



City of Milton

Purchasing Department

RFP 2023.02 Hurricane Disaster- Debris Removal/Disposal ***ADDENDUM #1 – Questions and Answers*** *January 17, 2023*

1. Can you please clarify who’s responsible for disposal fees? I see that it’s mentioned in the notes on page 3 of the price schedule however, I just want to make sure that the contractor is not responsible.

The City of Milton will be responsible for disposal fees.

2. Also, we respectfully request that the performance and payment bonds be required upon contract activation rather than upon award. This is a hard cost for the contractor on a standby emergency agreement. Usually, the bonds are required within 48 hours of notice to proceed.

A payment and performance bond will not be required when the vendor is selected and a pre-event contract is entered into. Bonds will be required when the agreement is activated.

3. Can the City confirm that disposal fees will be a passthrough expense, where the contractor pays the fee and charges the City at direct cost with no mark up?

The City of Milton will be responsible for disposal fees. Contractor will not be responsible upfront as the City has an account with the landfill.

4. Payment and performance bonds are a hard cost to the contractor for a contract that may not be activated. Will the City consider changing payment and performance bonds to be due immediately upon issuance of notice to proceed?

Yes, Bonds will only be required when the agreement is “Activated” for an event.

5. How will pricing be evaluated? Will the City add up all line items and look at the total, or will certain line items hold more weight than others?

Each line item will be looked at individually and then the proposal will be scored with a possible 25 points maximum score for Cost Proposal.

6. Can you please confirm if the debris resulting from cutting Hazardous Trees and Dangerous hanging Limbs are to be placed in the ROW for collection under line item 1 as vegetative debris? If the Scope of work dictates that the debris resulting from the removal of hazardous trees and hanging limbs is to include hauling the resulting debris to DMS or final disposal site then the contractor would need dedicated collection trucks to follow the tree removal crews and ONLY pick up debris from their work, thereby skipping piles of debris and leaving it on the street to be picked up by another collection truck. If there is a

major event, collection trucks will be more efficiently used if they could travel the ROW and pick up ALL debris rather than skipping piles and only following the tree crew.

Hazardous trees debris will be placed in the ROW for pickup along with any and all the vegetative debris from the events. Hauling of debris (by selected vendor) in the ROW may also include vegetative debris that was placed there by a resident or even possibly another contractor. The Vendor selected with this proposal will be responsible for hauling all debris that is directed by the city to be picked up. The “Cubic Yard Pricing” line will address this work.

7. ALSO, the proposed rates will be higher to include the transport and disposal of debris. The typical method is to price hazardous trees and hanging limbs as a cut only rate and to place the resulting debris in the ROW for collection as vegetative debris. This method frees up collection trucks and expedites the collection process.

Items 13-21, which are specifically addressed, are to be cut and placed in the ROW. Additionally, they would fall under the “Load Debris Cubic Yard Pricing” for additional reimbursement.

8. I am requesting the current City of Milton contract for Hurricane Disaster, Debris Removal, Disposal. Please forward the awarded contract and bid package.
See attached current contract and pricing. (71 pages)
9. We would like to request past bid tabulations/current pricing for the above-mentioned Disaster Debris Removal Services.
See below for bid tabulation. (7 participants)

RFP#2018.02.02 Debris Removal Disposal

Bidder	BKW, LLC.	TFR Emerg.	Custom Tree Care	DRC Emerg. Svc.	Wood Resource Rec.	Crowder Gulf
Address	5615 Duval St. Pensacola, FL	Leander, TX	PO Box 67593 Topeka, KS 66667	110 Veterans Blvd Ste 515 Metalrie, LA 70005	Gainsville, FL	Theodore, AL
Phone No.	(850)484-4344	(512)260-3322	(785)478-9805	(504)482-2848	(352)378-9133	(800)992-6207
1 Original/4 copies/1 CD	YES	YES	YES	YES	YES	YES
Unit Price Bid Schedule	YES	YES	YES	YES	YES	YES
Exhibit A-Perf. Bond	NO	NO	NO	NO	NO	NO
Exhibit B-Contract Funds	YES	YES	YES	YES	YES	YES
Exhibit C-Certificate of Ins.	YES	YES	YES	YES	YES	YES
References Provided	YES	YES	YES	YES	YES	YES
Bidder	Bergeron Land Dev.					
Address	Ft. Lauderdale, FL					
Phone No.	(954)680-6100					
1 Original/4 copies/1 CD	YES					
Unit Price Bid Schedule	YES					
Exhibit A-Perf. Bond	NO					
Exhibit B-Contract Funds	YES					
Exhibit C-Certificate of Ins.	YES					
References Provided	YES					

End of Addendum #1

The information given in this addendum is in addition to or supersedes conflicting information in the invitation to bid and is hereby made a part of the request.

Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Amendment. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BID.

ACKNOWLEDGEMENT:

I hereby certify that I have received the above addendum:

Signature

Date

**THIS ACKNOWLEDGEMENT MUST BE RETURNED
WITH BID/PROPOSAL PACKAGE.**

11 pgs

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PRIMARY STAND-BY CONTRACT FOR HURRICANE DEBRIS REMOVAL AND CLEAN-UP

THIS STAND-BY CONTRACT is entered into on this the 14th day of May, 2018 for a three (3) year period with a two (2) year option to renew if agreed upon by and between **THE CITY OF MILTON**, a political subdivision of the State of Florida, hereinafter called "City" and **BKW, Inc.** (CONTRACTOR), hereinafter called "Contractor".

NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants hereinafter set forth, parties set forth the terms of their agreement as follows:

1. The Contractor shall perform all work indicated as the Scope of Work specified in the Contract For Debris Removal attached as Exhibit "A", in the General Terms and Conditions attached as Exhibit "B" and in the attached Contractor's proposal.
2. The Contractor, at his own cost and expense shall perform all work and shall furnish each and every item of labor, together with all materials, tools, supplies, equipment, machinery, and means of transportation necessary to fully complete the work as described in the contract proposal to the satisfaction of the City and its designated representatives, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this contract.
3. Contractor is familiar with all of the terms and conditions of this contract and his responsibilities, indemnities and guarantees contained herein.
4. This contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representation, or agreements, either written or oral.

This Contract may be amended only by a thirty (30) day written notice signed by an authorized representative of all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

CITY OF MILTON

ATTEST:

Darrell Niles 5/31/18
Clerk Date

Randy Jorgenson 5/30/18
Randy Jorgenson, Int. City Manager Date

CONTRACTOR:

Karen Webb
For: BKW, Inc.
Karen Webb
Print Name
President
Title

Maggie Pierce
Witness:
Maggie Pierce
Print Name:

Catherine Adams
Witness:
Catherine Adams
Print Name:

KJ

Exhibit A

**CITY OF MILTON
CONTRACT FOR DEBRIS REMOVAL**

1.0 GENERAL.

- 1.1. The purpose of this contract is to remove, reduce and dispose of all Hurricane storm generated debris from city Federal Aid Rights-of-Way **AND** Non Federal Aid Rights-of Way and public property within the City Limits of Milton, Florida. This contract is to cover handling, processing and disposal of vegetative debris, construction & demolition (C&D) debris, household hazardous waste and white goods from curbside to final disposal. The successful offeror is expected to manage and direct all debris removal operations within a "reasonable time frame" as agreed upon by the City and Contractor under this contract after approval of the Contracting Officers Representative (COR). The intent of the City of Milton is to issue a contract for disaster debris removal on **BOTH** Federal Aid Rights-of-Way **AND** Non Federal Aid Rights-of Way as directed by the City.
- 1.2. The City of Milton (City) will consider a bidder's past performance in determining the best bid. The bidder must provide the City with references from prior and/or current contracts for debris removal services. The City in its sole judgment may exclude any bidder the City determines to have demonstrated unsatisfactory past performance. Such determination will be based on relevant factors including but not limited to bidder's performance on previous projects and whether a bidder has ever been suspended by a governmental body from bidding eligibility.
- 1.3. *The City will also consider bidder's proven financial responsibility to determine bidder's ability to perform contract services. Contractor will be required to post payment and performance bonds in an amount equal to the initial value established on the Purchase Order and/or Work Task Assignment. If the total value of the work performed under this agreement increases or decreases during the period of work, the bonds shall be modified to match accordingly. The contractor must be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds.*
- 1.4 Contractor shall clearly state in RFP the minimum percentage of work they will perform, and limit the use of subcontractors to only those of which the City approves.
- 1.5 Eligible Debris. Debris eligibility shall be determined based upon FEMA P-325 Debris Management Guide criteria. Eligible debris under this contract is all debris generated from (An event occurring which results in activation of this contract during the contract period) and located in the Federal Aid Rights-of-Way **AND** Non Federal Aid Rights-of Way Aid Right of Ways, public schools, or developed areas of public parks in the City of Milton, Florida.

