

SECTION VII
PROPOSAL REQUIREMENTS CHECKLIST
RFP #19-09

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

Proposal Package: One (1) original and Three (3) copies and one (1) readable/ reproducible flash drive

Yes ✓ No

Proposal Form

Yes ✓ No

List of Proposed Sub-Contractors

Yes ✓ No

Contract/Agreement

Yes ✓ No

Proposal Confirmation

Yes ✓ No

Equipment List

Yes ✓ No

Scope of Services/Plan

Yes No

Proposer's Qualifications

Yes ✓ No

Proposer's References

Yes ✓ No

Indemnification Clause

Yes ✓ No

Certification Regarding Debarment, Suspension, and Other.

Yes ✓ No

Certification Regarding Lobbying

Yes ✓ No

Non-Collusive Affidavit

Yes ✓ No

Drug-Free Workplace Form

Yes ✓ No

Sworn Statement on Public Entity Crimes

Yes ✓ No

Exception to the Request for Proposals

Yes ✓ No

Proposal Bond

Yes ✓ No

Performance Bond

Yes No ✓ upon activation

Acknowledgment of Conformance with O.S.H.A Standards

Yes ✓ No

Addendum Acknowledgement Form

Yes ✓ No

Anti-Kickback Affidavit

Yes ✓ No

Proof of Insurance

Yes ✓ No

**SECTION IV
PROPOSAL FORM**

**TOWN OF CUTLER BAY
RFP #19-09
EMERGENCY DEBRIS ROAD CLEARING SERVICES
UNIT PRICE AMOUNT**

BASE PROPOSAL

The purpose of this proposal is to clear debris from local roadways within the Town limits, Town property and/or private property as authorized by the Town and up to the public Right-of-Way. Miami-Dade County ("County") will be responsible for secondary services for removal of debris to an approved Landfill. All unit costs shall be filled out for a complete package. Placing a unit cost of \$ 0.00 indicates the contractor will provide the service and/or equipment at no cost to the Town.

Total Amount of Proposal: \$ 19,158.40

Amount Written: Nineteen thousand one hundred fifty-eight dollars and forty cents.

DEBRIS REMOVAL, PROCESSING & DISPOSAL

#	DESCRIPTION	UNIT	QTY	COST
1.	Mobilize & demobilize (Includes Maintenance of Traffic, MOT. As per Sec. 1.7.4)	LUMP SUM	1 unit	\$ <u>-0-</u>
2.	Sweeping Curb & Gutter	PER MILE	1 unit	\$ <u>185.00</u>
3.	Performance Bond (Bidder's cost for a \$500,000 Performance Bond, as stated in Section I, Item #13 (Page 9 of 92))	LUMP SUM	1 unit	\$ <u>4,000.00</u>

EMERGENCY ROAD CLEARANCE

4.	Emergency road clearance	TIME AND MATERIALS	Rates Below	See Rates Below
5.	Hauling/Transportation Cost of debris to an approved Miami-Dade County Landfill Facility	CUBIC YARD	1 unit	\$ <u>14.50</u>
6.	Material, fill dirt for stump holes, purchased, placed & compacted	CUBIC YARD	1 unit	\$ <u>13.90</u>

EQUIPMENT WITH OPERATOR – HOURLY RATES PER LINE ITEM

#	DESCRIPTION	UNIT	QTY	COST
1.	JD544 or equal, wheel loader	HOURLY RATE	1 unit	\$ <u>135.00</u>
2.	JD644 or equal, wheel loader	HOURLY RATE	1 unit	\$ <u>140.00</u>

