

**CONTRACTOR AGREEMENT  
(Disaster Debris Removal and Haul-Off Emergency Services)**

**THIS CONTRACTOR AGREEMENT** ("Agreement" hereinafter) is made this \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **TFR Enterprises**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 601 Leander Dr., Leander, TX 78641.

**RECITALS**

**WHEREAS**, the CITY is a municipal corporation organized and existing pursuant to the CITY's Charter and the Constitution of the State of Florida;

**WHEREAS**, the CITY issued Invitation for Bids # 23-123 for Disaster Debris Removal and Haul-Off Emergency Services (hereinafter "IFB"); and

**WHEREAS**, CONTRACTOR submitted a bid to perform the services described and set out in the IFB's Scope of Services, which Scope of Services is attached hereto and incorporated herein by reference as **Exhibit "A"**; and

**WHEREAS**, the CITY desires to accept the CONTRACTOR's bid for the CONTRACTOR to render the required services to the CITY as provided herein; and

**WHEREAS**, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

**WHEREAS**, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

**WHEREAS**, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

**WHEREAS**, CONTRACTOR acknowledges and agrees that any services performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

**WHEREAS**, CONTRACTOR acknowledges and agrees to the terms set forth in IFB and **Exhibit "B"**, which are the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

**WHEREAS**, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

**NOW THEREFORE**, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1. TERM**

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional one (1) year renewal options unless earlier terminated in accordance with the terms of this Agreement. The CONTRACTOR's rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after the initial term.

**2. SCOPE OF WORK**

2.1 The scope of work includes the removal and lawful disposal of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-ways immediately after a hurricane or other disaster. The CONTRACTOR understands that the CITY is entering this Agreement is to secure the services of an experienced contractor who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the debris management operations in ninety (90) days or less.

- a. The CONTRACTOR shall have a phone number at which they can be immediately contacted twenty-four hours a day.
- b. The CONTRACTOR shall work with designated CITY employees to develop schedules for the respective locations. The services shall be scheduled such that it does not disrupt CITY functions and normal day-to-day operations of the CITY.
- c. Project Manager - The CONTRACTOR shall provide a project manager who shall be responsible for the overall management and coordination of this Agreement and who shall act as the central point of contact with the CITY.
- d. On-Site Supervisor - The CONTRACTOR shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to ensure that work has been and is being performed as required under this contract.
- e. Conduct - The CITY has the sole right to request removal of any contracted employee for reasonable cause. The CONTRACTOR's supervisor shall be responsible for the conduct and performance of the CONTRACTOR's employees.
- f. Purchase order(s) - This non-exclusive agreement does not guarantee that they CITY will utilize the CONTRACTOR in any capacity or for any services identified herein. When the CITY identifies a need for the CONTRACTOR's services, the CONTRACTOR will be activated via purchase order only in the face of an emergency or immediately after an emergency. Any job requirements or rates not covered by a Purchase Order will be separately negotiated and approved via separate Change Order.

- g. Subcontractors - If subcontractor (s) are to be utilized for services, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women business enterprise and labor surplus area firms are solicited and used when possible. The CONTRACTOR shall provide a written proposal from the subcontractor(s) and attach the same with to the CONTRACTOR's proposal submitted to the CITY.

2.2 The CITY intends to activate the CONTRACTOR's services on an as-needed basis solely determined by the CITY. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) contractor. The CITY reserves the sole right to assign/reassign any or all contractors at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

2.3 The CONTRACTOR represents that it is experienced and proficient in all phases of providing disaster debris removal, Haul-Off Emergency and related services to the CITY in an event of a natural disaster or other emergency related crises.

2.4 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and IFB shall be in accordance with accepted and established trade practices, standards and procedures recognized in the CONTRACTOR's trade in general and that the supplied services shall conform to the highest standards and in accordance with this Agreement.

2.5 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.6 The scope of work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.7 The scope of work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the scope of work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the scope of work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the scope of work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the scope of work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

#### **4. FEE AND ORDERING MECHANISM**

4.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to compensation at the amount set forth in CONTRACTOR's rate attached hereto as **Exhibit "C"**. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR's rate, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish a new rate for the renewal term(s). The City Manager may approve renewals of this Agreement and rate increases deemed reasonable by the CITY.

4.2 Should the CITY require additional goods or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional goods or services being provided by the CONTRACTOR.

4.3 The CITY's ordering mechanism for the scope of work performed under this Agreement will be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30<sup>th</sup> of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

4.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will issue the CONTRACTOR with a Purchase Order specifying the work required. The CONTRACTOR shall commence the identified services upon the CITY's approval of the Purchase Order for the services and issuance of a notice to proceed.