Debris that is within the scope of this contract includes, but is not limited to, construction and demolition debris (C&D), damaged and disturbed trees, bushes and shrubs, broken, partially broken and severed tree limbs, uprooted stumps and brush. Debris that is classified as Household Hazardous waste, Freon or oil containing appliances such as air conditioners, refrigerators and freezers, and other white goods are eligible debris under this contract. The contractor must arrange for collection and disposal in a manner complying with all applicable laws and regulations. Any ineligible debris collected by the contractor shall be disposed of at the contractor expense. Any loads rejected at the dump site shall be the contractor's responsibility.

2.0 SERVICES

- 2.1** The Contractor shall provide for debris removal and disposal of all eligible debris from the city on Federal Aid Rights-of-Way **AND** Non Federal Aid Rights-of-Way and public property. No estimate of debris volumes are provided or implied. Bidders should inspect the City and determine their own estimate of debris volume, locations and debris types.
- 2.2** The vegetative debris shall be taken to an approved Temporary Debris Storage and Reduction Site (TDSRS). All necessary permits shall be obtained by the contractor. Contractor shall be responsible for returning the TDSRS (s) to near original conditions, upon completion of reduction activities.
- 2.3** Contractor shall provide TDSRS (s) for vegetative debris. The contractor shall provide hold harmless agreements in favor of the City of Milton, the State of Florida, and all agencies of the Federal Government. Environmental baseline testing must be completed, at the expense of the Contractor before any debris is placed on the site with completely documented test results furnished to and approved by the Contracting Officers Representative (COR). Prior to receiving material, the contractor shall provide copies of all necessary and applicable permits to the COR. The TDSRS work shall include constructing an appropriate reduction site, managing the operations of the reduction site, perform debris reduction by air curtain incineration, and or chipping of debris if approved by the COR. Contractor shall be responsible for returning the TDSRS (s) to near original conditions, upon completion of reduction activities.
- 2.4** Construction and Demolition Debris (C&D) shall be disposed of in an appropriately permitted landfill approved by the COR. C&D Debris includes, but is not limited to, treated timber; plastic; glass; rubber products (excluding tires); metal products; sheet rock; cloth items; and building materials.
- 2.5** Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris from Federal Aid Rights-of-Way **AND** Non Federal Aid Rights-of-Way of streets and roads and eligible public property.

Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris is burnable or non-burnable; 2) loading and sorting the debris; 3) hauling the eligible debris to an approved dumpsite. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The contracting officer shall be immediately notified of any ineligible debris placed at the right of way for collection. The Contractor shall make a maximum of three (3) passes with a minimum of seven days to include a weekend between each pass. The contractor shall not move from one designated work area to another designated work area without prior approval from the contracting officer's representative (COR). Any eligible debris, such as fallen trees, which extend onto the ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract. FHWA Form 1273 will be physically incorporated into the final contractual documents for compliance with Federal contracting regulations.

- 2.6 Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner. The debris work area shall be left clear of debris and clean, as reasonably and practical under the conditions of this project.
- 2.7 The contractor shall use equipment and perform work in a manner to prevent damages to COR's infrastructure facilities and adjacent ROWs, including all landscaped areas. No tracked equipment shall be allowed in residential areas. All loading equipment shall be required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Holes in the ground created by stump removal shall be backfilled with compacted topsoil to original grade. Payment for this material and work is to be included in the bid items for Removal, haul and disposal of stumps.
- 2.8 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 2.9 The government reserves the right to inspect the site, verify quantities and review operations at any time. All work shall be accomplished in a safe manner in accordance with OSHA Safety Standards.
- 2.10 Debris reduction. Debris may be reduced by mechanical means using chippers, grinders, or shredders if approved by the COR. Debris may be reduced by incineration using air curtain incinerators as specified by the COR. There is no industrial standard for Air Curtain Burning. Air curtains are widely used in many areas.

If an excavated pit is used, contractor shall dig a pit 8ft to 9ft wide, and 14 ft deep with an impervious bottom layer of clay at least 1ft. deep. Ends sealed to a height of 4ft. Seal nozzle end with 12 inches of dirt. Warning stops at least 1ft velocity of 8,800 ft/min (100mph) and volume of 900 cf/min/linear ft. Pit no longer then the length of the blower nozzle. Burn pits must be set back a minimum of 100ft. from debris pile. Safety distance of at least 1,000 ft. Extinguish fire 2 hours before removing ash. **It is anticipated all vegetative debris shall be reduced by incineration.** The contractor shall be responsible for all costs associated with the final disposal of non-burnable debris and ash residue. Disposal of non-burnable debris and ash residue shall be made in accordance with current State, Federal, and local regulations.

- 2.11 Household Hazardous Materials. Storm Generated Household Hazardous materials, or waste such as petroleum products, paint products, propane tanks, and known or suspected household hazardous materials shall be removed by the contractor. Removal and disposal of household hazardous waste is the responsibility of the Contractor.

3.0 LOAD TICKETS.

- 3.1 Load Tickets shall be used for recording the cubic yard volume or tonnage of debris removed for disposal. A copy of the load ticket to be used by the contractor shall be submitted for COR approvals prior to beginning work. Each ticket shall contain the following information:

- Ticket Number
- Contract Number
- Date
- Contractor Name
- Truck or Roll-off Number
- Truck Capacity
- Point of Debris Collection and applicable county / municipality
- Loading Departure Time
- Dump Arrival Time
- Percent of Load
- Actual Debris Volume
- Debris Eligibility (Y/N)

- 3.2 A minimum four-part load ticket shall be issued by a COR monitor prior to transport of the debris from the loading site (or upon arriving at the dumpsite). The entire four-part load ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator shall give the entire four-part load ticket to the COR monitor. The COR monitor shall verify the hauler and equipment and establish a percent of truck capacity of the eligible cubic yardage of debris load. After documenting percentage, the COR monitor will calculate the actual cubic yardage of the load, to the nearest .10 yard.

The COR monitor will document his data on the load ticket. The COR monitor will detach one copy of the load ticket and give that one copy to the vehicle operator. One copy is then given to the contractor, one copy is given to FEMA and the original is kept by the COR. The load tickets shall be submitted with the daily report.

4.0 RESERVED

5.0 PERFORMANCE SCHEDULE.

- 5.1 The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed.
- 5.2 Prior to commencing debris removal operations a contractor shall, with the COR's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every Monday.
- 5.3 All activity associated with debris loading and hauling in public areas shall be performed during visible daylight hours only. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours, 7 days per week. Management and execution of burning operations shall be 24 hours per day, 7 days per week, unless directed otherwise by the Contracting Officer.
- 5.4 Maximum allowable time for completion shall be 120 calendar days, unless the COR initiates additions or deletions to the contract by written change orders. The contractor and the City will agree to a "reasonable time frame" for completion of the work. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable city, county, state and federal law. Delays for weather to be equitably negotiated by both parties.
- 5.5 All contract amendments and modifications will be in writing and be executed by the contractor and the City.

6.0 EQUIPMENT.

- 6.1 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. **Any truck used to haul debris must be mechanically loaded by an appropriately sized front end loader, backhoe or other approved and appropriate mechanical equipment. Additionally, the truck or trailer must dump hydraulically and be controlled from the cab of the vehicle and capable of rapidly dumping its load without the assistance of other equipment.**

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the COR. All trailers must have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris must be equipped with a tailgate that shall effectively contain the debris during transport and permit the truck to be filled to capacity. All hauling equipment must be measured and marked for its load capacity. Hauling equipment shall be marked using adhesive placards applied to the operator side of the hauling compartment. The placard must be marked in permanent ink indicating measured volume, truck number, prime contractor and date of last compartment measurement.

- 6.2 All equipment shall be inspected by the Contractor prior to use to ensure it meets the standards set forth in this contract. The COR reserves the right to disallow the use of any equipment or trucks he / she feels inappropriate for this contract.
- 6.3 Prior to commencing debris removal operations, the Contractor shall present to the COR all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer shall be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The COR may, at any time, request that the trucks be re-measured. The Contractor shall notify the COR each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.
- 6.4 Trucks or equipment, which is designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances shall the Contractor mix debris hauled for others with debris hauled under this contract.
- 6.5 Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the COR.
- 6.6 The contractor shall provide a roofed inspection tower at the Temporary Debris Storage and Reduction Site. This tower must be constructed such that the COR monitor can easily look down into the bed to fully view the debris load, establishing a volume. The inspection tower must be constructed to meet all local, state, federal requirements and comfortably accommodate 3 adults. The contractor may provide a mechanical lift with roof cover to be used in place of the constructed tower. The contractor shall provide portable restroom facilities at all dumpsites.