3.	JD544 or equal, wheel loader	HOURLY RATE	1 unit	\$ 140.00
4.	JD644 or equal, wheel loader	HOURLY RATE	1 unit	\$ 140.00
5.	Extend-a-boom forklift w/debris	HOURLY RATE	1 unit	\$ 90.00
6.	753 Skid Steer w/debris grapple	HOURLY RATE	1 unit	\$ 140.00
7.	753 Skid Steer Loader w/bucket	HOURLY RATE	1 unit	\$ 140.00
8.	753 Skid Steer w/Broom	HOURLY RATE	1 unit	\$ 140.00
9.	JD310 or equal TLB	HOURLY RATE	1 unit	\$ 95.00
10.	30 Ton Crane	HOURLY RATE	1 unit	\$ 200.00
11.	50 Ton Crane	HOURLY RATE	1 unit	\$ 275.00
12.	100 Ton Crane	HOURLY RATE	1 unit	\$ 675.00
13.	40' / 60' Bucket Truck	HOURLY RATE	1 unit	\$ 210.00
14.	Water Truck (2000 gallons)	HOURLY RATE	1 unit	\$ 110.00
15.	Portable Light Tower	HOURLY RATE	1 unit	\$ 40.00
16.	Single axle dump type truck, 5 / 12	HOURLY RATE	1 unit	\$ 165.00
17.	Tandem axle dump type truck, 16 /	HOURLY RATE	1 unit	\$ 175.00
18.	JD690 or equal track hoe w/ grapple	HOURLY RATE	1 unit	\$ 165.00
19.	JD690 or equal track hoe w/ bucket &	HOURLY RATE	1 unit	\$ 175.00
20.	Excavator type hoe on rubber w/	HOURLY RATE	1 unit	\$ 175.00
21.	Hand fed debris chipper	HOURLY RATE	1 unit	\$ 60.00
22.	300 / 400 tub grinder	HOURLY RATE	1 unit	\$ 275.00
23.	Diamond Z or equal 800 / 1000 tub	HOURLY RATE	1 unit	\$ 350.00
24.	Knuckle-boom w/ grapple self-loading dump type truck	HOURLY RATE	1 unit	\$ 270.00
25.	Trailer Type truck/ Tractor 24 / 40	HOURLY RATE	1 unit	\$ 210.00
26.	Trailer Type truck/ Tractor 41 / 60	HOURLY RATE	1 unit	\$ 225.00
27.	Stacking conveyor	HOURLY RATE	1 unit	\$ 10.00

LABOR & MATERIAL – HOURLY RATES PER LINE ITEM

#	DESCRIPTION	UNIT	QTY	COST
1.	Operating Manager	HOURLY RATE	1 unit	\$ 60.00
2.	Superintendent w/truck, phone and radio	HOURLY RATE	1 unit	\$ 55.00

3.	Foreman w/truck, phone and radio	HOURLY RATE	1 unit	\$ 50.00
4.	Safety/quality control inspector w/vehicle, phone & radio	HOURLY RATE	1 unit	\$ 50.00
5.	Inspector w/vehicle, phone & radio	HOURLY RATE	1 unit	\$ 50.00
6.	Climber w/gear	HOURLY RATE	1 unit	\$ 90.00
7.	Chain & Hand Saw Operator	HOURLY RATE	1 unit	\$ 55.00
8.	Laborer & Flagman	HOURLY RATE	1 unit	\$ 40.00
9.	Haz-Mat Professional	HOURLY RATE	1 unit	\$ 40.00
10.	Certified Arborist	HOURLY RATE	1 unit	\$ 45.00
11.	Project Manager	HOURLY RATE	1 unit	\$ 55.00
12.	Drone with Operator	HOURLY RATE	1 unit	\$ 55.00

EMERGENCY POWER GENERATORS & SUPPORT EQUIPMENT

#	DESCRIPTION	UNIT	QTY	COST
1.	5 kw Portable/Mobile Generator	Day (12 Hours)	1 unit	\$ 250.00
2.	10 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 260.00
3.	20 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 360.00
4.	40 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 460.00
5.	60 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 560.00
6.	80 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 790.00
7.	100 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 875.00
8.	120 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 1175.00
9.	Satellite Phone for use by the Town to coordinate operations during failure of other communication systems	DAY (12 hours)	1 unit	\$ 50.00

10.	Portable Trailer Mounted Air Conditioning Units (5 Ton/63,500 BTU)	DAY (12 hours)	1 unit	\$ 1,275.00
11.	Portable Trailer Mounted Air Conditioning Unit (12 Ton/24,000 BTU)	DAY (12 hours)	1 unit	\$ 1,100.00
12.	Portable Server Cooler (2 Ton/24,000 BTU)	DAY (12 hours)	1 unit	\$ 1,000.00
13.	Portable Server Cooler (3 Ton/36,000 BTU)	DAY (12 hours)	1 unit	\$ 1,200.00

SECTION V
LIST OF PROPOSED SUBCONTRACTORS

PROPOSER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

**CLASSIFICATION
OF WORK / LICENSE #**

**NAME AND ADDRESS
OF SUBCONTRACTOR**

Hauling
Hauling / Trees
Hauling

Timberline, PO Box 643, Lathrop MO. 64465
Lycellco, 7503 White Oak Dr. Lago Vista, TX. 78648
Atlantic Coast Transports, 3120 Rodgers Rd, Fort Pierce,
FL.