#### **5. MAXIMUM COSTS**

5.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the scope of work in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the approved Purchase Order issued to the CONTRACTOR annually or on case by case basis**, and no additional costs shall be authorized without prior written approval from the CITY. The annual Not To Exceed amount which may be approved by the CITY Manager or designee via a CITY Purchase Order under this Agreement is **\$250,000.00** (Two Hundred Fifty Thousand Dollars).

#### **6. INVOICE & PAYMENT**

6.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

**7. AUDIT BY CITY**

7.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

**8. COPIES OF DATA/DOCUMENTS**

8.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

**9. OWNERSHIP**

9.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

**10. WRITTEN AUTHORIZATION REQUIRED**

10.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or goods. Additional services or goods provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

**11. DEFAULTS, TERMINATION OF AGREEMENT**

11.1 If the CONTRACTOR fails to timely perform the scope of work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

11.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

## **12. INSURANCE**

12.1. Prior to commencing the scope of work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

12.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

12.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$5,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Coverage shall include passenger liability.

12.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

## **13. WAIVER OF BREACH**

13.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

## **14. INDEMNITY**

14.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

14.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

14.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

14.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

14.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

#### **15. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

15.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); the scope of services attached as Exhibit "A"; all applicable federal grant requirements attached as Exhibit "B"; and, the CONTRACTOR's rate attached as Exhibit "C". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "B" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein) and the scope of services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

15.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

#### **16. ASSIGNMENT**

16.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

#### **17. SUCCESSORS AND ASSIGNS**

17.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

**18. WAIVER OF TRIAL BY JURY**

18.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**19. GOVERNING LAW AND REMEDIES**

19.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

19.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**20. TIME IS OF THE ESSENCE**

20.1 Time is of the essence in the completion of the scope of work as specified herein.

**21. NOTICES**

21.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach  
Attn: City Manager  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

TFR Enterprises.  
Attn: Tipton Rowland, Owner/CEO  
601 Leander Dr.  
Leander, TX 78641

**22. SEVERABILITY**

22.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.



### **23. DELAYS AND FORCES OF NATURE**

23.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

23.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

### **24. COUNTERPARTS**

24.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

### **25. LIMITATIONS OF LIABILITY**

25.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

### **26. PUBLIC ENTITY CRIMES**

26.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

## **27. RECITALS AND PREPARATION**

27.1 The Recitals set out at the beginning of this Agreement are incorporated as true and correct statements of the CITY and CONTRACTOR.

27.2 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **28. PALM BEACH COUNTY INSPECTOR GENERAL**

28.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **29. ENFORCEMENT COSTS**

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

## **30. PUBLIC RECORDS**

30.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

**31. COPYRIGHTS AND/OR PATENT RIGHTS**

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

**32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

**33. FEDERAL AND STATE TAX**

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

**34. PROTECTION OF PROPERTY**

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

**35. DAMAGE TO PERSONS OR PROPERTY**

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

**36. WARRANTY**

36.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all goods and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work.

CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

### **37. E-VERIFY**

Pursuant to Section 448.095(2), the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

### **38. SCRUTINIZED COMPANIES**

38.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

38.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

38.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

38.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

38.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**39. SURVIVABILITY**

39.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**40. WORK FOR HIRE**

40.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Contractor Agreement (Disaster Debris Removal and Haul-Off Emergency Services) on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Betty Resch, Mayor

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

**CONTRACTOR: TFR ENTERPRISES**

By: \_\_\_\_\_  



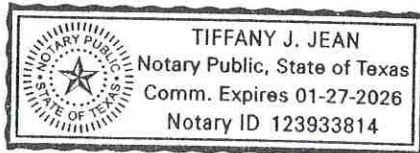

[Corporate Seal]

STATE Texas )  
COUNTY Williamson )

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 1st day of November, 2023, by **TFR Enterprises**, a Corporation, authorized to do business in the State of Florida, who is personally known to me or who has produced personally known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Contractor to the same.

Tiffany J. Jean  
Notary Public Signature

Notary Seal:



**Exhibit "A"**  
**IFB Scope of Services**

The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the debris management operations in ninety (90) days or less.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to the City of Lake Worth Beach. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

If activation is required, the CITY intends to activate contracts on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the CITY. The CITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

The CITY does not envision the need for multiple contracts to carry out the debris removal and disposal work throughout the City. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial CITY payment and between subsequent payments, as well as the capacity to provide the necessary insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

This will be a contingency contract that will be activated via purchase order only in the face of an emergency or immediately after an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until a purchase order is issued either in anticipation of a natural disaster or immediately after such disaster. Each purchase order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated under this contract.

