

REQUEST FOR PROPOSALS
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

Emergency Debris Removal and Disposal

RFP NO.:

1819-11-010

DUE DATE:

Tuesday, April 9th, 2019 at 3:00pm

ISSUED:

Wednesday, March 6th, 2019

CONTACT PERSONS:

Director
Dionisio Torres
Public Service Department
DTorres@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Village Managers' Office – Procurement Division
LPittser@palmettobay-fl.gov



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SECTION 1.0: Advertisement



**REQUEST FOR PROPOSALS (RFP)
EMERGENCY DEBRIS REMOVAL AND DISPOSAL
No. 1819-11-010**

The Village is seeking to procure a qualified and experienced company with extensive expertise in Emergency Debris Removal and Disposal as required by the RFP. The company must possess a minimum of **seven (7) years'** experience in Debris Removal and Disposal working in conjunction with public entities and FEMA. Services shall be provided in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the Village needs. Contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) Part 13, (§13.36, Procurement) in order to be eligible for reimbursement under the Public Assistance Program. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

Sealed bids must be received by the Village Clerk at Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00pm on or before Tuesday, April 9th, 2019. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

Bid documents may be obtained on or after Wednesday, March 6th, 2019 at 9:00 am by going to www.palmettobay-fl.gov click "businesses" tab and proceed to click Bids& RFP's and download the bidding package. There will be a **non-mandatory pre-bid meeting on Tuesday, March 19th, 2019 @ 10:00 a.m.** to discuss the scope of services and answer questions. The Pre-Bid Conference will be held at Village Hall located at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

The Village of Palmetto Bay reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it later from the beginning), to waive any informalities, irregularities or technicality in bids received. There is no obligation on the part of the Village to award the bid in whole or in part to one or more respondents or to the lowest bidder. The Village reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the Village. The Village shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

If additional information is required, please contact the Village of Palmetto Bay, Procurement Specialist at LPittser@palmettobay-fl.gov.

SECTION 2.0: Introduction

FEMA guidelines stipulate that for the Village to be able to receive assistance for disaster debris removal from public access roads, rights-of-way, and public property, the Village must establish a debris removal and Disposal service contract. The contractor shall be familiar with the proper forms needed to be filled out to FEMA. Record keeping of debris removal and disposal activities is a critical component in a successful debris operation and in the justification and documentation of any application for FEMA Public Assistance funding. The responsibility of these contractors will be to deploy trained debris monitors to observe and document debris removal contractor activities alongside with the Village's assigned personnel.

As such the Village is soliciting sealed proposals to establish an on call comprehensive Emergency Debris Removal and Disposal contract with qualified and experienced contractor(s). The successful respondent for this project will provide disaster debris pickup, clearing and disposal with proper record keeping for example: description of job, equipment used, how many personnel used, hourly wage, cu yard and disposal location. Also, supervisory personnel who will provide site monitoring services as the debris is picked up and loaded at various disaster sites throughout the Village as well as provide monitoring services at the designated debris delivery dump sites. The successful respondent shall provide forms and services for reporting manifests, load tickets, daily reports, reconciliation reports and truck/equipment measuring sheets. The successful respondent shall also provide employee hourly analysis reports, including mileage, for its own employees. All monitoring services shall be performed to FEMA and Village standards.

The response of the selected contractor(s) to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to assure that the Village shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate federal, state and private agencies. Contract services resulting from this RFP shall be performed on an "as needed basis" following a declaration of emergency and task assigned with specific contract task orders for an initial period of one (1) year. Response activation will be through issuance of a Work Order.

Contractor(s) are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFP. Proposals shall be prepared in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village.

Prior to the submittal of a proposal, Contractor(s) are advised to carefully examine the following:

- General Terms and Conditions
- Project scope and work tasks to be accomplished
- Specifications
- Insurance requirements and required documentation
- The Contract Document

Community Profile

The Village of Palmetto Bay, Florida is a Miami suburban incorporated Village in Miami-Dade County, Florida. The village incorporated on September 10, 2002, taking the territory formerly held by the Cutler and East Perrine census-designated places. The Village provides high-quality government services to the over 24,469 residents. The Village is home to the Old Burger King headquarters and the Deering Estate. The Village covers 8.8 square miles of land with approximately 118 centerline miles of streets. It is bordered by the Village of Pinecrest on the north, and the Town of Cutler Bay on the south, Biscayne Bay on the east and Unincorporated Miami-Dade County on the west. To learn more about the Village of Palmetto Bay, please visit our official website at www.palmettobay-fl.gov.

Background Information

The most recent declared disaster was Hurricane Irma, with a total debris pickup of 240,462 cubic yards.

Estimated Schedule

The Village anticipates that RFP activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

Request for Proposal - Legal Advertisement	March 6 th , 2019	
Non-Mandatory Meeting Municipal Building 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	March 19 th , 2019	10:00am
Last Date for Submittal of Written Questions Prior to Proposal Due Date	April 3 rd , 2019	03:00pm
Bids Due Attn: Missy Arocha, Village Clerk Municipal Building 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	April 9 th , 2019	03:00pm **

**** or before 3:00pm on April 9th, 2019.**

Contract Award

A. Proposal Retention and Award

The Village reserves the right to retain all proposals for a period of 90-days for examination and comparison. The Village also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

B. Competency and Responsibility of Contractor

The Village reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Contractors. Contractors will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

C. Contract Requirement.

The Contractor to whom award is made (Contractor) shall execute a written contract with the Village within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

D. Insurance Requirements.

The Contractor shall provide proof of insurance in the form, coverage's and amounts specified in Section 3.13 of these specifications.

E. Business License & Tax.

The Contractor must have a valid Florida business license and tax certificate.

F. Failure to Accept Contract.

The following will occur if the Contractor to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Contractor's bond or security is required; and an award may be made to the next highest ranked Contractor with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

G. Contract Term

The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement annually not to exceed five (5) consecutive years. In the event the Village decides to exercise the one-year (1) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Contractor prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement and provide current insurance.

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of RFP

3.00 Requirement to Meet All Provisions

Each Contractor(s) submitting a proposal shall meet the terms and conditions of the REQUEST FOR PROPOSAL (RFP) specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the contractor acknowledges agreement with and acceptance of all provisions of the RFP specifications.

3.01 Errors and Omissions in RFP

Contractors are responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Contractors are to promptly notify the Village's Procurement Specialist, in writing, if the Contractor(s) discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding RFP

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Procurement Division – Village Manager's Office
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Wednesday, April 3rd, 2019 at 3:00pm.

3.03 Addenda to RFP

The Department may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify contractors in a timely manner of modifications to the RFP. Notwithstanding this provision, the Contractor shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. *Each respondent shall acknowledge receipt of any addenda by indicating same in their proposal submission.* Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

3.04 Proposal Withdrawal and Opening

A Contractor may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Contractor unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Contractors who withdraw their proposal prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. If the contractor chooses to withdraw their proposal after the Contractor has been granted the award, there will be fees that will be incurred to the Contractor as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. Contractor(s) or their representatives are invited to be present at the opening of the proposals.

3.05 Revision of Proposal

At any time during the submittal evaluation process, the Department may require a Contractor to provide written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this RFP does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue a REQUEST FOR PROPOSAL; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures to include examiners, committees, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Contractor that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Contractor.
- With a declaration of disaster, time is of the essence, therefore, the Village has the right to give a notice to proceed to the 1st ranked, if contractor is not available the Village can proceed with the next ranked contractor until services can be performed.

3.07 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or act on account of any failure by a Contractor to observe any provision of this RFP.

3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the Village Manager to the Village Council, are under the “Cone of Silence.”