If, prior to Notice of the Award, the Town or the Contractor has reasonable objection to and refuses to accept any Contractor, Supplier, person or organization listed, the Proposer may, prior to Notice of Award, submit an acceptable substitute without an increase in their Proposal price.

END OF SECTION

**TOWN OF CUTLER BAY
RFP # 19-09
EMERGENCY DEBRIS ROAD CLEARING**

**CONTRACT FOR EMERGENCY DEBRIS ROAD CLEARING SERVICES
BETWEEN TOWN OF CUTLER BAY AND**

THIS IS A CONTRACT FOR EMERGENCY DEBRIS ROAD CLEARING SERVICES ("Contract"), dated _____ ("Effective Date") by and between TOWN OF CUTLER BAY, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "Town"), and _____, a Florida corporation (hereinafter referred to as "Contractor").

W I T N E S S E T H

WHEREAS, the Town solicited proposals for the EMERGENCY DEBRIS ROAD CLEARING SERVICES of _____ ("Project") through Request for Proposal No. 19-09; and

WHEREAS, the Contractor responded to the Town's solicitation by submitting its proposal ("Proposal"), attached and incorporated hereto as Exhibit "A"; and

WHEREAS, after review and consideration of all submitted bids, the Town Manager recommended the Contractor to _____ (the "Work") for the Project; and

WHEREAS, on _____, pursuant to Resolution No. 19-____ attached and incorporated hereto as Exhibit "B", the Town Council approved the Contractor to perform the Work and authorized the Town to contract with the Contractor to perform the Work for the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

**ARTICLE 1
SCOPE OF WORK**

- 1.1 The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications of this Agreement, attached hereto as Exhibit "E" (the "Work").
- 1.2 Contractor shall perform all necessary tasks in order to complete the Work.

ARTICLE 2
TERM

- 2.1 The Term of this Contract shall be effective and commence upon full execution of this Contract by both parties, and shall continue for a term of ~~three (3) years~~. At its sole discretion, the Town shall have the right and option to renew this Contract for up to three (3) additional one (1) year terms, upon the same terms and conditions, including unit pricing (the "Renewal Options"). The Renewal Option(s) may be exercised by the Town Manager, at his sole discretion. Such renewal shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than thirty (30) days prior to the date of termination of the initial term or applicable Renewal Option term.

ARTICLE 3
BENCHMARKS AND REMEDIES FOR BREACH

- 3.1 Contractor shall be instructed to commence each phase of the Work as specified in the written form of a Notice to Proceed ("Notice to Proceed") issued by the Town Manager. Contractor acknowledges and agrees that the Town shall have no obligation to issue a Notice to Proceed for the Work or any portion thereof. Each Notice to Proceed issued by the Town will provide for a commencement date for the Work, or a portion thereof, and required completion dates for the Work, or portion thereof, including Substantial Completion, as defined in section 1.1(45) of the General Conditions, and final completion dates. A Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and execution of this Contract.
- 3.2 Contractor and Town agree time is of the essence for performance of this Contract. The Work, or any portion thereof, shall not commence until the date specified in the Notice to Proceed. The Work, or any portion thereof, shall achieve Substantial Completion and final completion, as determined in the sole discretion of the Town, within the number of calendar days specified in the applicable Notice to Proceed. The Contractor shall prosecute all Work with faithfulness and diligence.
- 3.3 Upon failure of Contractor to substantially complete the Contract within the Term, or portion of Work within the specified period of time of the applicable Notice to Proceed, Contractor shall pay to Town the sum of One Thousand Dollars (\$1,000.00) for each calendar day after the time specified in the Notice to Proceed for Substantial Completion. After Substantial Completion, in the event Contractor fails to complete the remaining Work within the time specified in the Notice to Proceed for final completion and readiness for final payment, then Contractor shall pay to Town the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified for completion and readiness for final payment. These amounts are not penalties but are liquidated damages (collectively "Liquidated Damages") to Town for its inability to obtain full beneficial occupancy and use of the Project.
- 3.4 Recognizing the impossibility of ascertaining the precise amount of damages that will be sustained by Town as a consequence of such delay, Liquidated Damages are hereby fixed and agreed upon between the parties. The parties have agreed upon on Liquidated Damages to obviate any question or dispute regarding the amount of damages and costs and effect of Contractor's failure to complete the Work within the applicable timeframe. The above-stated Liquidated Damages shall apply

separately to each phase of the Project for which a time for substantial and/or final completion is given pursuant to a Notice To Proceed.