- 7.0 REPORTING.** The Contractor shall submit a report to the COR during each day of the term of the contract. Each report shall contain, at a minimum, the following information:
1. Contractor's Name
 2. Contract Number
 3. Crew
 4. Location of work
 5. Day of Report
 6. Daily and cumulative totals of debris removed, by category
- 7.1** Discrepancies between the daily report and the corresponding weigh tickets shall be reconciled no later than the following day.
- 8.0 OTHER CONSIDERATIONS.**
- 8.1** The Contractor shall manage, supervise and direct the work, using skillful labor and proper equipment for all tasks. The Contractor shall have a competent Operations Manager on site during the entire period of work under this contract. The Operations Manager shall have the authority to represent the Company and be available to the COR or other city personnel assigned operational responsibility. 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.
- 8.2** The Contractor must be duly licensed in accordance with the state and county's statutory requirements to perform the work.
- 8.3** The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the COR.
- 8.4** The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA Safety Standards.
- 8.5** The contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.

9.0 FINAL DISPOSITION

- 9.1 Final Disposal of all eligible material shall comply with all applicable City, State and Federal laws, ordinances and regulations.

10.0 MEASUREMENT.

- 10.1 Unless otherwise stated in the bid schedule, measurement for all debris removed will be by the cubic yard as determined by the eligible debris delivered to dumpsite, as supported by the load ticket (see clause 3.0 Load Tickets). Measurement shall be documented on load tickets. Payment for work under this contract shall be based solely on Volume from completely executed load tickets endorsed by the City as eligible debris and noting actual volume at the appropriate disposal site.

11.0 TERMINATION OF CONTRACT

- 11.1 This contract may be terminated at any time for the convenience of the City of Milton. The City agrees to pay the contractor for all work completed through the termination date.
- 11.2 This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

12.0 *BONDING AND INSURANCE*

Prior to signing of contract, contractor agrees to furnish COR with all applicable Certificates of Insurance. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies including all endorsements. In addition, a payment and performance bond in an amount equal to the initial value established on the Purchase Order and/or Work Task Assignment is required within 24 hours of issuance of such document to the contractor. If the total value of the work performed under this agreement increases or decreases during the period of work, the bonds shall be modified to match accordingly and in a timely fashion. The contractor must be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance.

13.0 Contractor shall not assign this Agreement or any part thereof.

14.0 PAYMENT.

14.1 Payment for work completed may be invoiced on a bi-weekly basis. Invoices will be based on verified quantities from the daily operational reports. Contractor should submit invoices regularly for a period covering no more than thirty (30) days.

14.2 Limit on "Time and Materials" reimbursement to the first 70 hours of actual work. After the initial 70 hours of actual work, the payment changes to unit price.

15.0 OTHER CONTRACTS.

The Government reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

16.0 ENCLOSURES/ATTACHMENTS.

- 16.1 Daily Report- (By Cubic Yard or By Ton)
- 16.2 Sample Load Ticket
- 16.3 Sample Truck Placard
- 16.4 **ALL FORMS ARE SAMPLES**

(Remainder of this page intentionally left blank)

DAILY HAUL RECORD (FORM 15.1)

CONTRACT NO. _____

DAILY REPORT						
CONTRACTOR:					DATE OF REPORT:	
CONTRACT NO:						
No.	Truck	Tare	Landfill trips	Tonnage Totals		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
			DAILY TOTALS			

**ATTACHMENT-15.2
SAMPLE LOAD TICKET**

LOAD TICKET		
TICKET NUMBER:		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Capacity (CY):	
Load Size (CY):	Tons:	
Truck Driver:		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mixed	
	Other	
LOCATION		
<i>Name of County or City</i>		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
Eligibility (Y/N):	Original: [County] [City] [State] Yellow: Contractor Pink: Driver Gold: FEMA	

**ATTACHMENT-15.3
SAMPLE TRUCK PLACARD**

Company Name
Truck Number
Cubic Yards

GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS.

1.1 It is the intent of the Contract Documents to describe a functionally complete project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.1.2 **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.

1.2 DEBARMENT AND SUSPENSION.

- 1.2.1. 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, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 1.2.2. 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.
- 1.2.3. This certification is a material representation of fact relied upon by (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

1.2.4 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."

1.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the City.

Section 2. INVESTIGATION AND UTILITIES.

2.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

Section 3. PROGRESS PAYMENTS.

Contractor shall not assign this Agreement or any part thereof.

Section 4. PAYMENTS WITHHELD.

4.1. The City may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The City may nullify the whole or any part of any approval for payment previously issued and City may withhold any payments otherwise due Contractor under this Agreement or any other agreement between

County and Contractor, to such extent as may be necessary in the City's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, City may, after three (3) days written notice, rectify the same at Contractor's expense. City also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to City, whether relating to or arising out of this Agreement or any other agreement between Contractor and City.

- 4.2. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. City, or any duly authorized agents or representatives of City, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 5. CONTRACT TIME AND TIME EXTENSIONS.

- 5.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men. Contractor shall be solely responsible for all means methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the City within five (5) calendar days after the occurrence of the delay, unless the City grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

- 5.2. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which City may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from City. Contractor expressly acknowledges and agrees that it shall receive no damages for delay.
- 5.3. Contractor's sole remedy, if any, against the City will be the right to seek an extension to the contract time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 5.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:
- 5.5.1 Contractor notified the City in writing within forty-eight (48) hours of the delay.
 - 5.5.2 The weather was unusual as documented by supporting data.
 - 5.5.3 The weather did have an adverse impact on the contractor's schedule (critical path only).
 - 5.5.4 The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 6. **CHANGES IN THE WORK.**

Contractor shall not assign this Agreement or any part thereof.

Section 7. **CLAIMS AND DISPUTES.**

- 7.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between City and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 7.2. Claims by the Contractor shall be made in writing to the City within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim.

Written supporting data shall be submitted to the City within fifteen (15) calendar days after the occurrence of the event, unless the City grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

- 7.3. The Contractor shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the City in writing. City shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 8. OTHER WORK.

- 8.1. The City may perform other work related to the Project by City's own forces, have or let other direct contracts.
- 8.2. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or City), Contractor shall inspect and promptly report to City in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 9. INDEMNIFICATION AND INSURANCE.

- 9.1. Contractor agrees to save harmless, indemnify, and defend City and its consultants, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of City. City and Contractor agree the first \$100.00 of the Contract Amount paid by City to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of City by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

9.2 The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

The Contractor agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims made. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

9.3 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by City, such as "Accord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to City of Milton, P.O. Box 909, Milton, Florida 32572. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to City, on a timely basis, when requested by City.

9.4 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given City of any cancellation, intent not to renew, or reduction in the policies or coverage's, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

9.5 All insurance coverage's of the Contractor shall be primary to any insurance or self-insurance program carried by the City applicable to this Project. The acceptance by City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have

been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence unless and until the required Certificates of Insurance are received by the City.

- 9.6 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name City of Milton as an additional insured and shall contain Severability of Interest provisions. City of Milton shall also be designated as certificate holder with the address of 6738 Dixon Street, Milton, Florida 32570. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by City, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 9.7 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the City Manager or City Management. "Claims made" policies, if approved by the City Manager and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 9.8 Should at any time the Contractor not maintain the insurance coverage's required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage's and charge the Contractor for such coverage's purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage's purchased or the insurance company or companies used.
- 9.9 The decision of the City to purchase such insurance coverage's shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 9.10 Contractor shall submit to City a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

- 9.11 Duty to Provide Legal Defense. The Contractor agrees to pay, to City of Milton, as well as provide a legal defense for the City, which shall include attorney's fees and costs, both of which will be done only if and when requested by the City, for all claims as described in paragraph 9.1. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Section 10. COMPLIANCE WITH LAWS.

- 10.1 **Compliance with Federal Law, Regulations, and Executive Orders Clause.** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 10.1.1 Contractor agrees to comply, at its own expense, with state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify City in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 10.2 **No Obligation by Federal Government Clause.** 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.
- 10.3 **Equal Employment Opportunity (EEO):** During the performance of this contract, the Contractor agrees as follows:
- 10.3.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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.

- 10.3.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 10.3.3 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.
- 10.3.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 10.3.5 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 10.3.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of 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 as 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.

10.3.7 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States enter into such litigation to protect the interests of the United States.

10.4 Davis Bacon Act and Copeland Anti-Kickback Act – required for construction contracts exceeding \$2,000 award under a Federal grant.

10.4.1 **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

10.4.2 **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

10.4.3 **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

10.5 Contract Work Hours and Safety Standards Act – required for contracts over \$100,000 with work involving the employment of mechanics or laborers.

10.5.1 **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 daily 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.

10.5.2 **Violation** liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

10.5.3 **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money 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 this section.