The CITY'S goal is to complete the debris removal and disposal process post-event in ninety (90) days. This assumes that the entire area of the city will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several weeks after a major natural disaster. The CONTRACTOR must be aware that it might not be possible to initiate operations in all parts of the city simultaneously immediately after a storm.

CONTRACTOR shall be immediately available and committed to assisting the CITY in the aftermath of an emergency or major disaster. CONTRACTOR will serve as a General Contractor for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the CONTRACTOR awarded Debris Removal and Disposal contracts to advise them of the CITY's intent to activate the Contracts via purchase order. Debris removal will generally be limited to debris in, upon, or brought to City residential private and public streets and roads, rights-of-ways, municipal properties and facilities, and other public sites (this includes debris from customers assessed for residential solid waste and recycling collection services by the CITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the CITY's Debris Management Plan. Disposal of debris will be at CITY approved Temporary Debris Sites or landfill sites. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all Temporary Debris Sites.

When a major disaster or emergency occurs or is imminent, the CITY will initially send out an alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the CITY. Subsequently, the CITY will issue the first Purchase Order which will authorize the CONTRACTOR to send an Operations Manager to the CITY within 24 hours of receiving such Purchase Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. The CONTRACTOR should anticipate receiving this first Purchase Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) CONTRACTOR. CONTRACTOR will generally be activated in order of final ranking.

The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the private and public right-of-way as recovery progresses. The CITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

The CITY will make every effort to identify strategically located Temporary Debris Sites throughout the county prior to a natural disaster. Depending upon the severity of the natural disaster, additional Temporary Debris Sites will be identified as needed.



The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the CITY will be allowed to use the sites. Only one (1) level of subcontractor will be allowed to operate the sites. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate temporary debris sites. The CONTRACTOR is responsible for all activity at temporary debris sites operated by their subcontractor and must have an employee on site at all times to oversee daily operations.

Putrescible residential garbage will be collected by CITY or its franchise waste haulers and is not to be collected or transported by CONTRACTOR forces.

### **Scope of Services/Overview**

This section is divided into three (3) subsections:

- I. Debris Removal and Disposal Operations from residential public and private streets, roads and rights-of-way and delivered to a Temporary Debris Site.
- II. Temporary Debris Site Operations which includes daily operations as well as reclamation of the site to its pre-storm condition or as directed by the CITY Emergency Management Coordinator.
- III. Processing, Loading and Hauling Material from Temporary Debris Site to final destination.

Specific work authorizations by the CITY will be through written Purchase Orders. Purchase Orders will define the job to be accomplished, location of job, time-frame for completion, rates to be used, etc. Any job with requirements or rates not covered by a Purchase Order will be separately negotiated and approved via separate Purchase Order. The CITY reserves the right to extend operations on a weekly basis. Performance will be by the metrics established in the Purchase Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Purchase Order have elapsed, the CONTRACTOR(s) shall provide written progress report to the CITY for review and acceptance. The CITY shall have the right to correct for CONTRACTOR's default or underperformance by any means it deems in its best interest.

The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Purchase Order meeting the following progress patterns: 48 hours - collection activity within assigned Collection Service Area. Within ten (10) calendar days, CONTRACTOR shall have 100% of all necessary equipment operating within all Collection Service Areas. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the CITY may issue additional Purchase Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Purchase Order in all designated Collection Service Areas established by the CITY. Each Purchase Order will be uniquely numbered.

The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require CITY approval. The CONTRACTOR shall not remove debris from private property without express pre-approval provided by the CITY.

The CONTRACTOR must be duly licensed to perform the work in accordance with the State of Florida statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the CITY Emergency Management Coordinator prior to issuance of the first Purchase Order.

The quantity of work required from this IFB is estimated. The actual effort required may be more or less than the estimated amount shown in Exhibit "C", Schedule of Unit Prices. Payment will be made at the unit rates proposed. The output will be verified by the CITY Emergency Management Coordinator in the daily operational report. Should hourly rates be used to pay for certain equipment then preventative maintenance, not in excess of fifteen (15) minutes in a normal workday, will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Agreement. Corrections for any such violations shall be at no additional cost to the CITY.

The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.

The CONTRACTOR shall provide contact information for all key personnel to the CITY that shall include name, phone number, cellular phone number and email address. The CONTRACTOR and its agents shall respond in a timely manner to all CITY inquiries at all times.

## **I. Debris Removal and Disposal Operations**

### **1. General**

The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within the City. The CITY may designate zones for collection and disposal of debris. CONTRACTORS will be tasked with a service area(s) for this specific work.