- 3.5 The Contractor hereby agrees that the Town is authorized to deduct the Liquidated Damages from monies due to Contractor for the Work pursuant to this Contract. In the event that the amount of Liquidated Damages due to the Town by Contractor exceeds the payment or monies due to the Contractor pursuant to this Contract, the Contractor shall be liable and shall immediately, upon demand by Town, make payment to the Town in the amount of said excess.

ARTICLE 4

PROTECTION OF PROPERTY AND THE PUBLIC

- 4.1. The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:
- 4.2. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.
- 4.3. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
- 4.4. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site), which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.
- 4.5. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

ARTICLE 5
COMPENSATION /PAYMENT

- 5.1 All Work as per unit prices under this Agreement shall be in an amount not to exceed \$500,000. If the contractor exceeds this amount it is at its own risk. The contractor shall not begin work until they receive a Notice to Proceed. The contractor shall provide the Town with a detailed scope of work and lump-sum proposal to include a cost analysis to clear debris from all Town roadways within fourteen (14) calendar days from the Notice to Proceed date, or prior to reaching the \$500,000 ceiling price; whichever comes first. Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.
- 5.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.
- 5.3 Contractor shall be compensated at the unit prices specified in the Bid Proposal, attached hereto as Exhibit "A", based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed **\$ 500,000** (the "Agreement Sum").
- 5.4 The payment of any Application for Payment by Town, including the final request for payment, does not constitute approval or acceptance by Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town's rights hereunder or at law or in equity.

ARTICLE 6
CONTRACT DOCUMENTS

- 6.1. Each of the following are made a part of this Contract for the Project (collectively "Contract Documents"):
- | | |
|-------------|--|
| Exhibit "A" | Bid or Proposal Submitted by Contractor |
| Exhibit "B" | Town Authorization: Resolution No. _____ |
| Exhibit "C" | Introduction |
| Exhibit "D" | Special Conditions |
| Exhibit "E" | Detailed Specifications |
| Exhibit "F" | RFP Forms |
| Exhibit "G" | Advertisement for Bids |
| Exhibit "H" | Performance Bond |
| Exhibit "I" | Insurance and License |

- 6.2 **Priority of Interpretation.** The Code and any Town resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:
- a) Town Resolution Approving Contractor
 - b) Town Request for Proposal ("RFP")
 - c) Drawings, Plans and Specifications approved by the Town
 - c) Contractor's Response to RFP
 - d) Insurance Certificates
 - e) Notice to Proceed (NTP)
 - g) 2 C.F.R. s. 200.317 – s. 200.326
 - f) Performance and Payment Bond
- 6.3 Any mandatory clauses which are required by such federal, state, or other governmental regulations shall be deemed to be automatically incorporated herein. In the event of any conflict among the foregoing Contract Documents, the documents shall govern in the order listed and/or as determined by the Town Engineer.
- 6.4 The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other Projects without the Town's prior written authorization.

ARTICLE 7

INDEMNIFICATION

- 7.1 The parties agree that 1% of the total compensation paid to the Contractor for the performance of this Contract shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Article.
- 7.2. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Town and its officials, consultants, agents and employees from and against all demands, claims, suits, liabilities, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs including appeals) arising out of, related to, or resulting from the performance or non-performance of the Work, or Contractor's obligations, or the Work under this Contract, including but not limited to any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of

whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party.

- 7.3 In any and all claims against the Town or any of its officers, consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by Contractor, any Subcontractor, person or organization to perform or furnish any of the Work or any person or entity for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.
- 7.4 It is the specific intent of the parties hereto that the foregoing indemnification shall comply with Section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents for this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 7.5 Notwithstanding any obligation which may be set forth or required in the Contract or Contract Documents, the Town shall not indemnify or hold harmless the Contractor or any Subcontractor, Engineer, or any officer, director, partner, employee, agents, consultant of each or any of them from any claims, costs, losses or damages arising out of any Work performed or this Contract, and any reference or inclusion of such indemnification by the Town or Owner in the Contract Documents is hereby deleted. The parties acknowledge and agree that the Town is a municipal corporation that enjoys sovereign immunity pursuant to applicable law, and shall not and does not waive any rights and protections pursuant to such sovereign immunity. Nothing in this Contract is intended to waive the Town's sovereign immunity, nor shall anything in this Contract shall be construed to waive the Town's sovereign immunity.

ARTICLE 8

INSURANCE AND BONDS

- 8.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as listed in the Contract Documents, including and in no event less than the policies, coverages and minimum limits specified below and as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each certificate shall include no less than (30) thirty day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, and Vandalism and Malicious Mischief.
- e. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.
- f. **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town.
The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town.
If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

- g. **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance.