10.5.4 **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in the paragraphs 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 this section.

10.6 **Clean Air Act and Federal Water Pollution Control Act** – required if the contract or the subgrant amount exceeds \$150,000.

10.6.1 **Clean Air Act.** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401.

- 10.6.2 The contractor agrees to report each violation to the City of Savannah and understands and agrees that the City of Savannah will, in turn, report each violation as required to assure notification to the State of Georgia, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 10.6.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 10.6.4 **Federal Water Pollution Control Act.** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.
- 10.6.5 The contractor agrees to report each violation to the City of Savannah and understands and agrees that the City of Savannah will, in turn, report each violation as required to assure notification to the State of Georgia, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 10.6.6 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10.7 Debarment and Suspension.

- 10.7.1 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, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 10.7.2 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.
- 10.7.3 This certification is a material representation of fact relied upon by (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10.7.4 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."

10.8 Byrd Anti-Lobbying Amendment – required for contracts exceeding \$100,000.00.

10.8.1 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of 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 (Exhibit B).

10.9 Procurement of Recovered Materials – encourages contractors to maximize the use of said materials as practicable, unless the contract does not require the use of materials.

10.9.1 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; meeting contract performance requirements; or at a reasonable price.

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

10.10 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Areas - The City of Milton will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

10.10.1 The City will encourage participation in this RFP and will take affirmative steps to include:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (d) 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;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

10.11 Access to Records – All contractors, successors, transferees, etc. shall have the following access to records requirements apply to this contract:

- 10.11.1 The contractor agrees to provide the City of Savannah, the State of Georgia, the FEMA 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.
- 10.11.2 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.
- 10.11.3 The contractor agrees to provide the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- 10.12 **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 FEMA pre-approval.
- 10.13 **Program Fraud and False or Fraudulent Statements or Related Acts.** “The contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”
- 10.14 **Evaluation Criteria**
All bids will be evaluated individually and scored based on the following criteria (as listed in page 4 of the RFP):

<u>Criteria</u>	<u>Points</u>
Experience	25
Financial Stability	25
Cost Proposal	25
Methodology	25
Minority Business Enterprise	<u>5</u>
Total Possible Points	100

Section 11. CLEANUP AND PROTECTIONS.

- 11.1. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project sites, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project sites clean and ready for occupancy by City. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

Section 12. ASSIGNMENT.

- 12.1. Contractor shall not assign this Agreement or any part thereof.

Section 13. PERMITS, LICENSES AND TAXES.

- 13.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to City have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid.

If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

- 13.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 14. TERMINATION FOR DEFAULT.

- 14.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for City to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the City or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.
- 14.2. The City shall notify Contractor in writing of Contractor's default(s). If City determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then City, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which City, in its sole discretion, may choose.
- 14.3. If the City deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed.

All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by City incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to City on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the City to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or City, as the case may be, and this obligation for payment shall survive termination of the Agreement.

- 14.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 14.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against City shall be the same as and limited to those afforded Contractor below under Subsection 15.1, Termination for Convenience.
- 14.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the City may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the City may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 15. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

- 15.1.** City shall have the right to terminate this Agreement without cause upon seven (7) calendar day's written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and actual reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 15.2.** City shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 16. SUPERVISION AND SUPERINTENDENTS.

- 16.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- 16.2.** Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to City except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. City shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 17. SAFETY.

17.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 17.1.1 All employees of the Work and other persons and/or organizations who may be affected thereby;
- 17.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site;
- 17.1.3 Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

17.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by City has occurred.

17.3. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects.

Section 18. PROJECT MEETINGS.

18.1. Prior to the commencement of Work, the Contractor shall attend a pre-work conference with the City to discuss the Progress Schedule, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the City with respect to the Project, when directed to do so by City. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the City.

EXHIBIT B

CERTIFICATIONS AND REPRESENTATIONS (CONTRACT FUNDS)

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No 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 on his or her behalf 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 (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code.

Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE:



COMPANY NAME: BKW, Inc.

DATE: 3/28/2018

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR) For all orders above the limit specified in FAR Section 52.209-6(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that--offeror and/or any of its Principals--

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the University may render the Offeror non-responsible.

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 paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate the contract resulting from this solicitation for default.

SIGNATURE:



COMPANY NAME:

BKW, Inc.

DATE:

3/28/2018

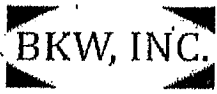


BKW, Inc., will perform 25% of this RFP, and will abide by section 1.4 of RFP #2018.02.02



MANAGEMENT PLAN

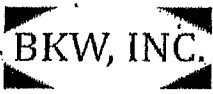
8132 Pittman Avenue Pensacola, FL 32534
850-484-4344 (Office) 850-484-4323 (Fax)
FL CGC1508136 FL CUC1225238



BKW has a full and complete understanding of the potential requirements of the City. The following is our proposed approach:

I. **APPROACH AND METHODOLOGY TO PROVIDE TASKS IN SCOPE OF WORK**

The primary approach to providing services within the scope of work is advanced preparations, which will enable immediate mobilization. BKW, Inc., a local firm, has personnel on staff, and commitments from other individuals and subcontractors who are qualified and experienced to perform on future/ potential jobs. BKW, Inc. maintains appropriate debris reduction and removal equipment and maintains master lists of potential subcontractors, equipment leasing companies, available equipment, operators, and labor personnel. BKW, Inc. also maintains an automated office with modern communication systems and a state of the art server with remote access to ensure that office communications are not disrupted during mobilization to a field office. All employees are equipped with cell phones, laptops, and have access to satellite telephones to maximize on the job efficiency. BKW, Inc. maintains numerous mobile command centers that are equipped with the same capabilities as our home office, ready for immediate deployment, because we are local. This ensures that there is no time lapse between disaster and recovery. Our approach to the technical and management aspects of the work expected under this contract/ order is based on knowledge and experience gained during performance of the same or similar type work, as discussed within the proposal.



II. APPROACH AND METHODOLOGY FOR MOBILIZATION, OPERATION AND DEMOBILIZATION

Mobilization will commence immediately upon notification of activation or work order for requirements described herein. To do this, we will rely on a methodology that ensures a quick response, superior home office support, and effective disaster site management from a BKW field office. The overriding goal is rapid mobilization of equipment to the disaster site, the basic elements of which are described below:

1. As a major storm or natural disaster develops, we will monitor the situation via the internet, television, radio, or other news media. If disaster officials predict a specific landfall for a hurricane, or other disaster, we will take preliminary steps to be at the disaster site immediately upon cessation of winds and will dispatch a BKW crew immediately.
2. If a natural disaster appears to be imminent, we will make initial preparations for mobilization. Typically, we begin receiving calls from our subcontractors, equipment suppliers, and laborers as a storm or natural disaster is developing. As these calls come in we will document the availability and readiness of subcontractors, equipment and personnel, which we will then use to supplement our maintained master lists. In addition, we will contact local and other known subcontractors who can assist us in the clean-up efforts. Home office personnel will compile lists of available equipment owners, operators, and support personnel and distribute Preliminary information for mobilization. Thus, if the potential disaster situation unfolds, BKW will have already begun to assemble resources to perform and will mobilize instantly.

3. Upon receipt of activation/ order for stated requirements, we will initiate full home office support. An Emergency Operations Coordinator will be assigned, who will in turn be supported by a staff that includes engineering, technical, administrative, and clerical personnel. The home office will be staffed around the clock for as long as necessary afterward to support full operations at the disaster site. Our automated servers, internet access, and use of cell and satellite phones will provide 24-hour communications capability.

4. Concurrent with initiation of home office support, we will be performing aerial damage assessment as well as dispatching the corporate officers, emergency operations coordinator, and the required field personnel.

5. We will mobilize appropriate BKW equipment and personnel and coordinate mobilization of subcontractors. We will work with the municipality to secure a staging area for our temporary office facility and equipment dispatched to the area. If necessary, BKW will utilize its accounts with major equipment and trucking companies to obtain quick access to additional equipment required.

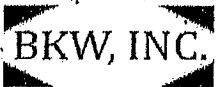
6. As equipment and personnel are being mobilized, disaster site personnel will perform the following field management tasks:

A. Because we are, we have knowledge of locations available for field office facilities and staging areas, within Milton for effective field operations. If needed, the Emergency Operations Coordinator will establish temporary sites prior to finding permanent locations.

B. Begin operations at the field office, directed by the Project Manager and Emergency Operations Coordinator. Support personnel will include an Assistant Project Manager, an Office Manager, and financial, clerical, and administrative personnel.

Duties will include, but are not limited to, establishment of telephone and communications services, direction of work crews to staging areas, procurement of personnel lodging facilities, and establishment of computer operations and banking services.

