and C&D had been removed from the sites.

Mr. Greg McDonald operated the Wallis Road site and his outstanding communication, grinding efforts and overall site management exceeded all expectations. Many times he went beyond the call of duty to provide the highest level of services possible and we are proud to have been a cooperative partner.

On behalf of SWA and all residents of unincorporated Palm Beach County, please allow me to thank you and members of your team like Greg for an incredible job.

Sincerely,

John D. Booth, P.E., DEE
Executive Director

Cc: Greg McDonald, Classic Transport Inc./McDonald Trucking
Ted Williams, Phillips & Jordan, Inc.

7501 North Jog Road, West Palm Beach, Florida 33412 (561) 640-4000 Fax (561) 640-3400
Customer Information Services: (561) 697-2700 • South and West County: 1-(866) 792-4636

Recycled paper

FOR OFFICIAL USE ONLY *(WHEN COMPLETED)*

PERFORMANCE EVALUATION (CONSTRUCTION)

1. CONTRACT NUMBER: DACW29-03-D-005
2. CEC NUMBER:

IMPORTANT: Be sure to complete Part III - Evaluation of Performance Elements on reverse.

PART I - GENERAL CONTRACT DATA

3. TYPE OF EVALUATION *(X one)*

[ ] INTERIM *(List percentage _____%)* [X] FINAL [ ] AMENDED

4. TERMINATED FOR DEFAULT [ ]

5. CONTRACTOR *(Name, Address, and ZIP Code)*

Phillips & Jordan, Inc.
8940 Gall Blvd.
Zephyrthills, FL 33541

6.a. PROCUREMENT METHOD *(X one)*

[ ] SEALED BID [X] NEGOTIATED

b. TYPE OF CONTRACT *(X one)*

[ ] FIRM FIXED PRICE [ ] COST REIMBURSEMENT
[X] OTHER *(Specify)* IDIQ

7. DESCRIPTION AND LOCATION OF WORK

Following Hurricane Ivan's landfall on September 16, 2004, Phillips and Jordan's (P&J) US Army Corps of Engineers contract was activated for disaster response in Alabama. P&J immediately mobilized equipment and personnel to multiple locations throughout Alabama, including Baldwin County, Mobile County, Monroe County, Escambia County, Clark County, Washington County, and Butler County. P&J provided diverse services such as emergency road clearance, sand removal, debris removal (vegetative and C&D), Temporary Debris Storage and Reduction Site setup, operation, management, and closeout, burning, grinding, beach rebuilding, white goods pickup and processing, and health and safety services. Ultimately, P&J loaded, hauled, and disposed of over 3,000,000 cubic yards of debris and met all timetables established by the local municipalities, the State of Alabama, and the US Army Corps of Engineering in partnership with the Federal Emergency Management Agency.

8. TYPE AND PERCENT OF SUBCONTRACTING

Small business goal 40%, Actual 84%

	a.	b.	c.	d.
9. FISCAL DATA ▶	a. AMOUNT OF BASIC CONTRACT $ 54,837,051.00	b. TOTAL AMOUNT OF MODIFICATIONS $ 0.00	c. LIQUIDATED DAMAGES ASSESSED $ 0.00	d. NET AMOUNT PAID CONTRACTOR $ 54,837,051.00
10. SIGNIFICANT DATES ▶	a. DATE OF AWARD 904	b. ORIGINAL CONTRACT COMPLETION DATE 305	c. REVISED CONTRACT COMPLETION DATE	d. DATE WORK ACCEPTED 505

PART II - PERFORMANCE EVALUATION OF CONTRACTOR

11. OVERALL RATING *(X appropriate block)*

[X] OUTSTANDING [ ] ABOVE AVERAGE [ ] SATISFACTORY [ ] MARGINAL [ ] UNSATISFACTORY *(Explain in Item 20 on reverse)*