The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

- h. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

- i. The provisions of this Section shall survive termination of this Contract.

- 8.2 **Bonds.** Prior to performing any portion of the Work and within Seventy-Two (72) hours of the Issuance of Notice to Proceed hereof, the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder and the Contract Documents (collectively, "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, in the amount of the total bid amount, or Contract Price, whichever is greater, in the form provided in the Contract Documents or another form satisfactory to, and approved in writing by the Town and executed by a surety of recognized standing with a rating of A or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

- 8.3 Notwithstanding any obligation which may be set forth or required in the Contract Documents, the Town shall not be required to procure or maintain any insurance in connection with the Work or this Contract, including, but not limited to, Owner's Liability Insurance or Property Insurance.

ARTICLE 9

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 9.1. In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

- 9.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical specifications and data" and plans and specifications, attached hereto and incorporated herein.
- 9.1.2. Contractor has visited the Project site and has become familiar with the site and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 9.1.3. Contractor has taken affirmative efforts, either in past experience or active due diligence, to become familiar with, and warrants to comply, with all federal regulated stated herein, and other applicable federal, state, and local laws, regulations, and permits necessary for the legal performance of this Contract. Contractor is aware of all regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the federal, state, and local laws, regulations, and permits applicable to the Work—even if such laws and regulations are not specifically enumerated in this Agreement.
- 9.1.4. Contractor has had the opportunity and made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Project site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the Project sites or for existing improvements at or near the sites. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 9.1.5. Contractor is aware of the nature of work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.
- 9.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Project site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 9.1.7. Contractor has given the Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written

resolution thereof by Town is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- 9.1.8. The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

9.2 Contractor further warrants and covenants the following:

- 9.2.1. **Anti-Discrimination.** Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.
- 9.2.2. **Anti-Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project.

For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

- 9.2.3. **Licensing and Permits.** Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required valid licenses and permits in compliance with all federal, state, county or Town regulations and laws. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Work for the Project.

ARTICLE 10

DEFAULT, TERMINATION, AND REMEDIES

- 10.1 The happening of any one or more of the following shall be deemed an Event of Default under this Contract, if the Contractor:
- (a) fails to timely begin the Work;
 - (b) fails to perform the Work with sufficient workers and equipment or has insufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2 of this Contract and the applicable Notice to Proceed;
 - (c) performs the Work unsuitably or causes the Work to be rejected as defective and unsuitable;

- (d) discontinues the prosecution of the Work pursuant to the accepted schedule;
- (e) fails to perform or comply with any material term set forth in the Contract Documents;
- (f) becomes insolvent, declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or
- (g) causes any act, whatsoever, not to carry on the Work in an acceptable manner.

10.2 In the Event of Default, the Town may, upon seven (7) days written notice:

- (a) terminate the services of Contractor;
- (b) exclude Contractor from the Project site;
- (c) provide for alternate prosecution of the Work;
- (d) appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable; and
- (e) finish the Work by whatever methods it may deem expedient.

In the event of an Event of Default, the Contractor shall not be entitled to receive any further payment, from the time notice of termination is sent, until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Contract as described hereunder for default, then the Contract shall automatically be deemed terminated by Town for convenience as described below.

10.3 This Contract may be terminated by the Town for convenience, or for any reason, upon seven (7) calendar days' written notice to the Contractor, in the sole discretion of the Town, including, but not limited to, if the Town has determined that such cancellation will be in the best interest of the Town for its own convenience or funding is not available, appropriated, or budgeted.

In the event the Contract is terminated for convenience, then the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations, and will be paid for Work performed to the satisfaction of the Town as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the Contract. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

10.4 If an Event of Default, or any default of any other material term in this Contract, by the Contractor, then the Contractor shall also be liable for all damages caused by its default which damages may include, but not be limited to, any and all costs incurred by the Town in completing the Project, Liquidated Damages as set forth in this Contract, damages arising out of the Contractor's failure to adhere to the Contract requirements, and all attorney's fees and costs incurred by the Town in seeking legal relief for the default.

- 10.5 The rights and remedies of the Town herein shall be cumulative and not mutually exclusive, and the Town may resort to any one or more or all of said remedies without exclusion of any other. No party other than the Town, whether the Contractor, a material man, laborer, subcontractor, or supplier, shall have any interest in the funds withheld because of a default herein, and shall not have any right to garnish or require or compel that payment thereof be applied toward the discharge or satisfaction of any claim or lien which any of them may have.

ARTICLE 11 **ASSIGNMENT**

- 11.1 Neither party shall assign the Contract, any portion of the Work, or any sub-contract, in whole or in part, without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town.