The Cone of Silence ordinance is available at:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential contractor, service provider, lobbyist, or Contractor and any Council member, employee of the Village of Palmetto Bay is prohibited. Communication during the cone of silence can only be directed to the Procurement Specialist named herein provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Contractor prior to the execution of a contract, including but not limited to costs incurred by the Contractor as a result of preparing a response to this RFP.

Contractor(s) are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Contractor’s risk.

3.10 Certification

The signer of the Response (to this RFP) must declare by signing all the required forms included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Contractor/Contractor List
3. References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Ownership Disclosure Affidavit
10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Contractor Past Contract Disqualifications

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection. Personal financial statements are exempt from public records and will be confidential. Records shall also be maintained in accordance with FEMA and FHWA 1273 standards.

3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Contractor is awarded.

3.13 Insurance

Upon Village's notification of award, the Contractor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$2,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Contractor liability insurance - \$1,000,000
- Garage Liability Insurance – covering non-owned vehicles in the amount of \$ 1,000,000 per vehicle accident.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Contractor fails to submit the required

insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.14 Accounting

The Contractor shall submit invoices detailing the required information such as load tickets and total cubic yards picked up etc. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices shall be submitted to the Village of Palmetto Bay, Public Service Department, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

Each Contractor shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.16 Submittal of One Proposal Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Contractor submitting a proposal, or who has quoted prices on materials to such Contractor, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Contractors submitting proposal.

3.17 Contractor Responsibilities

The Contractor shall not look at the Village of Palmetto Bay to pay for damages to the Contractor's personal property, the Contractors' employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

3.18 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract if enough funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

3.19 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.20 Litigation

All Contractors shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Contractor, any of its employees, or sub-contractor has been involved in within the last three (3) years.

3.21 Sub-Contractor

If any Contractor submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Contractor(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay. The subcontracting contractor will need to abide by all the requirements as the prime Contractor.

3.22 Indemnification

The Contractor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this solicitation and the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals or sub-contractor. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

3.23 Quality - Not Applicable

~~All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new. The items must be new, the latest model, of the best quality, and highest grade workmanship.~~

3.24 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR.CH2AD.ARTVIFI.DIV2PRCO.S2-175PRPR

3.25 Force Majeure

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

3.26 Work Delays – Not Applicable

~~Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.~~

SECTION 3.1: Special Terms and Conditions for Receipt of RFP

3.1 Required Clauses from Federal Emergency Management Agency (FEMA)

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated into this solicitation and subsequent contract. By submitting a proposal in response to this solicitation, the contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

A. Key Definitions

1. **Federally Assisted Construction Contracts.** Regulation 41 C.P.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

2. **Construction Work.** The regulation at 41 C.P.R. §60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
 - a. During the performance of this contract, the contractor agrees as follows:
 - i. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall 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 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.

 - ii. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

3. The contractor shall send to each labor union or representative of works 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.

4. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor shall include the portion of the sentence immediately preceding paragraph (i) 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 shall take such action with respect to any direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Compliance with the Copeland and Anti-Kickback Act

1. The contractor shall comply with 18 U.S.C. § 874, 40\ U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may be appropriate instructions require, and 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 these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in C.P.R. § 5.12.

C. Contract Work Hours and Safety Standards Act

Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Village of Palmetto Bay shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and 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 paragraph (1) through (4) of this section.

D. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et. Seq.
2. The contractor agrees to report each violation to the Village of Palmetto Bay and understands and agrees that the Village of Palmetto Bay will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contactor agrees to include these requirements in each subcontract exceeding \$ 100,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. Seq.
2. The contractor agrees to report each violation to the Village of Palmetto Bay and understands and agrees that the Village of Palmetto will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$ 100,000 financed in whole or in part with Federal assistance provided by FEMA.

F. Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2. C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
3. This certification is a material representation of fact relied upon by the Village of Palmetto Bay. If it is later determined that the contractor did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village of Palmetto Bay, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)

The contractor/respondent agrees to cooperate with the Village of Palmetto Bay for the Village to recover as much of its debris removal cost as possible from the federal government, including FEMA, and to provide necessary documentation, including Certifications regarding lobbying. Currently, FEMA requires that the Village and all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose lobbying activities seeking to influence federal office, employees,

members of Congress in connection with obtaining federal contract, grant or any other award covered by 31 U.S.C. § 1352. All contractors by submitting a proposal, agree to provide Certification regarding Lobbying as required by the federal government and/or its agencies.

H. Procurement of Recovered Materials

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-
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price
2. Information about this requirement is available at EPA's Comprehensive Procurement Guide Lines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

I. Access to Records

1. The contractor agrees to provide the Village of Palmetto Bay, 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.
2. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions needed.
3. The contractor agrees to provide FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

J. Disaster Response Services (DRS) Seal, Logo, and Flags

The contractor shall not use the DRS seal(s), logos, crests, or reproduction of flags or likenesses of DRS agency officials without specific FEMA pre-approval.

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

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

L. 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 party pertaining to any matter resulting from the contract.

M. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

N. Bonds/Guaranty – Performance and Payment Bonds

Contractor shall provide the Village with a Performance and Payment Bond based on 100% of the contract value, within three (3) calendar days of a written notice to proceed by the Village. Once activated, the Performance and Payment Bonds shall be in force for a period of not less than one year from the date of the original execution by the Bond Surety. Bonds shall be executed by the Contractor and surety company authorized to do business in the State of Florida with an A.M. Best rating of "B+" or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

NOTE: A LETTER FROM YOUR BONDING COMPANY THAT VERFIES YOU CAN COMPLY WITH THIS REQUIREMENT AND MAXIMUM AMOUNT IN WHICH YOUR FIRM CAN BE BONDED MUST BE INCLUDED WITH YOUR PROPOSAL. FAILURE TO SUBMIT THE LETTER WITH YOUR PROPOSAL SHALL RENDER YOUR PROPOSAL NON-RESPONSIVE.

END OF SECTION

SECTION 4.0: Scope of Services

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all services necessary. The following are the services necessary to satisfy the terms of the contract agreement.

4.0 Scope of Work

The selected Contractor shall perform the services detailed in this specification in a timely and expeditious manner. If the disaster is such that it may reasonably be predicted in advance, selected Contractor(s) shall have management personnel with the Village's Emergency Operations Center (EOC) at least 24-48 hours prior to arrival of the disaster. If the disaster is such that the disaster could not be predicted the selected Contractor(s) shall have management personnel with the EOC within 24 hours after the event. Selected Contractor(s) shall mobilize work crews and heavy equipment within such period as may be set forth within the Notice to Proceed. Crews shall be mobilized in a staggered phasing so as not to overwhelm the resources of the Village's monitoring personnel. As part of the proposal, Contractors shall describe their mobilization program and experience with such mobilization. Selected Contractor(s) should clearly detail experience in large, previous compelling mobilizations, to multiple sites with short time frames.

The selected Contractor(s) shall provide a daily update of progress, showing the streets cleared by map, the volumes recovered, the location of the crew, and the estimated percentage completion and, shall be accessible by the Village. Contractor(s) shall provide examples of such work plan, their web-based programs, their plans for its use, and the hosting thereof in their proposal.

4.1 Definitions

Whenever, in these Instructions, the terms defined in the RFP Documents are used (or pronouns used in their place), the intent and meaning of such terms shall be interpreted as indicated in the Contract.

Aerial Photographs mean 8 1/2" x 11" color enlargements of multiple view (usually 3) aerial photographs of debris sites for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.

Village means the Village of Palmetto Bay or the Village Council, for who work is to be conducted pursuant to this RFP and contract.

Contract Manager means the Village's representative duly authorized by the Village Manager or Public Service Director to provide direction to the Contractor regarding services provided pursuant to this RFP and contract.

Contractor means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Drop-off Site means a site established for residents of the Village of Palmetto Bay to drop off debris.