12. EVALUATED BY

a. ORGANIZATION *(Name and Address (Include ZIP Code))*
US Army Corps of Engineers, 69 Darlington Ave., Wilmington, NC 28403

b. TELEPHONE NUMBER *(Include Area Code)*
(910) 251-4546

c. NAME AND TITLE
Ben D. Lackey Jr, PE, COR/Assist. Area Engineer

d. SIGNATURE
Ben D Lackey Jr

e. DATE
Aug 28, 2013

13. EVALUATION REVIEWED BY

a. ORGANIZATION *(Name and Address (Include ZIP Code))*

b. TELEPHONE NUMBER *(Include Area Code)*

c. NAME AND TITLE

d. SIGNATURE

e. DATE

14. AGENCY USE *(Distribution, etc.)*

PART III - EVALUATION OF PERFORMANCE ELEMENTS

N/A = NOT APPLICABLE O = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY

15. QUALITY CONTROL	N/A	O	A	S	M	U
a. QUALITY OF WORKMANSHIP		X				
b. ADEQUACY OF THE CQC PLAN			X			
c. IMPLEMENTATION OF THE CQC PLAN		X				
d. QUALITY OF QC DOCUMENTATION		X				
e. STORAGE OF MATERIALS	X					
f. ADEQUACY OF MATERIALS	X					
g. ADEQUACY OF SUBMITTALS		X				
h. ADEQUACY OF QC TESTING	X					
i. ADEQUACY OF AS-BUILTS	X					
j. USE OF SPECIFIED MATERIALS		X				
k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER		X				
17. TIMELY PERFORMANCE						
a. ADEQUACY OF INITIAL PROGRESS SCHEDULE		X				
b. ADHERENCE TO APPROVED SCHEDULE		X				
c. RESOLUTION OF DELAYS		X				
d. SUBMISSION OF REQUIRED DOCUMENTATION		X				
e. COMPLETION OF PUNCHLIST ITEMS		X				
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES			X			
g. WARRANTY RESPONSE	X					

16. EFFECTIVENESS OF MANAGEMENT	N/A	O	A	S	M	U
a. COOPERATION AND RESPONSIVENESS		X				
b. MANAGEMENT OF RESOURCES/ PERSONNEL		X				
c. COORDINATION AND CONTROL OF SUBCONTRACTOR(S)		X				
d. ADEQUACY OF SITE CLEAN-UP		X				
e. EFFECTIVENESS OF JOB-SITE SUPERVISION		X				
f. COMPLIANCE WITH LAWS AND REGULATIONS		X				
g. PROFESSIONAL CONDUCT		X				
h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES		X				
i. IMPLEMENTATION OF SUBCONTRACTING PLAN		X				
18. COMPLIANCE WITH LABOR STANDARDS						
a. CORRECTION OF NOTED DEFICIENCIES		X				
b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED		X				
c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND EEO REQUIREMENTS		X				
19. COMPLIANCE WITH SAFETY STANDARDS						
a. ADEQUACY OF SAFETY PLAN		X				
b. IMPLEMENTATION OF SAFETY PLAN		X				
c. CORRECTION OF NOTED DEFICIENCIES		X				

20. REMARKS *(Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheet(s), if needed.)*

P&J expedited the mobilization of equipment and personnel to multiple locations throughout Alabama, including Baldwin County, Mobile County, Monroe County, Escambia County, Clark County, Washington County, and Butler County to begin removing debris and allow for the safe response of emergency personnel and equipment immediately after Hurricane Ivan made landfall in September 2004. They coordinated and executed all work in a professional manner. The P&J personnel were a pleasure to work with and performed the work very timely and efficiently. They worked diligently to satisfy all the customers with the quality of their work. They set the standard for clean up of the Temporary Debris Storage and Reduction Site. Their work and personnel were outstanding.