ARTICLE 12 **CONTRACTOR REQUIREMENTS**

- 12.1 **Contractor to Check Plans, Specifications, and Data.** Contractor shall verify all dimensions, quantities, and details shown on the Plans, Specifications or other data received from the Town's Project Engineer, and shall notify the Town's Project Engineer in writing of all errors, omissions, and discrepancies found therein within three (3) calendar days of discovery and Town's Project Engineer will promptly review the same. Any Work done after such discovery, but prior to written authorization of the Town's Project Engineer, will be done at the Contractor's sole risk.
- 12.2 **Contractor's Responsibility for Damages and Accidents.**
- 12.2.1 Contractor shall be responsible for promptly notifying the Town of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by Contractor pursuant to this Contract, or the improper or negligent activities of the Contractor.
- 12.2.2 Contractor shall accept full responsibility for, and insure, the Work against all loss, or damage, of any nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause.
- 12.2.3 Contractor shall be responsible for all materials, equipment, and supplies pertaining to the Project. In the event any such materials, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.
- 12.3 **Defective Work/Guarantee.**
- 12.3.1 The Town shall have the authority to monitor the Work and Contractor's contracting terms with subcontractors, but such right shall not give right to a duty or obligation to such monitoring.

The Town shall have the authority to reject or disprove of Work, which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

12.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Town's Project Engineer, the Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, the Town may declare Contractor in default.

12.3.3 Contractor shall unconditionally guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.

12.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

12.4 **Legal Restrictions and Traffic Provisions.** Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations pursuant to all necessary permits from applicable jurisdictions. Contractor shall not interfere with, or close, any thoroughfare, without the written consent of the Town or governing jurisdiction.

12.5 **Examination and Retention of Contractor's Records.**

12.5.1 Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law). Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of final payment for all Work performed pursuant to this Contract. The Town or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Debra E. Eastman, MMC
Town Clerk

Mailing address: 10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189

Telephone number: (305) 234-4262

Email: Deastman@cutlerbay-fl.gov

- 12.6 **No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, and in accordance with the requirements of the Contract Documents, the Contractor shall be granted an extension of time and suspension of Liquidated Damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference, or hindrance be caused by the Town, for a continuous period or cumulative period of forty-five (45) days, the Contractor may terminate the Contract upon twenty (20) days written notice to the Town.
- 12.7 **Clean Conditions. Safe Site.** Contractor shall, at all times, at its expense, keep the Project sites in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by the Town at Contractor's expense.
- 12.8 **Taxes and Fees.** Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to the Work under this Agreement. The pricing and any agreed variations thereof shall include all taxes imposed by law at the time of this Agreement. Contractor shall make any and

all payroll deductions required by law. Contractor herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

Notwithstanding anything contained in the Contract Documents to the contrary, the Town may exercise its right to implement an owner direct purchase program whereby the Town will directly purchase equipment or materials for the Work. Under an owner direct purchase program, Contractor shall work with the Town to identify materials and equipment for purchase by the Town. Contractor will receive, unload, properly store, and provide insurance consistent with the requirements of this Agreement and applicable law and regulations for all equipment and materials purchased under an owner direct purchase program. The Contract Price shall be reduced as appropriate by the value of the purchase order(s), plus the applicable sales tax, issued by the Town under any owner direct purchase program.

12.9 **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

12.10 **Independent Contractor.** The Contractor is an independent contractor pursuant to this Contract. This Contract does not create any partnership or joint venture between the Town and Contractor. Work performed or provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to Work rendered under the Contract shall be those of the Contractor.

12.11 **Payment to Sub-Contractors.**

Certification of Payment to Subcontractors: The term "subcontractor" used herein, includes persons or firms furnishing materials or equipment incorporated into the Work or stockpiled for which the Town made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts before the Town will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within thirty (30) calendar days after the subcontractor's work is satisfactorily complete, as determined by the Town.

Within thirty (30) calendar days of the Contractor's receipt of progress payments or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all Work completed and materials furnished. The Town will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment within said 30-day period.

12.12 **DBE Contract Assurance.**

12.12.1 Town affirms it has encouraged women-owned, minority owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

- 12.12.2 Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out all applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Town deems appropriate.
- 12.12.3 Affirmative Steps. If the prime contractor uses sub-contractors, the prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor area surplus firms are used when possible. The affirmative steps must include those set forth at 2 C.F.R. § 200.321(b). The prime contractor shall submit a "Minority Business Enterprise (MBE) Utilization Report" to the Town with each invoice.