Eligible Debris means debris resulting from a presidentially declared disaster whose removal, as determined by FEMA, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.

FDEP means the Florida Department of Environmental Protection.

FDOT means the Florida Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FHWA means the Federal Highway Administration.

Hazardous Stump means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

Mixed Debris means a mixture of various types of debris including, but not limited to, construction and demolition debris, white goods, metals, household hazardous waste, abandoned vehicles, tires, etc.

Notice to Proceed means the written notice given by the Village to the Contractor of the date and time for work to start.

NRCS means the U.S. Department of Agriculture's Natural Resources Conservation Service.

Project Manager means the individual appointed by the Contractor to be the Village's primary point-of contact and who is responsible for all services and personnel that are provided by the Contractor pursuant to this RFP and contract.

Proposer means any person, partnership or corporation submitting a proposal pursuant to this RFP.

TDSR Site means Temporary Debris Storage and Reduction Site.

Vegetative Debris means clean, woody debris and other organic materials that can be chipped and mulched.

4.2 Project Management and Process Oversight

Project management and process oversight activities shall include but not be limited to the following:

A. The Contractor shall appoint a Project Manager, fluent in English, who will be the Village's primary point-of-contact and will be responsible for all services and personnel that are provided by the Contractor.

B. The Project Manager shall assist the Village in developing a Debris Management Action Plan for the specific occurrence. The Contractor may also be requested to assist in other debris recovery planning efforts, such as identifying adequate TDSR Sites, estimating debris quantities, and developing emergency plans for debris clearance following an emergency event.

C. The Project Manager shall attend all meetings and briefings designated by the Village. Daily meetings will be conducted by the Village with the Contractor, DMC and other essential personnel problems, and discuss progress of the debris recovery effort.

D. The Contractor shall provide trained personnel to observe, direct and document the activities of the DMC. The Contractor shall be responsible for scheduling work for all its personnel daily. The Contractor shall assist the Village in coordinating work assignments for the DMC.

E. The Contractor shall monitor the DMC's progress and record the progress daily, including mapping all streets and locations where debris was collected.

F. The Contractor shall track and coordinate with Village personnel to respond to problems in the field and to citizens' complaints, including commercial or residential property damage claims as a result of debris removal.

G. The Contractor shall attend one meeting annually, at no expense to the Village, for pre-event planning.

H. The Contractor must be prepared to provide TDSR and Loading Site Monitors per day at a minimum of a twelve to fourteen (12-14) hours per day, seven (7) days per week.

I. The Contractor must be prepared to provide personnel as necessary and needed to monitor and verify eligible debris removal functions.

J. The Roving Debris Monitors must be prepared to operate a minimum of twelve to fourteen (12-14) hours per day, seven (7) days per week.

K. Contractor must provide all equipment, tools, supplies and training to all personnel that is necessary for them to perform their responsibilities.

4.3 Documentation and Reimbursement

A. The Contractor shall use load tickets, provided by the DMC, to track and document the removal and management of Eligible Debris. The Contractor shall ensure that load tickets meet the requirements of FEMA and other federal or state reimbursement agencies. The Contractor shall retain original completed tickets on behalf of the Village, which shall be turned over to the Village daily. Copies of completed load tickets shall also be retained by the Contractor, vehicle driver, subcontractor, and DMC.

B. The Contractor shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours following a declared Presidential disaster, this may require documenting times that DMC manpower and equipment are actively used in order to document time-and material reimbursements. This shall

also include any photographs or other means of confirming debris load information for reimbursement purposes.

C. The Contractor shall assist the Village in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable federal, state or local agencies.

D. The Contractor shall provide regular reports throughout the emergency event, including updates for the daily briefing meetings; reports on the review and validation of the DMC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDSR Site as well as a total for all TDSR Sites; and a final report following completion of debris recovery operations.

E. The Contractor will prepare and submit operational reports throughout the duration of the recovery operations.

Daily reports shall document the debris removal contractors' activities and progress from the previous day. Daily reports will be submitted to by 9:00 am to a distribution list established by the Village's Project Manager. Each daily report submitted will contain the following minimum information:

1. Contractor name
2. Contract number
3. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled.
4. GIS mapping data updates and digitized reports.
5. All available GIS layers required will be provided to the Contractor by the Village prior to an event or as soon as possible to ensure up to date files and consistency in field structure.
6. Data exports on a monthly basis will be provided in a format acceptable to the Village.
7. Scanned documents should be at a minimum 300 dpi and in jpg, or pdf file format.
8. Aerial Photography on a monthly basis, if requested by the Village.

In addition, Proposer shall provide Safety reports, Truck/Trailer Certification reports, personnel assignments, and other such reports as deemed necessary to properly and accurately manage and monitor the Work.

At a minimum the Proposer must be familiar with FEMA's Public Assistance Program, and the latest editions of the following:

- a. Public Assistance Guide (FEMA 322)
- b. Applicant Handbook (FEMA 323)
- c. Public Assistance Debris Management Guide (FEMA 325)
- d. Public Assistance Debris Monitoring Guide (FEMA 327)
- e. Debris Estimating Field Guide (FEMA 329)
- f. FEMA's Recovery 9500 Series
- g. FEMA Disaster Assistance Policies
- h. FEMA PA Program guidelines

i. FEMA Recovery Fact Sheet RP9580.201

j. Memorandum of Understanding for Contaminated Debris Management between FEMA, EPA, and USACE

4.4 Field Collection

In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities shall include but not be limited to the following:

A. The Contractor shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DMC recovery crews is Eligible Debris and to issue debris load tickets for such Eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors

B. The Contractor shall train all Field Monitors and Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. The Contractor shall equip all Field Monitors with vehicle transportation and with state-of-the-art technology, which shall include cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.

C. Field Monitors shall enforce the DMC's "clean as you go" policy.

D. Field Monitors shall continuously inspect the work of the DMC to ensure that debris removed is of the proper type and from the areas designated by the Village, and to verify the proper loading and compaction of debris into debris recovery equipment. Photographs of debris shall be taken as directed by the Village to verify the source and type of debris for reimbursement purposes.

E. If the Field Monitor finds that the DMC's work is not performed as specified by the Village, the Field Monitor must immediately initiate a stop work order and notify their Field Supervisor or the Project Manager. All stop work orders must be documented and reported to the Village's Contract Manager.

F. Field Monitors shall survey their assigned areas for special needs and record detailed information, including photo documentation, specific location, specific threat, and any special circumstances, regarding the following: Hazardous Stumps, and leaning trees (leaners), as well as a random sample of hanging limbs (hangers). For Hazardous Stumps, Field Monitors should also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material to fill the hole. Field Monitors shall also document in detail removal of the Hazardous Stumps, leaners or hangers.

4.5 TDSR Site and Drop-Off Site Monitors

A. The Contractor shall provide Site Monitors for each Temporary Debris Storage and Reduction Site (TDSR Site). The Contractor shall be prepared for the Village to begin hauling debris to the TDSR Sites within the timeline specified under Section 4.0 "Scope of Work".

TDSR Site Monitor responsibilities shall include but not be limited to the following:

1. Ensure all loads of debris brought to the site by the DMC and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.
2. Photograph loads of debris, as directed by the Village, and record load information on the photograph.
3. Collect all load tickets and provide copies of them to the DMC's designated personnel.
4. Certify and update the DMC's fleet documentation. The Contractor will obtain from the DMC such documentation, including vehicle number, type of vehicle and volume capacity calculation. The Contractor shall certify all debris vehicles at the TDSR Sites based on the timeline provided on section 4.0. The Contractor shall update the fleet documents as the DMC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. The Contractor shall also periodically and randomly perform volume capacity verifications of recovery vehicles. • Verify that all DMC equipment has been completely emptied prior to leaving the TDSR Site.
5. Observe all vehicles entering and exiting the TDSR Site to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.