EXHIBIT F
INSURANCE CERTIFICATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/1/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Scott Insurance (Knoxville,TN)
10100 Global Way
Knoxville TN 37932

CONTACT NAME: Angie Baker
PHONE (A/C, No, Ext): 865-684-1793 FAX (A/C, No): 434-455-8984
E-MAIL ADDRESS: abaker@scottins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Contractors Insurance (A)	12300
INSURER B : Allied World National Assurance Company (A)	10690
INSURER C : ACIG Insurance Company (A)	19984
INSURER D : Starr Indemnity & Liability Company (A)	38318
INSURER E : Berkley National Insurance Company (A+)	38911
INSURER F :	

INSURED PHIL-10
Phillips and Jordan, Inc.
10201 Parkside Drive, Suite 300
Knoxville TN 37922

COVERAGES **CERTIFICATE NUMBER:** 172419556 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			GL18A00037	6/1/2018	6/1/2019	EACH OCCURRENCE	$ 10,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	X XCU						PERSONAL & ADV INJURY	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			AL18000013	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
D	**UMBRELLA LIAB** X OCCUR			100585144181	6/1/2018	6/1/2019	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
C C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			WCA000003518 - All States Except Monopolistic & WCA000008018 - AL, FL, ME, SC, TN, TX, VA, WV WCA000011618 - CA, GA, LA, MO, NC, PA	6/1/2018 6/1/2018 6/1/2018	6/1/2019 6/1/2019 6/1/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: 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
E B	Auto Excess Liability Professional & Pollution Liab			42-XSF-305357-01 0309-6240	6/1/2018 6/1/2018	6/1/2019 6/1/2019	Auto CSL Professional Liab: Pollution Liability:	5,000,000 10,000,000 8,000,000

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

Additional Excess Liability Limits effective 6/1/18 - 6/1/19:
$10,000,000 - Allied World National Assurance Company (A), Policy #0311-3675

Additional Automobile Liability Limits for Florida Auto Exposure Only effective 6/1/18 - 6/1/19:
$5,000,000 - Zurich American Insurance (A+), Policy #BAP926555308

Re: Disaster Debris Removal Services; Job #Div 41; Owner Project #RFP 2018-009
City of Coral Gables is added as Additional Insured as respects General Liability and Auto Liability on a primary & non-contributory basis and Waiver of
See Attached...

CERTIFICATE HOLDER

City of Coral Gables
Insurance Compliance
P.O. Box 100085-CE
Duluth GA 30096

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Karen Jones

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AGENCY CUSTOMER ID: PHIL-10

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Scott Insurance (Knoxville,TN)	Phillips and Jordan, Inc. 10201 Parkside Drive, Suite 300 Knoxville TN 37922
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Subrogation applies to General Liability, Auto Liability and Workers Compensation if required by written contract with the Named Insured.
30 day notice of cancellation will be provided to the certificate holder except for nonpayment of premium.

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ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE PART

Any person or organization you are required by contract to include as an additional insured on this policy is an "insured" but only with respect to liability arising out of the ownership, maintenance or use of an "auto" in the operations incidental to the contract and to the extent set forth below:

(1) The limit of insurance will not be greater than that required by such contract.

(2) The coverage provided to the additional insured will not be greater than that customarily provided by the policy forms specified in and required by the contract.

(3) All insuring agreements, exclusions and conditions of this policy will apply.

(4) In no event shall the coverage or limit of insurance in this coverage form be increased by such contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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: **same as policy eff. date unless otherwise indicated above**.

Policy Effective: 6/1/2018 Policy No.: AL18000013 Endorsement No.:

Insured: Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc. Premium $Insurance

Company: American Contractors Insurance Co RRG

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE PART

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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.)

Policy Effective: 6/1/2018 Policy No.: AL18000013 Endorsement No.:

Insured: Phillips Infrastructure Holdings, Inc.; Phillips & Jordan, Inc. Premium $Insurance

Company: American Contractors Insurance Co RRG

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE PART

Section III – Business Auto Conditions, 2.l., General Conditions, Transfer of Your Rights and Duties Under This Policy, is amended by the addition of the following:

All rights of recovery against others are waived hereunder to the extent required by contract executed prior to “accident” or “loss” and with respect to such insurance provided by this policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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: 6/1/2018 Policy No.: AL18000013 Endorsement No.: 10

Policy Effective: 6/1/2018 Premium $

Insured: Phillips Infrastructure Holdings, Inc. ; Phillips & Jordan, Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

A. Who is an Insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.

B. The insurance provided to the additional insured is subject to the following limitations:

1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.

2. Unless specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.

3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.

4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:

   a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
   b) Supervisory, inspection, architectural or engineering services.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.

6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.