Or list the affirmative steps below

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- 12.13 **Equal Opportunity In Compliance With Federal Regulations.** During the performance of this Contract, the Contractor agrees as follows:

- 12.13.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such

action shall include, but not be limited to the following:

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

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

12.13.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant.

This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

12.13.4 The Contractor will send to each labor union or representative of workers with which Contractor 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.

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

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

12.13.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Federally, State, or locally assisted

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

- 12.13.8 The Contractor will include the portion of the sentence immediately preceding paragraph 12.10 and the provisions of paragraphs (12.13.1) through (12.13.7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of United States Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, *provided*, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Town and Contractor further agree that the Parties will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work, *provided*, that because the Town is a local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of the Town which does not participate in work on or under the Contract.

- 12.13.9 The Town has agreed that it will assist and cooperate actively with the administering federal agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. Thus, the Town has ensured Articles in this Contract bind the Contractor to comply with federal regulations and in the event of a breach there is cause for termination or penalties in the form of Liquidated damages.

The Town has agreed that it will refrain from entering into any contract or contract modification subject to United States Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for Federal, State, or local government contracts and federally assisted construction contracts pursuant to the United States Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the United States Executive Order.

In addition, the Town has agreed that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. Thus, the Town has ensured Articles in this Contract bind the Contractor to comply with federal regulations and in the event of a breach there is cause for termination or penalties in the form of Liquidated Damages.

12.14 **Employment of Mechanic or Laborers.** In the event Contractor must employ or hire mechanics or laborers as defined in 2 CFR Part 200, the Contract shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

12.14.1 Under 40 U.S.C. § 3702, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

12.14.2 The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the

12.15 **Compliance with Contract Work Hours and Safety Standards.**

12.15.1 Overtime requirements. No Contractor or subcontractor contracting for any part of the 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 (40) hours in such workweek.

12.15.2 Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph 12.15.1, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the Town 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 (40) hours without payment of the overtime wages required by the clause set forth in paragraph 12.15.1.

12.15.3 Withholding For Unpaid Wages And Liquidated Damages. The Federal Emergency Agency ("FEMA") 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.

12.15.4 Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraph 12.15.1 through 12.15.4 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 paragraphs 12.15.1 through 12.15.4.

12.15.5 Davis-Bacon Compliance. If applicable, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), as amended.

12.16 Clean Air Act and Federal Water Pollution Control Act Compliance. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). In the event the Town receives notice or becomes aware of any violations the Town shall report the violations to FEMA and the Regional Office of the Environmental Protection Agency.

12.16.1 Clean Air Act.

- (a) 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.
- (b) The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

12.16.2 Federal Water Pollution Control Act.

- (a) 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.
- (b) The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

- (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.00 financed in whole or in part with Federal assistance provided by FEMA.

12.17 **Suspension and Debarment.**

- 12.17.1 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 represents and warrants that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 12.17.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 12.17.3 The certification attached hereto as Exhibit "F" is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 12.17.4 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 Contract is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 12.17.5 The contractor is required to complete the System for Award Management (SAM) process **prior** to submitting a bid, proposal or quotation. **There is no fee to register on SAM.** To begin the SAM registration process, a company must go to <https://www.sam.gov>, create a user account, and click "Register/Updated Entity". If you have the information below readily available, you can expect to spend approximately 1-3 hours entering the required data. Once submitted, a SAM registration is typically approved or "activated" in 3 weeks or less. The contractor must remain in good standing throughout the term of contract.

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

12.19 **Compliance with Section 6002 of the Solid Waste Disposal Act.**

11.19.1 In the performance of this Contract, the Contractor shall make maximum use of products containing recovered or recycled materials that are EPA- designated items unless the product cannot be acquired—

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

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

12.20 **Access to Records.** The following access to records requirements apply to this contract:

12.20.1 The Contractor agrees to provide Town, 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.

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

12.20.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12.21 **No Use of Department of Homeland Security ("DHS") Symbols.** The Contractor shall not use the DHS or FEMA seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without written pre- approval from the Town.

12.22 **Compliance with Federal Law, Regulations, and United States Executive Orders.** This is an acknowledgement the Contractor will comply will all applicable federal law, regulations, United States Executive Orders, FEMA policies, procedures, and directives.

12.23 **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

12.24 **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.

12.25 **Scrutinized Companies.**

- 12.25.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 12.25.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Tow may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 12.25.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 12.25.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

12.26 **Compliance with the Copeland "Anti-Kickback" Act.**

- 12.26.1 The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Contract.
- 12.26.2 The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 12.26.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR §5.12.