For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and all other costs associated with the equipment including labor and operator.

### **2. Services**

The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this Agreement.

All rates are to include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging and all other costs.

The work shall consist of clearing and removing disaster generated debris as directed by the CITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the CITY and shall provide equipment sufficient to collect a minimum of 1,000 cubic yards of debris per day within ten (10) calendar days of collection commencement. Failure to provide sufficient equipment necessary to collect required amount may result in the CITY entering into a separate agreement with another contractor for collection services.

### 2.1 Collection of Storm Generated Residential Vegetation and Construction and Demolition Debris

It is the CITY's goal is to ensure that Vegetation and Construction/Demolition debris remain separate purchase orders for the collection of Vegetation and Construction loads. Mixing of loads by the CONTRACTOR at the road right of way will not be tolerated.

Work may include:

1. First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
2. Clearing debris from residential private and public road right of ways.
3. Loading the debris.
4. Hauling the debris to an approved Temporary Debris Site or an authorized landfill.
5. Dumping the debris at the Temporary Debris Site or at an authorized landfill.

Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the per cubic yard price according to Exhibit "C", Schedule of Unit Prices, as awarded.

### 2.2 Hourly Rate Clearing

From 0-70 hours following a disaster CONTRACTOR, as designated by the CITY, shall provide the clearing services on an hourly rate that shall include the following:

1. Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
2. Perform emergency removal of debris if needed for life-saving measures.
3. Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
4. Develop a traffic control plan along potential haul routes and at debris management and disposal sites.

The Schedule of Unit Prices, Exhibit "C", lists unit-prices for the services sought including removal of stumps, tree limbs and trees. FEMA has specific guidelines for reimbursing the removal of stumps, tree limbs and trees on a unit cost basis. Unless the CITY agrees to a CY basis for payment via purchase order, the CONTRACTOR shall adhere to FEMA's guidelines in order for the CITY to recover all costs related to the removal of stumps, tree limbs and trees on a unity cost basis.

**General Eligibility re: Hazardous Trees and Stumps**

- FEMA prefers that applicants procure branch or limb removal for a one time per-tree charge (rather than per branch or limb), as it is more cost effective.
- If payments are to be on a per-item basis, rather than by volume (CY) or weight, FEMA has additional eligibility criteria/documentation requirements (outlined below).

**Broken Limbs/Branches**

- FEMA will only fund removal of hazardous branches and limbs if the limb/branch is 2" or larger in diameter, measured at the point of break, and poses an immediate threat.
- Only the minimum cut necessary to remove the hazard is eligible (can't cut the branch at trunk, if cutting a closer junction would eliminate the threat).
- FEMA will not fund removal on private property unless:
  - The limb/branch extends over the public ROW;
  - The City can remove the hazard from the public ROW without entering private property

**Tree Removal**

- FEMA will only fund removal of hazardous trees if the tree has a diameter of 6" or greater measured 4.5 ft. above the grounds AND the tree:
  - Has a split trunk;
  - Has a broken canopy;
  - Is leaning at an angle great than 30 degrees.
- If 50% or more of the root ball is exposed, removal of tree and root ball and filling the hole are eligible. FEMA will not reimburse removal of the tree and its root ball separately.
- If less than 50% of the root ball is exposed, FEMA will reimburse the cost to flush cut at the ground and dispose of the cut portion based on volume/weight.

**Stump Removal**

- As noted, for stumps that have 50% or more of the root ball exposed, FEMA will reimburse the stump removal and filling the hole. If grinding the stump in place is less costly than extraction, then grinding is eligible.

**Reimbursement of Costs Per-Stump**

- FEMA only reimburses on a per-stump basis if:
  - Stump is 2 ft. or larger in diameter measured 2 ft. above the ground; and
  - Extraction is required as part of removal.
- The per stump price must include extraction, transport, disposal, and filling the hole.
- For stumps smaller than 2 ft in diameter or for stumps of any size that do not require extraction, FEMA only funds based on volume/weight calculated using the attached Stump Conversion Table (Appendix E).
- For costs to pick up stumps 2 ft or larger in diameter that the contractor did not extract, the City should complete the attached Hazardous Stump Worksheet (Appendix F) and present documentation to substantiate the costs as reasonable.