B. The Contractor shall provide or arrange for field operation trailers and generators at all TDSR Sites for use by its staff.

C. The Contractor shall provide Site Monitors for each public debris Drop-off Site. Drop-off Site Monitor responsibilities shall include but not be limited to the following:

1. Ensure that only Village of Palmetto Bay residents are using the site. If an individual is not a resident, it shall be the Site Monitor's responsibility to inform the individual of such and provide them options as to how they can manage their debris as directed by the Village.
2. Record the address of the eligible site users and the type and quantity of debris they brought to the site.
3. Record and provide a copy of the completed load tickets to the DMC to remove the debris from the public Drop-off Site.
4. Photograph debris, as directed by the Village, to verify the source and type of debris.
5. Assist with communicating to residents proper handling and disposal practices and with distributing informational flyers, at the Village's request.

D. The Contractor shall be responsible for the following items at all TDSR Sites and Drop-off Sites:

1. Verify that all sites have access control and security.
2. Monitor the type of debris entering the sites, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location.
3. Assist with coordinating the logistics of the site to ensure efficient traffic flow.

4. Conduct periodic safety inspections to ensure the DMC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment.
5. Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured.
6. Report safety or other hazards to the Village.

4.6 Technical Expertise and Guidance

As directed by the Village, the Contractor(s) shall provide:

- a. Development of debris plan to include staff training.
- b. Technical support and assistance in developing public information.
- c. Other reports and data as required by the Village.
- d. Aerial photographs per Village specifications will be flown monthly (of the debris sites or other areas if designated or requested by the Village).

4.7 Contractor Personnel

A. The Contractor shall secure at its expense all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationship with the Village or of the Village's DMC.

B. The Contractor's shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Fully trained, qualified, competent and reliable personnel capable of providing comprehensive Emergency Debris Removal and Disposal in compliance with the requirements and instructions contained in this competitive RFP. Staff trained, knowledgeable and capable of reviewing, reconciling and compiling reports, invoices, logs, etc. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP and other application federal, state or local agency regulations and policies is required. If necessary, Contractor personnel shall possess any certifications or licenses that are required by federal, state or local law in order to perform such services.

C. At the annual hurricane preparedness meeting with the Village, the Contractor shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. The Contractor shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to the Project Manager and Field Supervisors, must be approved by the Village. The Village retains the right to request personnel replacements.

D. The Contractor's staffing plan shall include the positions listed below. The Contractor may use other positions as necessary and as approved by the Village. All such positions and applicable hourly rates shall be listed in the Price Proposal Form provided in Section 8.0 Required Proposal Submittal Forms.

1. Project Manager – Primary point-of-contact to the Village and overall responsible for all Contractor services and personnel.
2. Field Supervisor – Responsible for a crew of Field Monitors.

3. Field Monitor – Responsible for overseeing the DMC’s debris recovery activities and issuing load tickets.
4. TDSR Site Monitor – Responsible for recording the volume of debris brought to a TDSR SITE by the DMC.
5. Drop-off Site Monitor – Responsible for determining the eligibility of users at the public debris Drop-off Sites and issuing load tickets to the DMC.
6. Debris Site Security – Provides security at TDSR Sites and Drop-off Sites when sites are not open.
7. Data Entry – Track, verify and enter load tickets.

E. The Contractor’s field personnel shall be identifiable with safety vests and vehicle placards.

The final determination of staffing will be made by the Village depending on need. All Monitors must be a minimum of eighteen (18) years of age and have a valid driver’s license issued in the United States and be capable of climbing a staircase ladder ten (10’) feet high. The Contractor(s) may use other required positions as necessary with the written approval of the Village’s Project Manager. All such positions and applicable hourly rates shall be listed in the Price Proposal Form provided in Section 8.0 Required Proposal Submittal Forms.

As applicable the Contractor(s) shall ensure that staff has vehicles, telephones, meals, lodging arrangements, safety gear, cameras, and other incidentals to work up to extended hours and up to 7 days per week. In addition, where required, staff shall be equipped with state-of-the art technology which includes digital cameras, laptop computers, field communication devices, and GPS units with an accuracy of 3 meters. Where possible the Contractor should maximize the use of individuals residing locally (Miami-Dade and Broward Counties).

4.8 Other Services

As directed by the Village, the Proposer may provide the following:

- a) Training and Assistance: Sessions for all key Village personnel and assistance in all disaster debris recovery-planning efforts.
- b) Perform Preliminary Safety and Damage Assessment: Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying hangers, leaners, stumps and unsafe trees, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster.
- c) Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the Village. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- d) Digitization of all source documentation (such as load tickets and supplies to the Village with each invoice).
- e) Pre and post soil sampling of the site.

- f) Provide a Phase I Environmental Assessment of Each TDSR Site within 2 weeks of request by the Village.
- g) A full-size evaluation, including maps of locations and surveys (wetlands, threatened and endangered species) of proposed TDSR Site(s).
- h) Assist the Village in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issue.
- i) Follow the best management practices as outlined in the Florida Stormwater Erosion and Sedimentation Control Inspector Manual.
- j) Be prepared with appropriate supervisors, staff, and watercraft to oversee clearing of debris from canals and waterways.

4.9 Review, Permits, Licenses and Certificates

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the disaster. The Contractor(s) will work closely with the Village and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Contractor(s) will identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:

- a) Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits
- b) Clean Water Act (NPDES) Permits – emergency discharge permit, indirect discharge permit, wetlands disturbance permit, and stormwater management permit
- c) Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control permit.
- d) TDSR and Final Disposal permits or authorizations from FDEP and the County RER if appropriate. All final disposal sites must be pre-approved by the Village.

4.10 Scheduling of Work

Contractor(s) will be assigned work to be performed through the issuance of a Work Order. Contractor shall provide services for a not-to-exceed fee (to be negotiated) and for the period specified in the Work Order. A mutual not-to-exceed amount will be negotiated for each operation based on the hourly rates proposed on in the RFP and incorporated into the contract. Should these services be required for a longer period, Contractor will prepare and submit a Work Order Proposal for additional costs, consistent with the rates in in the RFP and incorporated into the contract. A revised cost will be negotiated, and the Village will issue a Supplemental Work Order for the revised cost.

4.11 Event Closure

Contractor(s) will assist the Village in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by Village staff and designated debris removal contractors. The Contractor(s) will assist in reviewing and processing requests for payment by the disaster debris removal contractors. Proposer will assist the Village in responding to any audits and requests for documentation from FEMA, FHWA, Miami-Dade County, or the State of Florida.

4.12 Final Report

A final report will be prepared by the Contractor(s) and will be submitted to a distribution list as established by the Village's Project Manager within 30 days of completion of the recovery operations. Recovery Operations includes remediation of sites, closure of sites at the conclusion of all related operations.

At a minimum, the following information will be included in this report:

- 1) Discussion of disaster response requirements and results.
- 2) Recommendations for future disaster response strategies.
- 3) Copies of manifests, certificates, and related documents.
- 4) Log books and all other data taken during the implementation of the Village's Disaster Response Plan.

4.27 Indemnification

Contractor will have to indemnify the Village from all Public Assistance (PA) Funding DE obligations related to negligence, lack of due diligence &/or failure to perform services or comply with PA Program under sections 403(a)(3)(A), 406, 497 and 502(a)(5) of the Stafford Act.

END OF SECTION

SECTION 5.0: Submittal Requirements

Time and Place for Submittal of Proposals

Proposals must be received by 3:00 p.m., on Tuesday, April 9th, 2019. Official time will be measured by the time stamp of the Village Clerks Office. **Late submittals will not be considered.** Postmarks will not be considered in judging the timeliness of submittals. Proposals submitted by facsimile or email will not be accepted.