- C. The Emergency Operations Coordinator will assign supervisors (and assistants depending on the scale of operation) to oversee site, dumpsite, crews, and other operations.
 - D. The field office staff will initiate reporting procedures. Typically, hand written or computed spreadsheet reports will be filed from the disaster site to the field office, where they will be compiled and reviewed by the Project Manager or his authorized delegate. After review, reports will be submitted to the Contracting Officer's or other designated representative within the specified time frame. Copies of reports and back-up material will be maintained in a filing system, as well as on servers, at the field office for ease of review by the Government and BKW personnel, if needed. Reports will include contractor's name, contract number, daily and cumulative hours for each piece of equipment, daily and cumulative hours for personnel, by position. BKW uses various forms/ reports for tracking equipment and personnel which will be used by disaster site personnel to gather, record and post field operations data.
7. Upon completion of mobilization efforts, field office personnel will maintain contact with the home office for logistics, administrative, and technical support, as required, during the course of the disaster site cleanup.



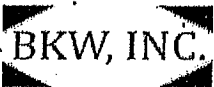
8. Once cleanup has been completed, the members of the BKW management team remain to evaluate the site to ensure that it meets all contract specifications and has been properly prepared for closure. After the management team concurs that the site meets these guidelines, we make our recommendation to the Government that the disposal site be officially closed.

III. UNDERSTANDING OF THE REQUIREMENTS

We have discussed throughout this Management Plan how BKW will plan and respond to specific task/ order requirements for equipment leasing, equipment operators, laborers, and foremen, with transportation and communications equipment, for debris reduction and removal. Previous experience, which includes these same types of services, in various quantities, large and small, and in similar geographical areas, is indicative of this firm's understanding of this type of requirement, as well as the firm's technical and financial capabilities to perform. The most important piece of Time/Cost management in debris management subject to FEMA reimbursement is maximizing those reimbursements. BKW will use all possible methods to ensure City of Milton receives the maximum amount available for the services performed. These methods include, but are not limited to;

- 1) Ensuring that the proper amount of equipment and manpower are mobilized in a timely fashion to ensure the emergency road clearance is completed efficiently.

Typically, this work is done on an hourly basis, and is limited to the first 70 hours following an event. Often, the City will be responsible for a portion of this cost. BKW



will work with the government to ensure that their share of this cost is kept to a minimum by;

- a. Properly document the response of the City's resources
 - b. Ensure the correct and most efficient equipment is deployed
 - c. Limit the amount of management personnel to only what is required
- 2) FEMA reimbursement is usually done on a declining scale, whereby at a certain period of time, typically 90 days, the percentage of reimbursement decreases. BKW will closely monitor the progress and adjust the resources deployed in an effort to ensure the maximum amount of the work is accomplished under the initial declaration. This will further reduce the "hidden" cost of the burden on City staff.
- 3) BKW will make every effort to recycle the largest amount of debris as possible. In addition to helping the environment and reducing the burden on landfills, the disposal cost will be kept to a minimum, thereby reducing the City share of these disposal costs.

IV. QUALITY CONTROL PLAN

BKW prides itself on the quality of the work we do not only for the Government, but also for every customer. We have developed a Quality Control Plan (QCP) that guides our quality assurance efforts. Under this QCP, which is administered by our Quality Control Manager, the following basic activities will occur for all work carried out under the anticipated contract/order.

- The work required under the contract/ agreement is identified
- The control activities that is required for each phase of work inspection is delineated
- Procedures for control are specified
- Personnel for quality control tasks are given their assignments

Procedures for delineating quality control authority, inspections, and coordination with Government representatives, documentation, and other tasks are also described in the BKW QCP.

V. SAFETY PLAN

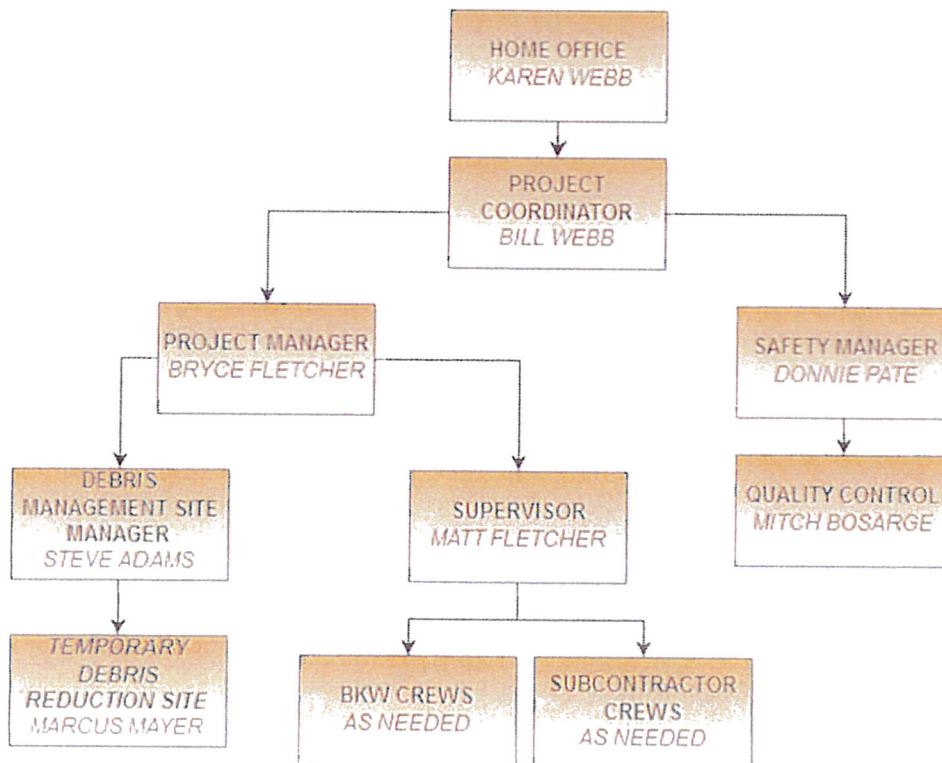
Safety is a critical issue at BKW, because unnecessary mishaps and injuries, caused by lack of or non-adherence to safety procedures and precautions', can significantly increase costs and have a possible adverse impact on performance quality and timeliness. Detailed safety plans and procedures as contained in this proposal have been developed and all BKW employees are required to read and understand the established guidelines and procedures included in the safety plan. Employees are responsible for adhering to company safety plans and procedures. BKW is responsible for providing a safe environment for employees, access to information in the safety plan and adequate training in accident prevention.

VI. EMPLOYMENT PRACTICES

BKW has developed an Equal Opportunity Program (contained in the proposal) which includes a corporate Equal Opportunity Program Statement that contains details on the BKW approach to outreach, recruiting, and hiring practices, our Affirmative Action Program, dissemination of our Equal Employment Opportunity Policy, and our job policies regarding sex and religious discrimination. One key employment area is that BKW is committed to hiring as many qualified workers as possible who are local within the designated geographical area.

VII. ORGANIZATION CHART AND PLAN

BKW was incorporated under the laws of the State of Florida in 2004, and conducts business from its corporate office in Pensacola, FL. Our principle business activities consist of temporary housing, natural disaster debris removal and reduction disposal, demolition, site preparation, and excavation for the work anticipated under the contract/order, BKW personnel will assume the responsibilities as follows:



BKW MANAGEMENT PLAN

Of interest to this tasking, is that under our organization plan, field office personnel, namely the onsite corporation officers and emergency operation coordinator, have the authority to commit company resources and to make decisions to meet task objectives without having to obtain approval from the home office. This authority gives BKW personnel the flexibility to adapt to the rapidly changing situation that characterizes a disaster recovery operation, which can result in significant cost and time savings.

VIII. PAST PERFORMANCE

The contract summaries presented in the Past Performance Information portion of the proposal, which also contains a reference list for the firm and/or Key Personnel of the firm, demonstrates that BKW has a broad experience base in successfully completed construction and heavy equipment efforts. This combined with our experience in work that is similar to that expected under this contract, gives us knowledge and skill that is difficult to match by other contractors. In addition, BKW has also demonstrated that the company has a thorough understanding of the requirements of the requirements set forth in the solicitation and is committed to perform timely and in a high-quality manner.

IX. SUBCONTRACTING

BKW, has successfully attempted in the past, and will continue to do so, to award meaningful contracts to small business, small woman-owned business and/or small disadvantaged business whenever possible. Included as attachments are a listing of various potential subcontractors associated with debris reduction and removal from all over the United States. Some of which include Hawaii, the United States Virgin Islands and Puerto Rico and letters of commitments from various potential subcontracts from different regions of the United States.