**Documentation Requirements**

To support the eligibility of removing limbs, branches, trees, or stumps that are still in place, the CONTRACTOR must provide the CITY with the following:

- Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;

- Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);
  - Contractor will be expected to maintain photos evidencing the above criteria. Photos demonstrating the hazardous nature of the tree, limb/branch, or stump must capture the size of the tree, limb/branch, or stump as well as the location in relation to the right-of-way. Photos aimed skyward or that otherwise do not demonstrate the vegetative debris' location in relation to right-of-way will not be accepted.
- Quantity of material to fill root-ball holes; and
- Equipment used to perform the work.

The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the CITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior CITY approval may be terminated immediately. The CITY reserves the right to relocate CONTRACTOR to other Collection Service Areas based on need and ability to perform required work at an acceptable level. The CITY reserves the right to immediately terminate CONTRACTOR and any subcontractor who fails to provide service in accordance to guidelines set forth by FEMA and the CITY.

The CITY or designee shall forward all claims of damage to the CONTRACTOR daily. CONTRACTOR shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. CONTRACTOR must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days. Mailboxes must be repaired or replaced within two (2) calendar days. CONTRACTOR is responsible for all damage caused by his crew and/or subcontractors in the performance of debris removal.

In the event the CONTRACTOR fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the CITY or designee may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the Emergency Management Coordinator or designee for review. The decision of the Emergency Management Coordinator or designee will be final.

### 2.3 Equipment

All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:

1. Fencing must be permanently attached to one side of the truck bed.
2. After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
3. Fencing must extend to the bottom of the bed.
4. After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.

5. Solid iron metal bars must be secured to both sides of the fencing.
6. There shall be no hand loaded equipment allowed.

The CITY or designee shall complete certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the placards affixed to each piece of equipment. The CITY reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retro to the initial load and total volume adjusted accordingly.

All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the CITY Inspector.

Trucks or equipment designated for use under this Agreement shall not be used for any other work during working hours. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this Agreement. Failure to comply will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to provide any additional emergency debris collection services. Any and all unapproved changes to placard will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to perform any additional emergency debris collection services.

#### 2.4 Securing Debris

The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent materials from falling or being blown from the bed. Loads not properly tarped or otherwise covered will not be allowed to dispose at any CITY approved temporary debris site which may result in non-payment to CONTRACTOR.

#### 2.5 Equipment Signage

Prior to commencing operations, the CITY or designee shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and

other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Each operator shall keep CITY certification with them at all times. Placards must remain on both sides of equipment.

## 2.6 Other Considerations

The CONTRACTOR shall assign and provide an Operations Manager (OM) to the CITY Debris Management Center to serve as the principal liaison between the CITY Emergency Management Coordinator or designee and the CONTRACTOR's forces. The assigned OM must be knowledgeable of all facets of the CONTRACTOR's operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven (7) days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for onsite accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the CITY Emergency Management Coordinator or designee. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the CITY Emergency Management Coordinator within 30 minutes of notification.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

Payment for debris hauled will be based on the quantity of debris hauled in cubic yards. Debris hauled to a Temporary Debris Site will require a validated load ticket. Drivers will be given an electronic or paper load tickets at the loading site by a CITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by a CITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The CITY Temporary Debris Site monitor will retain one copy of the paper load ticket and the driver will retain the remaining copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards recorded on an approved electronic or paper load ticket. Payment will be made against the CONTRACTOR'S invoice once site monitor and CONTRACTOR load tickets and/or scale tickets match. Load tickets not properly completed and signed will not be paid.

## **II. Temporary Debris Site Operations**

### 1. General

The purpose of this section is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.

The CONTRACTOR shall use only Temporary Debris Sites designated by the CITY Emergency Management Coordinator.

The Temporary Debris Site foreman shall direct all dumping operations. Different types of debris shall be kept in separate piles at the Temporary Debris Site. At a minimum, one flag person shall be posted at each Temporary Debris Site for traffic control and to direct unmixed loads to proper location (by debris type) to be dumped. The CONTRACTOR shall be responsible for sorting and proper placement of all loads not dumped in appropriate location which results in mixing the once separated debris at no charge to the CITY.

The CONTRACTOR shall begin grinding vegetative debris within five (5) calendar days of temporary debris site opening date and removing mulch/wood chips within ten (10) calendar days of site opening date. The CONTRACTOR shall begin removal of Construction and Demolition/mixed debris from Temporary Debris Site to an approved final destination within five (5) days of site opening date.

## 2. Temporary Debris Site Services

### 2.1 Site Setup/Preparation and Site Closeout/Restoration

Site setup/preparation and site closeout/restoration shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Schedule of Unit Prices, Exhibit "C", as awarded. Site set-up/ Preparation / closeout / restoration includes: clearing, stripping, hauling, fill placement, constructing / deconstructing processing pads, lime rock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. Do not include any materials in calculating the hourly rates in the Schedule of Unit Prices, Exhibit "C".