C. In no event shall the insurance provided to the additional insured exceed the scope of coverage, including minimum limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.

D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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: 6/1/2018 Policy No.: GL18A00037 Endorsement No.: 9

Policy Effective: 6/1/2018 Premium $

Insured: Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Who Is An Insured (Section II) is amended to include as an insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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

   This insurance does not apply:

   1. To any "occurrence" which takes place after the equipment lease expires;

   2. To "bodily injury" or "property damage" arising out of the sole negligence of such person or organization.

C. This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including limits, required by the contract.

D. It is agreed and understood no other additional insured endorsement attached to this policy will apply unless such a person or organization is specifically designated in that endorsement.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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: 6/1/2018 Policy No.: GL18A00037 Endorsement No.: 20

Policy Effective: 6/1/2018 Premium $

Insured: Phillips Infrastructure Holdings, Inc. ; Phillips & Jordan, Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Premises (Part Leased to You):

Any premises leased to you where you are required by a lease agreement to add a person or organization as an additional insured.

Name of Person or Organization (Additional Insured):

As required by the lease agreement.

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises.

(2) Structural alternations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.

The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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: 6/1/2018 Policy No.: GL18A00037 Endorsement No.: 26

Policy Effective: 6/1/2018 Premium $

Insured: Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State or Governmental Agency or Subdivision or Political Subdivision:

Any state or political subdivision that you are required to include as an additional insured as a condition for issuance of a permit or authorization.

Who Is An Insured (Section II) is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, 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 governmental agency or subdivision or political subdivision has issued a permit or authorization.

(2) This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by any insured, including:

(1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.

The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a condition for the issuance of the permit or authorization requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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: 6/1/2018 Policy No.: GL18A00037 Endorsement No.: 29

Policy Effective: 6/1/2018 Premium $

Insured: Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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: 6/1/2018 Policy No.: GL18A00037 Endorsement No.: 23

Policy Effective: 6/1/2018 Premium $

Insured: Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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". This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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: 6/1/2018 Policy No.: GL18A00037 Endorsement No.: 16

Policy Effective: 6/1/2018 Premium $

Insured: Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice:

   60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

   All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is not applicable in the states of Arizona, Connecticut, New Jersey, North Carolina, Texas or Wisconsin.

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: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2018 Policy No. WCA000011618 Endorsement No.

Premium $

Insured Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Carrier Name/Code: ACIG Insurance Company

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will advise the certificate holder shown in the schedule below.

This endorsement does not change the policy to which it is attached or operate directly or indirectly to benefit anyone.

Schedule

1. Number of days advance notice:

   60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Certificate Holder Name and Address:

   All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

All other terms and conditions of this policy remain unchanged.

This endorsement is only applicable in the states of Connecticut and North Carolina.

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: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 06/01/2018 Policy No. WCA000008018 Endorsement No.

Premium $

Insured Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Carrier Name/Code: ACIG Insurance Company

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice:

   60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

   All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is not applicable in the states of Arizona, Connecticut, New Jersey, North Carolina, Texas or Wisconsin.

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: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2018 Policy No. WCA000008018 Endorsement No.

Premium $

Insured Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Carrier Name/Code: ACIG Insurance Company

ARIZONA NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or if we decide to renew with materially different terms or at a substantially higher premium, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement will not apply to the insured or the Arizona Industrial Commission.

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

Schedule

1. Number of days advance notice:

   60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

   All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is only applicable in the state of Arizona.

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: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2018 Policy No. WCA000003518 Endorsement No.

Premium $

Insured Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Carrier Name/Code: ACIG Insurance Company

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will advise the certificate holder shown in the schedule below.

This endorsement does not change the policy to which it is attached or operate directly or indirectly to benefit anyone.

Schedule

1. Number of days advance notice:

   60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Certificate Holder Name and Address:

   All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

All other terms and conditions of this policy remain unchanged.

This endorsement is only applicable in the states of Connecticut and North Carolina.

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: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 06/01/2018 Policy No. WCA000003518 Endorsement No.

Premium $

Insured Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Carrier Name/Code: ACIG Insurance Company

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice:

   60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

   All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is not applicable in the states of Arizona, Connecticut, New Jersey, North Carolina, Texas or Wisconsin.