Specific concepts in the BKW approach to subcontracting are as follows:

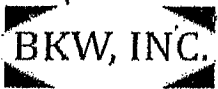
1. Subcontractors to firms located in the Identified Disaster Areas

It is often quite difficult to hire subcontractors who are located in the geographical location of the disaster, since they are often victims of the natural disaster itself and are trying to care for their own property and families in the aftermath. However, BKW will make a determined effort to hire as many qualified subcontractors as possible to assist with debris removal and processing and has previously been successful in doing so.

When mobilizing to work in a specific geographic area, BKW begins to research for potential subcontractors. BKW maintained master list is first checked for firms in the affected geographic area, then other search approaches are used (i.e. telephone directory, advertisements, Internet, references etc.), prior to soliciting other firms, while time permits.

2. Subcontractors to Small, Small Disadvantage, and Small Woman-Owned Business Concerns

BKW will make every effort to subcontract to small, small disadvantaged and small woman-owned business concerns to obtain assistance with the work expected under the anticipated contract/order, when needed. When developing the company's master list with potential subcontractors for debris reduction and removal services, key information includes the size and other related information on each firm. BKW even though as a small business concern, is not required to do so, has also developed a Subcontracting plan for Small Business and Small Disadvantaged Business, also include as a separation section of the technical proposal, that discusses the BKW small business outreach program, and its organization, implementation, and goals. In general, during previous contract efforts, at least 50% of the subcontractors and other personnel we use in our disaster related work are or are affiliated with small disadvantaged businesses. In addition, we are fully cognizant of the Stafford Act and the guidance it provides in hiring of personnel in disaster areas. BKW has a record of providing work opportunities to the workforce targeted under the anticipated contract/order.



X. LOCATION

BKW is located in Pensacola, FL, which is considered to be very strategic area for responding the types of significant disasters in the priority regions. This location is centered on the Gulf of Mexico coastline and is ideally located to respond to the calls for rapid mobilization to disaster areas throughout the priority designated regions. Pensacola is served by major interstate along with several state highways and has easy access to airports, harbors and staging areas. As previously stated, during disaster operations, the home office will be staffed around the clock to facilitate field site needs.

XI. SUMMARY OF MANAGEMENT PLAN

This Management Plan has described in some detail our approach to the work expected under the contract/order, our methodology for managing this effort, our past performance, our subcontracting plans, and the ideal location of BKW main facilities.

Throughout the discussion, we have demonstrated that BKW has the experience, the people, the equipment, and the physical and financial resources needed to carry out every element of the Scope of Work. We have successfully completed the same type of work as required under the contract/order and have developed over the years, the technical and management techniques that will ensure the contracting office of receiving quality service in natural disaster debris removal and disposal.



Key Personnel

Attached are the brief resumes' of BKW Key Personnel which would be assigned to the City of Milton, in response to a disaster event. Additionally, BKW maintains a staff of foreman, equipment operators and laborers, augmented by associations with hundreds of additional personnel ready to mobilize. Typically, in the aftermath of an event, local workforces are delayed in returning to their normal activities, and these folks form an additional nucleus available for deployment. Further, BKW has in place agreements with workforce providers which allow BKW the flexibility of activating virtually any size workforce as defined by the nature of the event.

- Mr. Bill Webb:
 - As Vice president of BKW, Inc., Mr. Webb has been actively involved in every response BKW has participated in since 1976. He is experienced in all areas of debris management. Mr. Webb oversees all field operations for BKW, and would be available to the County 24/7

- Mr. Bryce Fletcher
 - With over 28 years of experience in debris management, Bryce would serve as the Project Manager, directing all debris removal, reduction, recycling and disposal activities. Mr. Fletcher, has responded to every major disaster since 1989, Hurricane Hugo.

- Mr. Donnie Pate:
 - As BKW's Safety and Health Manager, and with over 10 years of experience, Mr. Pate would oversee all Safety, Health and Environmental concerns.

- Mr. Mitch Bosarge:
 - With over 10 years of experience, Mitch would be responsible for all matters regarding Quality Control, and reporting concerns. He has been involved in every major storm project BKW has completed.



FINANCIAL SERVICES
DIVISION

Karen Webb
BKW, Inc.
5615 Duval Street
Pensacola, FL 32503

Dear Karen Webb:

The City of Pensacola Purchasing department is pleased to announce that your firm has been certified as a Minority/Women Business Enterprise (M/WBE) by the City of Pensacola.

M/WBE certification is continuing from the date of this letter, but is contingent upon the firm renewing its eligibility every three (3) years through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. Failure to continue your eligibility will result in immediate action to decertify the firm.

As long as the firm is listed in the M/WBE Directory, it is considered M/WBE appropriately certified

Your firm will be listed in the City of Pensacola's M/WBE Directory which can be accessed via the internet at <https://pensacola.mwdbe.com/FrontEnd/VendorSearchPublic.asp>.

M/WBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all City of Pensacola projects as an M/WBE contractor, sub-contractor, consultant, and sub-consultant or material supplier

If at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office in writing without delay. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Questions or concerns should be directed to this office.

A handwritten signature in cursive script that reads "Hosea Goodwyn".

Hosea Goodwyn
Assistant Purchasing Manager
Finance Department
City of Pensacola
(850) 435-1838
hgoodwyn@cityofpensacola.com

Certification Date: April 21, 2016
Certification Expiration Date: April 21, 2019

RFP # 2018.02.02 Debris Removal & Disposal Services
UNIT PRICE BID SCHEDULE

ITEM	DESCRIPTION	UNITS	UNIT PRICE
001.	Load Vegetative Debris from Public Rights-of-Way (ROW) and Haul to Temporary Debris Storage and Reduction Site (TDSRS) – 0-20 Miles	Cubic Yard	9.25
002.	Load Vegetative Debris from Public ROW and Haul to TDSRS – 21-40 Miles	Cubic Yard	10.50
003.	Load Vegetative Debris from Public ROW and Haul to TDSRS – 40+ Miles	Cubic Yard	14.00
004.	Load Construction & Demolition Debris (C&D) from Public ROW and Haul to TDSRS– 0-20 Miles	Cubic Yard	10.25
005.	Load Construction & Demolition Debris (C&D) from Public ROW and Haul to TDSRS – 21-40 Miles	Cubic Yard	12.50
006.	Load Construction & Demolition Debris (C&D) from Public ROW and Haul to TDSRS – 40+ Miles	Cubic Yard	15.75
007.	Provide TDSRS Site Management including Preparation, Management & Segregation of Debris	Cubic Yard	3.90
008.	Reduce Vegetative Debris by Incineration	Cubic Yard	2.50
009.	Reduce Vegetative Debris by Grinding	Cubic Yard	3.50
0010.	Haul Out Processed Debris to Final Disposal – 0-20 Miles	Cubic Yard	6.00
0011.	Haul Out Processed Debris to Final Disposal – 21-40 Miles	Cubic Yard	8.00
0012.	Haul Out Processed Debris to Final Disposal – 40+ Miles	Cubic Yard	10.00
0013.	Remove Hazardous Stumps – Greater than 24 inches to 36 inches in diameter (Includes backfill of stump hole)	Each	75.00
0014.	Remove Hazardous Stumps – Greater than 36 inches to 48 inches in diameter (Includes backfill of stump hole)	Each	200.00
0015.	Remove Hazardous Stumps – Greater than 48 inches in diameter (Includes backfill of stump hole)	Each	350.00
0016.	Remove Hazardous Trees (Leaners) – 6 inches to 12 inches in diameter	Each	80.00
0017.	Remove Hazardous Trees (Leaners) – Greater than 12 inches to 24 inches in diameter	Each	140.00
0018.	Remove Hazardous Trees (Leaners) – Greater than 24 inches to 36 inches in diameter	Each	400.00
0019.	Remove Hazardous Trees (Leaners) – Greater than 36 inches to 48 inches in diameter	Each	525.00

0020.	Remove Hazardous Trees (Leaners) – Greater than 48 inches in diameter	Each	700.00
0021.	Remove Hazardous Limbs (Hangers) – Greater than 2 inches in diameter (at point of break)	Each	35.00
0022.	Removal of White Goods from Public ROW and Haul to TDSRS or Final Disposal	Each	50.00
0023.	Freon Removal and Management/Recycling	Each	75.00
0024.	Removal of Household Hazardous Waste (HHW) from Public ROW and Haul to TDSRS or Final Disposal	Pound	4.00
0025.	Removal of Animal Carcasses from Public ROW and Haul to Final Disposal	Pound	4.00
0026.	Removal of Electronic Waste from Public ROW and Haul to Final Disposal	Each	60.00
0027.	Demolition of Structure – Condition 1: Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.	CY	18.30
0028.	Demolition of Structure – Condition 2: Structure demolition with regulated asbestos containing (RACM) construction and demolition debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, household hazardous waste for ROW collection. Does not include removal of concrete slabs.	CY	48.50