### 2.2 Temporary Debris Site Operations and Material Processing

Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Schedule of Unit Prices, Exhibit "C", as awarded. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by the Purchase Order. Unit prices provided in the Exhibit "C", Schedule of Unit Prices, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, lodging and insurance) all equipment under the resulting contract. Each Inspection Tower shall be equipped with two (2) portable toilets. Toilets shall be provided immediately upon completion of tower assembly. CONTRACTOR shall provide a water truck for the purpose of applying to site surface to minimize dust. The CITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be cleaned daily by the CONTRACTOR. **All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the CITY to operate the debris site. Failure to open sites with proper equipment and**



**necessary personnel will result in liquidated damages of \$500 per day.** All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging, and any other costs. The work shall consist of managing the operations of a Temporary Debris Site and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the CITY Emergency Management Coordinator.

The CITY plans to use two types of Temporary Debris Sites.

1. Vegetative Temporary Debris Sites will be devoted to the reduction of clean woody debris by either burning or grinding. The CITY expects the material to be recycled and or beneficially re-used if processed by grinding.
2. Depending upon the size and type of devastation the CITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The CITY requests that PROPOSER implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.

Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Exhibit "C", Schedule of Unit Prices. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Exhibit "C", Schedule of Unit Prices, as awarded.

Locations of all Temporary Debris Sites will be approved by the CITY. The CITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Exhibit "C", Schedule of Unit Prices, as awarded, that might have been negotiated under a Purchase Order shall be documented for payment.

Material processed at a Temporary Debris Site by either grinding or burning will be measured using cubic yards from incoming load tickets. Material entering a Debris Management Site will be deposited in manageable piles.

### 3. Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, if appropriate
4. Daily and cumulative hours for personnel, by position, if appropriate
5. Volumes of debris handled

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the CITY.

### 4. Other Considerations

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. In the event a Temporary Debris Site must be closed due to CONTRACTOR equipment or operational failures, **CONTRACTOR shall be liable for liquidated damages in the amount of \$500.00 per day for every day the site has to remain closed.**

### III. Processing, Loading and Hauling Material

#### 1. General

CONTRACTOR shall provide all necessary labor, material and equipment to process, load and haul wood chips and construction and/or mixed debris from Temporary Debris Sites in Palm Beach County to final destination for disposal as directed by the CITY. The CITY reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the CITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.

CONTRACTOR will provide detailed listing to the CITY of the following:

1. Quantity (loads and cubic yards)
2. Owner information
3. Site where mulch and Construction/Demolition debris is disposed, to include address/GPS location.

#### 2. Miscellaneous Requirements

##### 2.1 Temporary Debris Site Foreman

The Temporary Debris Site foreman must be an employee of the CONTRACTOR and is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.

The Temporary Debris Site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the CITY Emergency Management Coordinator or designee.

##### 2.2 Temporary Debris Site Night Foreman

The Temporary Debris Site night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the CITY.

The Temporary Debris Site night foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the CITY Emergency Management Coordinator or designee.

##### 2.3 Temporary Debris Site Management Plan

Once the Temporary Debris Site is identified by the CITY, the CONTRACTOR will provide a Site Management Plan.

Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

1. Access to site

2. Site preparation -clearing, erosion control, and grading
3. Traffic control procedures
4. Safety
5. Segregation of debris
6. Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
7. Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures
8. Location of existing structures or sensitive areas requiring protection

#### 2.4 Inspection Tower

The CONTRACTOR shall construct an inspection tower at each Temporary Debris Site within three (3) calendar days of natural disaster. The tower shall be constructed using pressure treated wood or steel scaffold. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Inspection towers must provide a dry area for employees and meet all FEMA OSHA requirements.

#### 2.5 Grinding Operation

The CONTRACTOR shall have the ability to mobilize grinders on site and in operation within 72 hours of a natural disaster. **Failure to provide grinder(s) on site in operation within 72 hours may result in liquidated damages of \$500 per day.** There shall be no period longer than 24 hours in which grinding activity may stop due to equipment or operational failure. **Failure to provide back-up equipment within 24 hours shall result in a \$50 fine per hour per approved hours of grinding operation per day until grinding activity resumes.**

#### 2.6 Household Hazardous Waste Containment Area

The CONTRACTOR shall construct a hazardous material containment area at each Temporary Debris Site. The area shall be 30' x 30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

### 3. Performance of Contractor

It is the intent of the Agreement is to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. **Failure to open pre-storm identified sites within three (3) calendar days of after being tasked by the CITY liquidated damages of \$500 per day for each day not opened.**
2. **Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures liquidated damages of \$500 per day, for each day site must remain closed.**

**Failure to provide back-up grinders within 24 hours of equipment breakdown liquidated damages of \$50 per hour per approved grinding hours of operation per day.**

**CONTRACTOR may also be subject to non-payment and liquidated damages of \$50 for each of the following infractions:**

1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.
2. Loads not properly tarped or otherwise covered.
3. Mixing debris hauled from other sources with debris hauled under this Agreement.
4. Mixing vegetation debris with C & D material.