Proposals must be delivered in person and left at the front desk or mailed to:

Missy Arocha, Village Clerk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Clearly labeled "EMERGENCY DEBRIS REMOVAL AND DISPOSAL," and include the RFP# number, Contractor name, and time and date of the proposal opening.

5.00 Format and Content of Proposals

Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Submit one (1) original, one (1) copy, and one (1) electronic copy on a flash drive of your complete submittal package.

Responses to this Request shall be in one volume. Any Contractor brochures and/or information pertaining to the qualifications of the Contractor and/or team may be submitted but must be included in a single volume.

A. Cover Letter

The cover letter will include the following:

- Introduction of Contractor
- Signed by an authorized principal of the Contractor
- Include the name, Address, and Phone number of the Contractor submitting the proposal
- Include the name and signature of an authorized binding official who is authorized to answer questions regarding the Contractor's proposal

B. Qualifications and Experience of Contractor

- Respondents shall describe the company, including size, range of activities, and number of years with relevant experience with government accounts.
- Respondents shall detail company-wide experience and expertise in this scope of work.
- Proof of insurance shall be submitted as a part of the qualifications portion of the proposal.

- The respondent must provide governmental references, including name, address, and telephone number of a contact person for each project identified and described. A minimum of 5 governmental references, but no more than 10 shall be included in your proposal submission. The Village of Palmetto Bay, Reference From is incorporated in Section 8.0: Required Proposal Submission Forms.
 - References shall be similar in scope, size, or discipline to the required services described herein, performed or undertaken within the past seven years.

- Provide a list of all Municipal clients in Florida.

C. Scope of Services/Methodology

The method(s) utilized for record keeping debris removal under this Agreement are to be determined by the Contractor and approved by the Village. Describe in detail the contractor's disaster debris record keeping experience; Post-Event assistance services; number of monitors/ team composition and duties of Firm Site/Team Leader and regular Debris Monitors), and provide the qualifications of the firm's personnel experience in accomplishing the debris monitoring tasks outlined in the Scope of Services and include information for level of staff to be assigned to contract. Include a work plan which details the methodology to be followed to perform the scope of services included in this solicitation.

The work to be performed under this Agreement shall consist of the Contractor monitoring the clearing and removal of any and all eligible debris for the Village by a process including the following responsibilities and duties:

1. Accurately measure and certify all truck capacities (recertify on a regular basis throughout the project)
2. Properly and accurately complete and physically control load tickets (in tower and in the field)
3. Ensure that trucks are accurately credited for their load
4. Ensure that trucks are not artificially loaded
5. Report if improper equipment is mobilized and used
6. Report Debris Management and Removal Contractor issues to the Village Director of Public Service or designee that require action (i.e. safety concerns, contractor non-compliance, damages to property, etc.)
7. Ensure only eligible debris is loaded by the debris contractor
8. Ensure trucks are properly unloaded at the landfill or disposal site
9. Ensure hazardous waste is not loaded by debris contractor
10. Validate hazardous trees, including hangers, and stumps
11. Monitor and maintain required Federal or State required data for removal of hazardous trees, hangers, and stumps as directed by the Director of Public Service or designee
12. Maintain photo documentation of contractor debris removal trucks and activities.

D. Fees

Provide Emergency Debris Removal and Disposal fees/prices on the Price Proposal Form provided in Section 8.0 Required Proposal Submittal Forms.

E. Contract

The Village has attached its standard contract in Exhibit A.

F. Required Proposal Submittal Forms (Section 8.0)

G. Bond Surety Letter

END OF SECTION

SECTION 6.0: Evaluation and Selection Criteria

6.0 Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

Price	20
Qualifications & Relevant Experience	25
Qualifications of Project Manager & Other Key Personnel	15
Scope of Services / Methodology and Approach	25
References (Experience services for similar projects)	<u>15</u>
Total	100 Maximum Points

Proposals will be evaluated based on the Contractor’s responses to the requirements of this RFP. Evaluations will focus on relative strengths, weaknesses, deficiencies and risks associated with Proposal. Interviews with contractor are not anticipated but may be held at the option of the evaluation committee. The Village reserves the right to obtain clarification or additional information from any contractor regarding its proposal.

Short listed proposals may be selected for an oral interview or presentation prior to a recommendation being presented to the Village Council. The Village reserves the right to select a responsive, responsible contractor(s) on basis of best value that is most advantageous to the Village. Final recommendation of any selected contractor(s) is subject to the approval of Village Council.

6.1 Description of Evaluation Criteria(s):

Price (20 points): each contractor shall include any and all costs or expenses to be incurred by the proposer in completing all aspects of the project, including all direct costs and expenses, and shall also include all other costs and expenses including but not limited to such costs as the contractor's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit). Price proposals are submitted for the purposes of determining the successful proposers and establish the maximum potential value of the agreement to be awarded by the village.

Proposer qualification (relevant experience) (25 points): each contractor shall give a description of the company, including the size, range of activities, and the number of years with relative experience with governmental accounts. Emphasis should be given as to how the firm-wide experience with providing similar services, expertise, and ability to provide the scope of services required in the RFP will be brought to bear on the proposed project. Describe Post-Event assistance services and details of the firm’s disaster debris record keeping experience and proposed Disaster Debris Monitoring Deployment Plan. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal and other funding sources rules, regulations, and programs, including but not limited to, the reimbursement processes/procedures FEMA, NRSC, FDEP and Florida Laws and acceptable accounting practices. The firm should also submit proof of insurance and relevant certificates /licenses as a part of the qualifications portion of their proposal.

Qualifications of project manager & other key personnel (15 points)

Each contractor shall provide a general description of the firm, including an organizational chart, number of monitors/ team composition and duties of firm site/team leader and regular debris monitors, and provide the names and qualifications of the firm’s personnel experience in accomplishing the debris record keeping tasks outlined in the scope of services including resumes of key personnel.

Scope of services / methodology and approach (25 points): each contractor will be evaluated on their approach on how the Scope of Services will be met and the Data Management & Reporting Procedures to be used for reimbursement proposes. A work plan including an explanation of methodology to be followed to perform the services required in the proposal. Information regarding the level of staff to be assigned to contract must also be included. Respondent’s ability to respond and deliver debris monitor personnel within 24 hours of the Village’s request under the contract and respondent’s proposed Disaster Debris Monitoring Deployment Plan.

References (Experience services for similar projects) (15 POINTS): Contractor’s current workload and future commitments to other emergency response contracts both in man hours per year and as a percentage of total workload for all key project personnel. As part of the proposal evaluation process, the Village will investigate references, including a record check or consumer affairs complaints. The Village of Palmetto Bay, Reference Form is incorporated in Section 8.0: Required Proposal Submission Forms. Contractor’s submission of a proposal constitutes acknowledgment of the process and consent to investigate. The Village as part of their evaluation may perform an inspection of the Contractor’s facilities.

Discussions and/or interviews may be conducted with responsible Contractors that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing contractors. The selection shall be done by the Village’s review committee and will be recommended to the Village Council for final approval.

If the Village is unable to reach any sort of agreement with the selected Contractors, the Village will discontinue negotiations with the selected Contractors and begin negotiations with the Contractors in the following rank and so on until agreement is reached.

The Contractors to be recommended to the Village Council will be the contractors whose proposal is determined to be the most advantageous to the Village in consideration of price and all other evaluation factors which are set forth in this Request for Proposal. No other factors or criteria not listed in this RFP shall be used in the evaluation.

More than one contractor will be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

END OF SECTION

SECTION 7.0: Required Proposal Submission Forms

PRICE PROPOSAL FORM

Contractor shall provide hourly rates for the following key personnel. These labor rates shall be fully burdened to include all applicable taxes, benefits, handling charges, overhead, and profits (excluding lodging, meals, and transportation). Contractor should add to the list other positions necessary to provide the services outlined in this RFP and hourly rates for each. Job descriptions for each added position should be included in the proposal. Contractor shall also provide rates, as noted below, for supplying the Village with aerial photographs.