(End of Unit Price Schedule)

HOURLY PRICE SCHEDULE

ITEM	DESCRIPTION	UNITS	UNIT PRICE
0029.	Laborer with Chain Saw	Hour	40.00
0030.	Laborer with Small Tools	Hour	34.00
0031.	Traffic Control Flag Person	Hour	36.00
0032.	Crew Foreman with Cell Phone and Pickup Truck	Hour	72.00
0033.	Operations Supervisor	Hour	95.00
0034.	30-60 Ton Crane	Hour	550.00
0035.	61-90 Ton Crane	Hour	800.00
0036.	100 – Ton Crane	Hour	1400.00
0037.	Air – Curtain Incinerator, Self-Contained System	Hour	85.00
0038.	Tub Grinder, 800 – 1,000 HP	Hour	400.00
0039.	Backhoe Loader	Hour	95.00
0040.	Skid Steer Loader	Hour	75.00
0041.	Broom Tractor	Hour	75.00
0042.	Bucket Truck with 50' – 60' Arm	Hour	160.00
0043.	Bulldozer, Tracked, D5 or Similar	Hour	115.00
0044.	Bulldozer, Tracked, D6 or Similar	Hour	130.00
0045.	Bulldozer, Tracked, D7 or Similar	Hour	145.00
0046.	Bulldozer, Tracked, D8 or Similar	Hour	160.00
0047.	Dump Truck, 5-12 Cubic Yard Capacity	Hour	65.00
0048.	Dump Truck, 12-20 Cubic Yard Capacity	Hour	90.00
0049.	Dump Truck, 21-40 Cubic Yard Capacity	Hour	100.00
0050.	Dump Trailer with Truck, 31-60 Cubic Yard Capacity	Hour	75.00

0051.	Dump Trailer with Truck, 61-90 Cubic Yard Capacity	Hour	85.00
0052.	Generator with Lighting, Mobile	Hour	21.00
0053.	Grader with 12' Blade	Hour	155.00
0054.	Hydraulic Excavator, 1.5 Cubic Yard Capacity	Hour	110.00
0055.	Hydraulic Excavator, 2.5 Cubic Yard Capacity	Hour	125.00
0056.	Self-loading Dump Truck with Knuckle Boom	Hour	175.00
0057.	Pickup Truck	Hour	16.00
0058.	Flatbed Truck	Hour	16.00
0059.	Lowboy Trailer with Tractor for Equipment Transport	Hour	125.00
0060.	Water Truck	Hour	65.00
0061.	Service Truck	Hour	45.00
0062.	Front-End Loader, 950 or Similar	Hour	95.00
0063.	Front-End Loader, 966 or Similar	Hour	105.00
0064.	Front-End Loader, 980 or Similar	Hour	130.00
0065.	Front-End Loader /Backhoe 1.0-1.5 Cubic Yard Capacity	Hour	95.00
0066.	Soil Compactor, Up to 80 HP	Hour	72.00
0067.	Soil Compactor, 81 + HP	Hour	85.00
0068.	Temporary Office Trailer	Hour	30.00
0069.	Truck Scale	Hour	225.00

Proposed Completion Time: 120. Liquidated Damages of \$
5,000.00 per day shall be assessed for delay beyond proposed completion time.

Company Name: BKW, Inc. Telephone: 850-484-4344
Address: 8132 Pittman Ave POC: Bryce Fletcher
Pensacola, Fl 32534

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 5/24/2018			
PRODUCER Point Clear Insurance Services, LLC 368 COMMERCIAL PARK DRIVE FAIRHOPE, AL 36532			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED BKW, Inc. 8132 Pittman Avenue Pensacola, FL 32534			COMPANIES AFFORDING COVERAGE				
			COMPANY A THE GRAY INSURANCE COMPANY				
			COMPANY B				
			COMPANY C				
COMPANY D							
COVERAGES							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	XSGL-074273	4/22/2017	5/1/2020	GENERAL AGGREGATE		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				Unlimited		
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PRODUCTS - COMP/OP AGG	\$3,000,000.00	
					PERSONAL & ADV INJURY	\$1,000,000.00	
					EACH OCCURRENCE	\$1,000,000.00	
		FIRE DAMAGE (Any one fire)	\$50,000.00				
		MED EXP (Any one person)	\$5,000.00				
		COMBINED SINGLE LIMIT	\$1,000,000.00				
A	AUTOMOBILE LIABILITY	XSAL-075268	4/22/2017	5/1/2020	BODILY INJURY (Per person)		
	<input checked="" type="checkbox"/> ANY AUTO						
	<input checked="" type="checkbox"/> ALL OWNED AUTOS SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
					PROPERTY DAMAGE		
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT		
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY		
					EACH ACCIDENT		
					AGGREGATE		
A	EXCESS LIABILITY	GXS-043366	5/1/2018	5/1/2019	EACH OCCURRENCE		
	<input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM				\$4,000,000.00		
					AGGREGATE		
					\$4,000,000.00		
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	GWC-070988-FL2	5/1/2018	5/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH ER	
						EL EACH ACCIDENT	\$1,000,000.00
						EL DISEASE - POLICY LIMIT	\$1,000,000.00
						EL DISEASE - EA EMPLOYEE	\$1,000,000.00
	OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.							
CERTIFICATE HOLDER			CANCELLATION				
2805#144			In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.				
City of Milton P. O. Box 909 Milton, FL 32583			AUTHORIZED REPRESENTATIVE				
			 THE GRAY INSURANCE COMPANY				
GCF 00 50 01 01 12							

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

- Blanket Waiver of Subrogation when required by written contract.
- Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.
- Primary Insurance Wording Included when required by written contract.
- Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
Premises/Operations
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
"In Rem" Endorsement
Cross Liability
Severability of Interests Provision
"Action Over" Claims
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

- Blanket Waiver of Subrogation when required by written contract.
- Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

- Blanket Waiver of Subrogation when required by written contract.
- U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: \$1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement
"In Rem" Endorsement
Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

- Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.



 **COPY**

*Original in
file 2018.02.02*

8132 Pittman Ave
Pensacola, FL 32534
(850) 484-4344 - Office (850) 484-4323 - Fax

Sealed Proposal

Debris Removal and Disposal Services
RFP # 2018.02.02
PROPOSAL DOCUMENTS

In Response To:
City of Milton, FL
Due: April 5, 2018
2:00 PM Local Time

City of Milton, FL
Purchasing Department
6738 Dixon Street
Milton, FL 32570



Table of Contents

1. Offer Letter
2. Qualifications and Experience with References
 - a. Current Project Assignments
 - b. Understanding of the Project
3. Financial Information
 - a. Financial Institution Letters
 - b. Bonding Letter
4. Pricing and Required Documents
5. Management/Approach Plan
 - a. Subcontracting Statement
6. Summary of Key Personnel
7. Minority Certification



BKW, Inc., has received and acknowledges addendums:

1a, 1b, 1c, 2 and 3



3/27/2018
City of Milton, FL
Purchasing Department
6738 Dixon Street
Milton, FL 32570

RE: Debris Removal and Disposal Services
RFP No. 2108.02.02

BKW, Inc., is pleased to present the City of Milton the following proposal in response to RFP #2018.02.02 for Debris Removal and Disposal Services

BKW is a local women-owned company, established in 2004, with its principal operations being disaster response, debris removal and disposal, site preparation and restoration, wildfire relief, and temporary housing installation. With its home office located in Pensacola, Florida, BKW has successfully completed a variety of disaster recovery projects for various City, State, Parish and County governments, as well as the USACE. Our most recent project, the California wildfires, in Napa, Sonoma, and Calaveras Counties, coupled with the bark beetle infestation relief in multiple counties, resulted in BKW's removal, transportation, reduction and disposal of over 40,000 trees for Pacific Gas and Electric.

Karen Webb, BKW's president, has directly overseen all completed disaster response projects over the last 14 years, including the removal, reduction, recycling and disposal of over 20 million cubic yards of disaster-generated debris. In addition, BKW has numerous well-seasoned managers with a long history of disaster debris removal operations management and execution.

If requested, BKW will provide the City of Milton, FL debris management training, assistance in developing a debris management plan, and can arrange for NIMS training for County staff. Additionally, BKW's senior disaster recovery management staff will participate in any table top exercises for mock disasters the City may choose to implement. Additionally, our staff will remain available long after the clean-up has been completed, assisting in FEMA reimbursement and subsequent audits, were they to arise.

BKW, along with its owned equipment and team of highly experienced and qualified subcontractors, can quickly mobilize a team with high removal capacity, with a sufficient number of crews for timely removal, reduction, recycling and disposal of all debris. BKW and their staff have a keen understanding of the delicate nature of the community and its residents, as well as the most important concerns of safety and environmental protection during the recovery efforts. We keep all these concerns at the forefront of our activities. BKW and their staff is experienced in all FEMA procedures and documentation requirements. We look forward to the opportunity to work side by side with the City of Milton, FL personnel in any recovery efforts we may undertake.