**CONTRACTOR may be immediately terminated and may not paid for the following:**

1. Collection of any non-eligible, non-CITY approved stumps or debris.
2. Moving to another designated Collection Service Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
4. Soliciting work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement.
5. Alteration of placards placed on certified trucks and/or trailers.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

**END OF SCOPE OF SERVICES**

## Exhibit "B"

### Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into the contract, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

**Equal Employment Opportunity.** During the performance of the resulting contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The Contractor 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 Contractor's legal duty to furnish information.

(4) The Contractor 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 Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(7) In the event of the Contractor'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 Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor 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 Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Compliance with the Contract Work Hours and Safety Standards Act.**

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **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.

#### **Clean Air Act**

(1) The Contractor 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.

(2) The Contractor agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

#### **Federal Water Pollution Control Act**

(1) The Contractor 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.

(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

#### **Suspension and Debarment.**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's 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).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **Byrd Anti-Lobbying Amendment.**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. 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 who in turn will forward the certification(s) to the awarding agency.

#### **Procurement of Recovered materials.**

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

#### **Access to Records.**

(1) The Contractor agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.



(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

**DHS Seal, Logo, and Flags.**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DOJ pre-approval.

**Compliance with Federal Law, Regulations, and Executive Orders.**

By signing this agreement, the Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

**No Obligation by Federal Government.**

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

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

**Affirmative Steps. Required Affirmative Steps**

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. 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; and
- (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.

**Domestic preferences for procurements.**

- (1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (2) For purposes of this section:
  - (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Prohibition on certain telecommunications and video surveillance services or equipment.**

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**IFB #23-123 Disaster Debris Removal and Haul-off Emergency Services**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—  
Lower-Tier Covered Transactions**

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

**Terms Defined**

- *Nonprocurement Transaction:* A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction:* (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant:* Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal:* An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions:* The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment:* Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension:* Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)

- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

### **Instructions for Certification**

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
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 and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application 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 signing or certifying and submitting this application that it will include the 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 it 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 non-procurement list.

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**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are 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.

TFR Enterprises, Inc  
Contractor Name

Tipton F. Rowland  
Name

CEO  
Title

  
Signature

9/5/2023  
Date

(B12)

**IFB #23-123 Disaster Debris Removal and Haul-off Emergency Services**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor TFR Enterprises, Inc certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Tipton F Rowland, CEO  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

9/5/2023  
\_\_\_\_\_  
Date

**END OF IFB PACKAGE**

**EXHIBIT "C"**  
**Unit Price Schedule**  
**(from the Contractor's Bid)**

**SCHEDULE OF UNIT PRICES**

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster. Assumptions: 80,000 cubic yards of debris consisting of 60,000 cubic yards of vegetation debris and 20,000 cubic yards of mixed debris.

**Bidders shall provide unit prices for all items to be considered for award.**

**PART A - VOLUME BASED PRICING FOR 60,000+ CUBIC YARD (CY) DEBRIS DISASTER**

DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENDED TOTAL
<b>1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.</b>				
A. Vegetation	60,000	CY	9.75	585,000.00
B. Construction Debris / Mixed Debris	20,000	CY	16.75	335,000.00
<b>2.0 Temporary Debris Site operation to include placement of monitoring towers, portable toilets, keeping on-site and adjacent roads area clean of trash and garbage, debris acceptance, pile management, and phase I reclamation.</b>	80,000	CY	1.00	80,000.00
<b>3.0 Processing of debris through grinding and/or chipping.</b>	60,000	CY	3.65	219,000.00
<b>4.0 Loading, hauling and disposing wood chips to final</b>	24,000	CY	10.75	258,000.00
<b>5.0 Loading and hauling of construction debris and/or mixed debris from Temporary Debris site to a permitted C&amp;D recycling facility or any other designated Disposal Facility. (This rate shall not include disposal cost). Miles from TDRS to final destination - 1 way.</b>				
A. 0 ≤ 20 miles	20,000	CY	6.50	130,000.00
B. > 20 ≤ 50 miles	20,000	CY	7.50	150,000.00
C. > 50 ≤ 80 miles	20,000	CY	7.60	152,000.00
D. > 80 ≤ 110 miles	20,000	CY	7.70	154,000.00
E. > 110 ≤ 200 miles	20,000	CY	7.90	158,000.00
<b>TOTAL OFFER PART A:</b>				<b>2,221,000.00</b>