(Proposal Forms to be filled out, next 3 pages)

Price/Cost Form

Page 1 of 2

SECTION I: DEBRIS REMOVAL, PROCESSING & DISPOSAL				
#	DESCRIPTION	UNIT	QTY	COST
DRPD 1	Mobilize & demobilize	LUMP SUM	1 Unit	\$
DRPD 2	Pick-up and haul of white goods	EACH	1 Unit	\$
DRPD 3	Pick-up and disposal of hazardous material	POUND	1 Unit	\$
DRPD 4	Sweeping Curb and Gutter	HOURLY RATE	1 Unit	\$
DRPD 5	Process stump based on FEMA conversion table, May 15, 2007 publication DAP9523.11	CUBIC YARD	1 Unit	\$
DRPD 6	Hazardous stump removal, hauling and disposal 6" diameter to 11.99" diameter	EACH	1 Unit	\$
DRPD 7	Hazardous stump removal, hauling and disposal 12" diameter to 23.99" diameter	EACH	1 Unit	\$
DRPD 8	Hazardous stump removal & hauling, disposal 24" diameter to 47.99" diameter	EACH	1 Unit	\$
DRPD 9	Hazardous stump removal, hauling and disposal 48" diameter and greater	EACH	1 Unit	\$
DRPD 10	Dead animal collection, transportation and disposal	POUND	1 Unit	\$
DRPD 11	Debris removal from public property (rights-of-way) hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CUBIC YARD	1 Unit	\$
DRPD 12	Debris removal from Public Property (rights-of-way) & hauling to DMS within the limits of the Village of Palmetto Bay	EACH CUBIC YARD	1 Unit	\$
DRPD 13	Debris removal from DMS, hauling & disposal at FDEP approved site within Miami-Dade County	EACH CUBIC YARD	1 Unit	\$
DRPD 14	Processing (grinding) of debris at DMS	EACH CUBIC YARD	1 Unit	\$
DRPD 15	Hazardous tree removal 6 inch diameter to 11.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$
DRPD 16	Hazardous tree removal 12 inch diameter to 23.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$
DRPD 17	Hazardous tree removal 24 inch diameter to 47.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$
DRPD 18	Hazardous tree removal 48 inch diameter and greater (excluding hauling and disposal)	EACH	1 Unit	\$
SECTION II: EMERGENCY ROAD CLEARANCE (INITIAL CLEARANCE - NOT TO EXCEED 70 HRS)				
#	DESCRIPTION	UNIT	QTY	COST
ERC 1	Debris removal from private property & publicly owned property (other than right-of-way) to be hauled and dumped at the South Dade Landfill located at 23707 SW 97 th AV, Gate A, Miami, Florida 33032	CUBIC YARDS	1 Unit	\$
ERC 2	Material, fill dirt for stump holes, purchased, placed & compacted	CUBIC YARDS	1 Unit	\$
ERC 3	Leaning trees / hanging limbs	CUBIC YARDS EACH	1 Unit	\$
ERC 4	Demolition of structures	HOURLY RATE CUBIC YARD	1 Unit	\$

Price/Cost Form

Page 2 of 2

SECTION III: EQUIPMENT WITH OPERATOR – HOURLY RATES PER LINE ITEM

#	DESCRIPTION	UNIT	QTY	COST
EWO 1	JD544 or equal, wheel loader w/debris grapple	HOURLY RATE	1 Unit	\$
EWO 2	JD644 or equal, wheel loader w/debris grapple	HOURLY RATE	1 Unit	\$
EWO 3	JD544 or equal, wheel loader w/bucket	HOURLY RATE	1 Unit	\$
EWO 4	JD644 or equal, wheel loader w/bucket	HOURLY RATE	1 Unit	\$
EWO 5	Extend-a-boom forklift w/debris grapple	HOURLY RATE	1 Unit	\$
EWO 6	753 Skid Steer w/debris grapple	HOURLY RATE	1 Unit	\$
EWO 7	753 Skid Steer Loader w/bucket	HOURLY RATE	1 Unit	\$
EWO 8	753 Skid Steer w/Broom	HOURLY RATE	1 Unit	\$
EWO 9	Excavator type hoe on rubber w/grapple	HOURLY RATE	1 Unit	\$
EWO 10	JD310 or equal TLB	HOURLY RATE	1 Unit	\$
EWO 11	Hand fed debris chipper	HOURLY RATE	1 Unit	\$
EWO 12	Diamond Z or equal 800 / 1,000 tub grinder	HOURLY RATE	1 Unit	\$
EWO 13	40' / 60' Bucket Truck	HOURLY RATE	1 Unit	\$
EWO 14	Service Truck	HOURLY RATE	1 Unit	\$
EWO 15	Water Truck (2000 Gallons)	HOURLY RATE	1 Unit	\$
EWO 16	Portable Light Tower (Lighting 4)	HOURLY RATE	1 Unit	\$
EWO 17	Pick-up (w/o driver)	HOURLY RATE	1 Unit	\$
EWO 18	Knuckle-boom w/grapple self-loading Dump type truck	HOURLY RATE	1 Unit	\$
EWO 19	Single axle dump type truck, 5 / 12 CY	HOURLY RATE	1 Unit	\$
EWO 20	Tandem axle dump type truck, 16 / 20 CY	HOURLY RATE	1 Unit	\$
EWO 21	Trailer type truck/tractor 24 / 40 CY	HOURLY RATE	1 Unit	\$
EWO 22	Trailer type truck/tractor 41 / 60 CY	HOURLY RATE	1 Unit	\$
EWO 23	Trailer type truck/tractor 61 / 80 CY	HOURLY RATE	1 Unit	\$

SECTION IV: LABOR & MATERIAL – HOURLY RATES PER LINE ITEM

#	DESCRIPTION	UNIT	QTY	COST
LM 1	Operating Manager	HOURLY RATE	1 Unit	\$
LM 2	Superintendent w/truck, phone & radio	HOURLY RATE	1 Unit	\$
LM 3	Foreman w/truck, phone & radio	HOURLY RATE	1 Unit	\$
LM 4	Safety/quality control inspector w/vehicle, phone & radio	HOURLY RATE	1 Unit	\$
LM 5	Inspector w/vehicle, phone & radio	HOURLY RATE	1 Unit	\$
LM 6	Climber w/gear	HOURLY RATE	1 Unit	\$
LM 7	Chain & Hand Saw Operator	HOURLY RATE	1 Unit	\$
LM 8	Laborer & Flagman	HOURLY RATE	1 Unit	\$
LM 9	Haz-Mat Professional	HOURLY RATE	1 Unit	\$
LM 10	Certified Arborist	HOURLY RATE	1 Unit	\$
LM 11	Project Manager / Haz-Mat Professional	HOURLY RATE	1 Unit	\$

PERSONNEL			
No.	Position	Measure	Hourly Rate
1	Project Manager	PER	\$
2	Field Supervisor	PER	\$
3	Field Monitor	PER	\$
4	TDSR Site and Drop-off Site Monitors	PER	\$
5	Debris Site Security	PER	\$
6	Data Manager	PER	\$
7	Data Support Personnel	PER	\$
8			\$
9			\$
10			\$
11			\$
AERIAL PHOTOGRAPHS			
12	Aerial Photo Package (one flight and one photograph)		\$
13	Photograph Copies (per duplication of original photo)		\$
14	Additional Photographs (per photo, same flight, same location, different view)		\$
15	Additional Location (one photo, same flight, different location)		\$

Signature of Official: _____ Name (typed): _____

Title: _____ Date: _____

Contractor:

DRUG-FREE WORKPLACE CERTIFICATION

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

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

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____

Please provide the information requested below from a minimum of five (5) to which your firm has provided similar services for the past ten (10) years. Municipal or government clients are preferred.