Regards,

A handwritten signature in cursive script that reads "Karen Webb".

Karen Webb
President



DISASTER RECOVERY PROJECTS

Principals of BKW have responded to virtually every major natural disaster since 1989. BKW has been involved in all facets of disaster-related tasks, including debris removal, processing, reduction, disposal, and demolition. Our debris removal and dump site management services encompass all phases of removal, including separating, reducing, burning, grinding, trimming and stump extraction. With an extensive work force and a virtually unlimited equipment base, BKW can mobilize within twenty-four hours after any major *or* minor disaster. Listed are some of the major natural disaster projects completed by BKW, with the reference contact person.

2018 City of Houston, Debris Removal after Hurricane Harvey

Harry Hayes, Public Works Director: 832-395-2500

As Prime Contractor, BKW is tasked with the loading and hauling of debris from city rights of way and. 51,720 cubic yards to date.

2018 California Tree Mortality Project, Tree Removal, Gathering, Hauling & Disposal

Eric Hedrick P&J Vice President 800-955-0876

As Sub Contractor to P&J, BKW is tasked with the removal of dead or dying trees infested with the bark beetle, as well as, gathering, hauling, and disposing of all tress cut. In access or 40,00 trees to date

2017 California Tree Mortality Project, Tree Removal, Gathering, Hauling & Disposal

Eric Hedrick P&J Vice President 800-955-0876

As Sub Contractor to P&J, BKW was tasked with the removal of dead or dying trees infested with the bark beetle, as well as, gathering, hauling, and disposing of all tress cut. In access or 40,00 trees to date.

2017 City of Houston, Marine Debris removal, Debris Removal after Hurricane Harvey

Eric Hedrick P&J Vice President 800-955-0876

As Sub Contractor to P&J, BKW is tasked with the loading and hauling of debris from Houston Waterways, and city rights of way. 40,900 cubic yards

2017 California Wildfire – TUBBS Fire in Sonoma, and Napa Counties, Tree cutting, Debris Removal, and Disposal Contract

Eric Hedrick P&J Vice President 800-955-0876

As Sub Contractor BKW was tasked with the technical tree removal after the TUBBS fire, for Pacific Gas & Electric to re-establish power infrastructure. As well as the gathering, hauling, and disposal of debris.

2017 California Wildfire –Butte Fire in Calaveras County, Tree cutting, Debris Removal, and Disposal Contract (Roadway)

Eric Hedrick P&J Vice President 800-955-0876

As Sub Contractor to P&J BKW was tasked with the technical tree removal after the Butte fire, for Calaveras County roadways, as well as, Gathering, Hauling, and disposal of debris.

2017 California Wildfire – Butte Fire in Calaveras County, Tree cutting, Debris Removal, and Disposal Contract (Utility)

Eric Hedrick P&J Vice President 800-955-0876

As Sub Contractor to P&J, BKW was tasked with the technical tree removal after the Butte fire, for Pacific Gas & Electric to re-establish power infrastructure. As well as the gathering, hauling, and disposal of debris.

2016 California Wildfire – Butte Fire in Calaveras County, Tree cutting, Debris Removal, and Disposal Contract

Eric Hedrick P&J Vice President 800-955-0876

As Sub Contractor to P&J, BKW was tasked with the technical tree removal after the Butte fire, for Pacific Gas & Electric to re-establish power infrastructure. As well as the gathering, hauling, and disposal of debris.

2015 West Liberty, KY

Eric Hedrick P&J Vice President 800-955-0876

As Sub Contractor to P&J, BKW was tasked with gathering, loading and hauling debris from roads, right-a-way, and designated Public Property to a Staging Site. 125,000 Cubic Yards

2014 City of Tuscaloosa, AL Spring Tornados

Eric Hedrick P&J Vice President 800-955-0876

As Sub Contractor to P&J, BKW was tasked with gathering, loading and hauling debris from roads, right-a-way, and designated Public Property to a Staging Site. 125,000 Cubic Yards

2011 St. Claire County, Alabama; Tornado Event***

Contact: Eric Hendrick (813) 714-9471

As a subcontractor to Phillips & Jordan, BKW and Principles was responsible for debris removal, reduction and total TDRS site management for all of St. Claire County, Alabama.

2005 New Orleans, LA

Eric Hedrick P&J Vice President 800-955-0876

As Sub Contractor to P&J, BKW was tasked with gathering, loading and hauling debris from roads, right-a-way, and designated Public Property to a Staging Site. 200,000 Cubic Yards

*All Projects listed were in excess of one million dollars



CIVIL PROJECTS

BKW, has many notable accomplishments in all aspects of civil construction, in both the public *and* private sector. Our expertise extends to every phase of underground utilities and construction best management practices, including engineering, and construction design. As a turnkey contractor, we're able to do what you need us to do.

**2018-In Progress, Escambia County FL
Shadow Grove Drainage Improvements**

Contact: Nick Chauvin 850-375-3719

Repairing drainage and installation of sheet piling

Total Price: \$2,419,955

**2018-In Progress, City of Pensacola, FL
Gaberone Swamp Retention Pond Installation**

Contact: Brad Hinote 850-435-1646

Installation Of Retention Pond

Total Price: \$1,029,548

**2018-In Progress, City of Pensacola, FL
Clematis Street Storm Water Enhancement**

Contact: Brad Hinote 850-435-1646

Installation of Underground Utilities

Total Price: \$416,173

**2018-In Progress, Escambia County, FL
Perdido Landfill Cell Installation**

Contact: Nick Chauvin 850-375-3719

Installation of Cell 1-A. Grading, Liner installation, and underground utilities

Total Price: \$5,137,550

**2018-In Progress, Appalachicola Airport
Franklin County, FL**

Contact: Jeff Hinote 850-227-6729

Provide maintenance and repair of underground utilities and replacement of Runway

Total Price: \$1,862,025

**2018-In Progress, Wharton-Smith Players Club WRF
Jacksonville, FL**

Contact: Robert Lightsey 407-402-8763

Install Underground utilities, Site work, Water and Sewer, Grading and paving, Structure
Demolition, and Curb installation

Total Price: \$1,612,379

**2017 City of Pensacola
Bayou Chico North**

Contact: Brad Hinote 850-435-1646

Install Aqua Shield Boxes and Storm Water upgrades

Total Price: \$304,926

March 26, 2018

Re: BKW, Inc

To Whom It May Concern:

This letter is to confirm that BKW, Inc is in good standing with Synovus Bank. All loans are paid on-time, and strong deposit balances are kept on hand. BKW also is in good standing for borrowing money, should that need arise. Should you need anything further, you may contact me at matthewnewcomer@synovusbank.com or (850) 436-7837.

Sincerely,



Matt Newcomer
VP, Commercial Banking



107 St. Francis Street
Mobile, AL 36602
www.trustmark.com

March 27, 2018

BKW, Inc.
Mrs. Karen Webb
8132 Pittman Ave.
Pensacola, FL 32534

To whom it may concern:

Please allow this letter to serve as a bank reference and letter of good standing for BKW, Inc.

BKW, Inc. has several accounts with Trustmark National Bank to include loan and deposit accounts, all of which are in good standing. We have established a comprehensive relationship with BKW, Inc. and look forward to expanding our relationship in the future. Please feel free to contact me directly at 251-438-6251 with any questions. Thank you.

Regards,

Ed Ferniany
Vice President, Commercial Banking

People you trust.
Advice that works.



NHC NIELSON, HOOVER & COMPANY

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

March 26, 2018

Re: **BKW, Inc.**

To Whom It May Concern:

This is to advise you that our office provides bid, performance, and payment bonds for **BKW, Inc.** The name of their surety **NGM Insurance Company**, which carries an A.M. Best Rating of **A (Excellent)**, and it is listed in the Department of Treasury's Federal Register with an underwriting limitation of **\$100,400,000.00**.

Based upon normal and standard underwriting criteria at the time of the request, **NGM Insurance Company**, should be in a position to provide **BKW, Inc.** Performance and Payment Bonds for the single projects in the amount of **\$10,000,000.00** and aggregate support in the amount of **\$20,000,000.00**. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

BKW, Inc. is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. We do not assume liability to any third party, including yourselves, if we do not execute said bonds.

Please be advised that this letter is not pre-qualifying the client for Subcontractor Default Insurance. We accept no responsibility whatsoever as to the qualifying requirements of this client for the underwriting of Subcontractor Default Insurance.

If you should have any questions, please do not hesitate to give me a call.

Sincerely, *

Dantel Oaks
Surety Specialist
Nielson Hoover & Company, Inc.