**PART B - HOURLY RATES**

<b>EQUIPMENT AND LABOR RATES</b>			
<b>EQUIPMENT TYPE</b>	<b>HOURLY EQUIPMENT RATE</b>	<b>HOURLY LABOR RATE</b>	<b>TOTAL HOURLY RATE</b>
Bobcat Loader	90.00	50.00	140.00
Crew Foreman w/ Cell Phone and Pickup	20.00	50.00	70.00
Dozer, Tracked, D5 or similar	35.00	50.00	85.00
Dozer, Tracked, D6 or similar	40.00	50.00	90.00
Dozer, Tracked, D7 or similar	95.00	50.00	145.00
Dozer, Tracked, D8 or similar	140.00	50.00	190.00
Dump Truck, 18 CY-20 CY	115.00	50.00	165.00
Dump Truck, 21CY-30 CY	125.00	50.00	175.00
Generator and Lighting	95.00	N/A	95.00
Grader w/ 12' Blade	110.00	50.00	160.00
Hydraulic Excavator, 1.5 CY	115.00	50.00	165.00
Hydraulic Excavator, 2.5 CY	125.00	50.00	175.00
Knuckleboom Loader	240.00	50.00	290.00
Laborer w/ Chain Saw	5.00	50.00	55.00
Laborer w/ small tools, traffic control, flag person	5.00	50.00	55.00
Lowboy Trailer w/ Tractor	65.00	50.00	115.00
Operations Manager w/ Cell Phone and Pickup	20.00	50.00	70.00
Pickup Truck, .5 Ton	20.00	N/A	20.00
Soil Compactor 81 HP+	60.00	50.00	110.00
Soil Compactor to 80 HP	50.00	50.00	100.00
Soil Compactor, Towed Unit	80.00	50.00	130.00
Truck, Flatbed	10.00	50.00	60.00
Tub Grinder, 800 to 1,000 HP	440.00	50.00	490.00
Water Truck	60.00	50.00	110.00
Wheel Loader, 2.5 CY, 950 or similar	140.00	50.00	190.00
Wheel Loader, 3.5-4.0 CY, 986 or similar	145.00	50.00	195.00
Wheel Loader, 4.5 CY, 980 or similar	195.00	50.00	235.00
Wheel Loader-Backhoe, 1.0-1.5 CY	90.00	50.00	140.00
Other - Please List			

*Attach additional sheet with equipment type and labor rates, if needed*



**IFB #23-123 Disaster Debris Removal and Haul-off Emergency Services**

**PART C - UNIT COST SCHEDULE**

ITEM	HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL	UNIT	UNIT COST
1	6 inch diameter to 12 inch diameter	Stump	100.00
2	13 inch diameter to 24 inch diameter	Stump	200.00
3	25 inch diameter to 48 inch diameter	Stump	400.00
4	49 inch diameter and greater	Stump	600.00
5	Stump Fill Dirt - Fill dirt for stump holes after removal	CY	19.00
<b>HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL</b>			
6	6 inch diameter to 12 inch diameter	Tree	115.00
7	13 inch diameter to 24 inch diameter	Tree	275.00
8	25 inch diameter to 48 inch diameter	Tree	475.00
9	49 inch diameter and greater	Tree	900.00
<b>HAZARDOUS HANGING LIMB REMOVAL</b> To include removal of all hanging limbs. Limbs to be cut and placed on the right of way for collection as vegetative debris			
10	2 inch diameter and greater	Tree	115.00

The City anticipates issuing task/purchase orders to the selected bidders based on the unit prices set forth above in this Schedule of Unit Prices (as awarded). However, the City may issue task/purchase orders in whole or in part based on a time and material basis. The City reserves the right to determine which compensation method will be utilized and, if time and material basis is to be used, the City will set a Not-to-Exceed price for the task/purchase order (with all costs above that to be at the Contractor's risk) and with sufficient City oversight.

Name of Bidder: TFR Enterprises

Address: 601 Leander Dr. City Leander ST TX Zip 78641

Phone: (512 ) 565-0710 Email: tiffany@tfrinc.com

Print Name: Tipton Rowland Title: Owner/CEO

SIGNATURE:  \_\_\_\_\_ Date: 09/05/2023