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: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2018 Policy No. WCA000003518 Endorsement No.

Premium $

Insured Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Carrier Name/Code: ACIG Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ___*___% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against.	

★ *No Additional Premium to be applied*

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: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2018 Policy No. WCA000011618 Endorsement No.

Premium $

Insured Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Carrier Name/Code: ACIG Insurance Company

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

Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

This endorsement does not apply to policies in California, Kentucky, New Jersey, Texas or Utah.
This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications.
This endorsement does not apply to policies in Kansas for private construction contracts unless the construction project involved is a consolidated or wrap-up program.

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: Same as Policy Effective Date unless otherwise indicated above.
Policy Effective Date: 6/1/2018 Policy No. WCA000011618 Endorsement No.
Premium $

Insured Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Carrier Name/Code: ACIG Insurance Company

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TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice:

   60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

   All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is only applicable in the state of Texas.

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: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2018 Policy No. WCA000008018 Endorsement No.

Premium $

Insured Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Carrier Name/Code: ACIG Insurance Company

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

Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

This endorsement does not apply to policies in California, Kentucky, New Jersey, Texas or Utah.
This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications.
This endorsement does not apply to policies in Kansas for private construction contracts unless the construction project involved is a consolidated or wrap-up program.

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: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2018 Policy No. WCA000008018 Endorsement No.

Premium $

Insured Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Carrier Name/Code: ACIG Insurance Company

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver. This waiver does not extend to the statutory right of reimbursement from a claimant who recovers any amount under Section 417.002 of the Texas Labor Code.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. This waiver does not extend to the statutory right of reimbursement under Section 417.002 of the Texas Labor Code.

2. Operations: CONSTRUCTION AND RELATED CONSTRUCTION RELATED WORK
   ALL TEXAS OPERATIONS

3. Premium:

   The premium charge of this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: $0

5. Advance Premium: $0

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: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2018 Policy No. WCA000008018 Endorsement No.

Premium $

Insured Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Carrier Name/Code: ACIG Insurance Company

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

Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

This endorsement does not apply to policies in California, Kentucky, New Jersey, Texas or Utah.
This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications.
This endorsement does not apply to policies in Kansas for private construction contracts unless the construction project involved is a consolidated or wrap-up program.

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: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2018 Policy No. WCA000003518 Endorsement No.

Premium $

Insured Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Carrier Name/Code: ACIG Insurance Company

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UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

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: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2018 Policy No. WCA000003518 Endorsement No.

Premium $

Insured Phillips Infrastructure Holdings, Inc; Phillips & Jordan, Inc.

Carrier Name/Code: ACIG Insurance Company

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EXHIBIT G
SAMPLE NOTICE TO PROCEED (NTP)

DISASTER DEBRIS REMOVAL SERVICES

Notice to Proceed (NTP) No. _____

This Notice to Proceed (NTP) is issued between the City of Coral Gables and (PROFESSIONAL) as required pursuant to the Professional Services Agreement for Disaster Debris Removal Services (RFP 2018-001).

This Task Authorization provides for services in accordance with Exhibit "A" of the Agreement and further detailed in the Scope of Work below.

The not-to-exceed amount for this NTP is $_____; exceeding this amount is at the Professional's risk (in accordance with 2 CFR §200.318 (j)).

Time is of the essence and work for this Task Authorization must be completed prior to _____.

SCOPE OF WORK:
_____
_____
_____
_____

EXHIBIT H
2 C.F.R. s. 200.317 – s.200.326

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of July 6, 2018

Title 2: Grants and Agreements
PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
Subpart D—Post Federal Award Requirements

PROCUREMENT STANDARDS

§200.317 Procurements by states.

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

§200.318 General procurement standards.

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

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

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

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

Need assistance?

EXHIBIT I
PERFORMANCE AND PAYMENT BOND

Refer to Paragraph 37.1 of the PSA

A bond will be posted upon issuance of a Notice to Proceed (NTP) or Purchase Order and shall be a sum equal to one hundred percent (100%) of the contract amount (as indicated on the NTP or PO), plus adjustments thereto, unless otherwise specified.