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Emergency Debris Removal and Disposal



ITB# 1819-11-010

Name of Bidder: _____

To Whom It May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:

Initial Value of Contract: _____ Final Value of Contract: _____

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes No

Total number of change orders: _____ Were any contractor driven: _____

Number of RFP's submitted by the vendor: _____

If you responded no to any of the above, please provide details:

Name of Public Entity/Company: _____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

Thank you for your support in helping us evaluate our solicitation response.

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Contractor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Contractor warrants that they have read, understand and are willing to comply with all the requirements of the RFP and the addendum/ addenda nos.

C. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Contractor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Contractor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Contractor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor, if the Contractor is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

STATE OF _____ }

}

SS:

COUNTY OF _____ }

_____ being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: _____ the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Contractor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered

In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____

Continued next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

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

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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

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

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

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

person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____

Continued next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: _____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

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

I, being duly first sworn state: That the above named Contractor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party Contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(CONTRACTOR / BIDDER DISCLOSURE)

I, _____ being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

_____ *Federal Employer Identification Number (If none, Social Security Number)*

_____ *Name of Entity, Individual, Partners or Corporation*

_____ *Doing Business As (If same as above, leave blank)*

_____ *Street Address Suite City State Zip Code*

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We _____ (Contractor), hereby acknowledge and agree that we, as the Prime Contractor for Village of Palmetto Bay, Village of Palmetto Bay _____, RFP# **1819-11-010**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Subcontractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Contractor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, if yes, explain the circumstances.

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**

(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Name of Consultant:

By: Date: _____ Authorized Signature: _____
Title: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____

Contractor

Address

ATT: _____

Name and Title

PROJECT DESCRIPTION: Emergency Debris Removal and Disposal
 RFP No. 1819-11-010 in accordance with Contract Documents
 as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid submitted to the Village of Palmetto Bay (Owner) on _____(Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract. Please execute all copies of the Contract and return to our office within ten (10) consecutive days following Village approval at the Public Council Meeting for final execution by the Owner.

Contract shall be executed and delivered to the Owner and all other requirements of the Request for Proposal met within ten (10) consecutive calendar days from _____ (Date).

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc: Dionisio Torres, Director Public Service

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Contractor

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Emergency Debris Removal and Disposal
 RFP No. 1819-11-010 in accordance with Contract Documents
 as prepared by the Village

Gentlemen:

Please take notice, the commencement date for your services as described in agreement No. _____ is _____. The completion date shall be _____ from issuance of Notice to Proceed, which is _____. One executed copy of your project agreement for the above referenced project has been attached for your records. Your attention is invited to the provision whereby you shall start to perform your obligations under the contract documents on the commencement date. Said date shall begin the contract time.

The Village of Palmetto Bay, Public Service Director, Dionisio Torres or his designee will be responsible for this project.

Sincerely yours,

By: _____
Litsy C. Pittser, Procurement Specialist

SECTION 8.0: Contract

VILLAGE OF PALMETTO BAY

EMERGENCY DEBRIS REMOVAL AND DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as “Village”), and _____ authorized to do business in the State of Florida, (hereinafter referred to as “Contractor” and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals (“RFP”) on _____, and

WHEREAS, Contractor submitted a Proposal dated _____ in response to the Village’s request, and

WHEREAS, at a meeting held on _____, the Village Council awarded the Contractor and agreed to enter into an Agreement with Contractor to perform the services described in the RFP and Contractor’s Proposal submitted in response to the RFP (“Services”),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents, Addenda’s prepared by the Village for Emergency Debris Removal and Disposal RFP No. 1819-11-010 (Exhibit 1).

(ii) Proposal for the Village of Palmetto Bay prepared by Contractor dated _____ (Exhibit 2).

All exhibits may also be collectively referred to as the “Documents”. In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

Article 2 Scope of Work

A. Contractor agrees to provide the Services (hereinafter inclusively referred to as the “Services”) as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Contractor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times

during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1.

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246, and by rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract/agreement or with any said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor shall 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, 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 administrating agency may direct as means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3 Qualifications

Contractor and the individual executing this Agreement on behalf of the Contractor warrant to the Village that the Contractor is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Contractor possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Contractor acknowledges that due to the nature of this contract, that Contractor must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Contractor shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The Contractor shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices shall be submitted to the Village's authorized representative on a biweekly basis unless otherwise directed by the Village. All invoices must be submitted in the form of a hard copy. The invoice detail must consist of a tabular report listing all ticket information required by the Village. Invoice detail submittals will be checked against Village records. Village records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Village authorized representative to the Village for payment.

A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the Village, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Village to repair damages caused by the Contractor(s) to public or private property.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Public Service Department, 9495 S. W. 180 Street, Palmetto Bay, FL 33157. The Village has up to thirty (30) days to review, approve and pay all invoices after receipt.

Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Contractor shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Contractor under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6 Termination

A. Termination/Cancellation of Contract Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Contractor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Contractor's performance). Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract.

B. Termination Because of Default

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Contractor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Contractor agrees that in the event this Contract is terminated for the Village's breach, the damages that Contractor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 8 Contract Term

The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement annually to not exceed five (5) consecutive years. In the event the Village decides to exercise this option provided for in this section, the Village shall provide thirty (30) days written notice to the contractor prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement and the Village will ask for an updated insurance certificate.

Article 9 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Contractor shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 10 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Contractor authorized to use the Village's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 11 Indemnification

Contractor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or sub-Contractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Contractor will have to indemnify the Village from all Public Assistance (PA) Funding DE obligations related to negligence, lack of due diligence &/or failure to perform services or comply with PA Program under sections 403(a)(3)(A), 406, 497 and 502(a)(5) of the Stafford Act.

Article 12 Insurance

Contractor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Liability Insurance - One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - One Million Dollars (\$1,000,000.00) per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and Omissions or Contractor liability insurance - One Million Dollars (\$1,000,000.00)

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30)

calendar days in advance of such expiration. If expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

Article 13 Modification/Amendment

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 14 Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 15 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Contractor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Contractor requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Contractor, whether like the act so consented to or approved.

Article 17 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Edward Silva, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Contractor:

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 18 Independent Contractor

Contractor is and shall remain an independent Contractor and is not an employee or agent of the Village. Services provided by Contractor shall be by employees of Contractor and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Contractor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during their employment with Contractor. The rights granted to Contractor hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Contractors to perform services including those hereunder.

Article 19 Assignment

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Contractor from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Contractor to the Village. None of the work or services under this Contract shall be subcontracted unless the Contractor obtains prior written consent from the Village. Approved sub-Contractors shall be subject to each provision of this Contract and the Contractor shall be responsible and indemnify the Village for all sub Contractors' acts, errors or omissions.

Article 20 Prohibition Against Contingent Fees

Contractor warrants that it has no employees or retained any Contractor or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Contractor, corporation, individual or Contractor, other than a bond fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Contractor all costs, expenses and attorney's fees incurred by the Village in such dispute, whether suit be brought, and such right shall include all such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 22 Conflict of Interest

Contractor agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23 Binding Effect

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29 Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 30 Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 31 Permits, Licenses and Filing Fees

The Contractor shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Contractor's work.

Article 32 Safety Provisions

The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 33 Public and Employee Safety

Whenever the Contractor's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 34 Preservation of Village Property

The Contractor shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.

Article 35 Immigration Act of 1986

The Contractor warrants on behalf of itself and all sub-Contractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of.

Article 36 Contractor Non-Discrimination

In the award of subcontracts or in performance of this work, the Contractor agrees that it will not engage in, nor permit such sub-Contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 37 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Contractors are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Contractor and all sub-Contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Contractor to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Contractor. An ambiguity or defect shall be considered patent if it is of such a nature that the Contractor, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Contractor or sub-Contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Contractor to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Contractor shall immediately notify the Village in writing, and the Contractor and all sub-Contractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 38 Warranty of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 39 Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the Village will suffer damage. Because damages will be difficult to ascertain, liquidated damages of \$ 1,500.00 per day will be deducted from the Contract sum for each regular work day the Contractor does not perform significant services. The Contractor will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by Village as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the services within the applicable Time for Performance.

Article 40 Waiver of Liens

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

Article 41 Independent Contractor

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

Continued next page.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

CONTRACTOR

Village of Palmetto Bay

ADDRESS

ADDRESS

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

BY _____

BY _____

Edward Silva

Print Name

Print Name

Village Manager

Title

Title

ATTEST

Missel Arocha

Witness

Village Clerk

APPROVED AS TO FORM BY

Print Name

Dexter W. Lehtinen

Village Attorney

Exhibit A

Village of Palmetto Bay Map

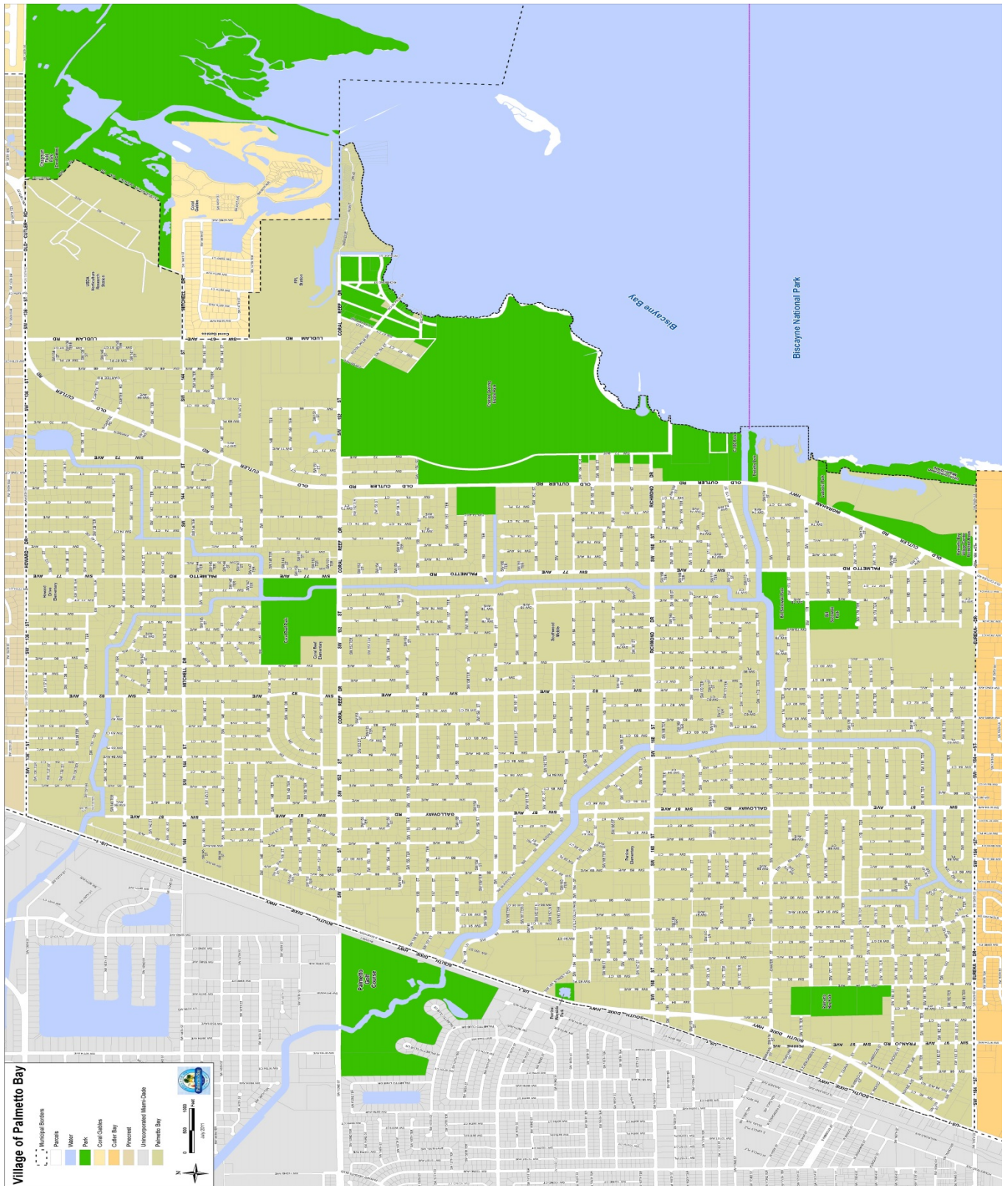


Exhibit B

Local Trash and Recycling Centers

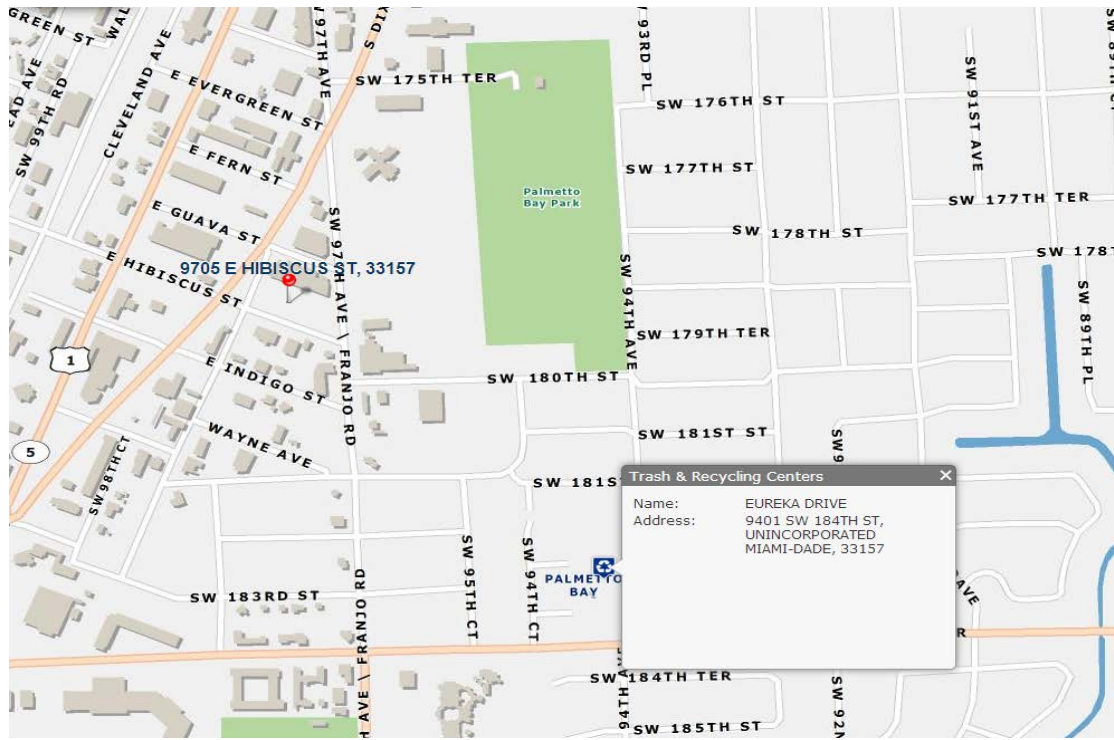


Exhibit C

FEMA DEBRIS AND DISPOSAL LITERATURE

ATTACHED AS A SEPARATE .PDF FILE