ARTICLE 13
MISCELLANEOUS

- 13.1 **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper and exclusively in Miami-Dade County, Florida.
- 13.2 **Public Records Law.**
- 13.2.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 13.2.2 Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 13.2.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 13.2.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 13.2.5 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 13.2.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Debra E. Eastman, MMC, Town Clerk

Mailing address: 10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189

Telephone number: (305) 234-4262

Email: deastman@cutlerbay-fl.gov

- 13.3 **Notices.** Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town of Cutler Bay
Town Manager
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

With a copy to: Town Attorney, Town of Cutler Bay
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd. Suite 700
Coral Gables, Florida 33134

For the Contractor: Tiffany Jean
TFL Enterprises, INC
601 Leander Drive
Leander, TX 78641

- 13.4 **Prevailing Party; Attorneys' Fees.** In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover any and all reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

- 13.5 **Entire Agreement. All Prior Agreements Superseded.** This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

- 13.6 **Amendment.** The Contract may only be amended in writing executed by both Parties.
- 13.7 **Town Authorization Resolution.** The Town Resolution authorizing the award of this Contract and the Town solicitation which Contractor submitted bid pursuant to (collectively, "**Town Authorization**") are incorporated by reference. To the extent of any conflict between the Town Resolution and the Contract Documents when interpreting the intent of this Contract, whichever provision is strictest will control. To the extent of any conflict between the Town Authorization, the Town Resolution will control.
- 13.8 **Counterparts.** This Contract may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by electronic mail. Each executed counterpart of this Contract will constitute an original document and all executed counterparts, together, will constitute the same Agreement.
- 13.9 **Severability.** If any term or provision of this Contract or the Contract Documents shall be held or deemed invalid or unenforceable by the courts or otherwise, illegal or in conflict with any law of the State, the validity of the remaining terms or provisions of this Contract or the Contract Documents shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 13.10 **Meanings and Definitions.** Capitalized words shall have the meaning as assigned herein or as defined
- 13.11 **WAIVER OF JURY TRIAL.** TOWN AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THIS CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: TOWN OF CUTLER BAY, FLORIDA, signing by and through its Town Manager, and _____ (Contractor) signing by and through _____, duly authorized to execute same.

ATTEST:

TOWN OF CUTLER BAY, FLORIDA,
A Florida municipal corporation

By: _____

Debra E. Eastman, MMC
Town Clerk

By: _____

Rafael G. Casals, ICMA-CM, CFM
Town Manager

Date Executed: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Resolution No.: _____

By: _____

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
Town Attorney

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.

ATTEST:

CONTRACTOR:

By: _____

(Secretary)

(Corporate Seal)

By: _____

(Signature)

(Name/Title signed above)

This _____ day of _____, 2019

[END OF DOCUMENT]

TOWN OF CUTLER BAY
RFP 19-09
EMERGENCY DEBRIS ROAD CLEARING SERVICES
PAGE 58 OF 92

SECTION VIII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PROPOSAL CONFIRMATION

In accordance with the requirements to provide EMERGENCY DEBRIS ROAD CLEARING SERVICES, RFP #19-09, the undersigned submits the attached proposal.

The initial Contract period shall be for three (3) years with an option to renew annually not to exceed a maximum of three (3) years subject to appropriation of funds for the budget year applicable. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

Proposer has examined the site and locality where the work is to be performed and is fully aware of the scope of work based on these requirements, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for EMERGENCY DEBRIS ROAD CLEARING SERVICES, RFP #19-09 to the Town of Cutler Bay with the full understanding of the Request for Proposal, General and Special Conditions and Detail Requirements and the entire Proposal Package.

TFR Enterprises, Inc.
 Proposer's Name

[Signature]
 Signature

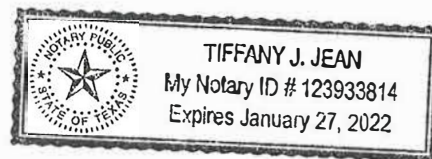
8/21/19
 Date

State of: Texas

County of: Williamson

The foregoing instrument was acknowledged before me this 21st day of August, 2019, by Tipton F. Rowland, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

TIFFANY J. JEAN
 Notary Public Signature
TIFFANY J. JEAN
 Notary Name, Printed, Typed or Stamped
 Commission Number: 123933814
 My Commission Expires: 1/27/22



SECTION IX
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
EQUIPMENT LIST
(TYPE, CONDITION, YEAR, ETC.)

List equipment required to perform service:

please see enclosed equipment list.

Note: Additional sheets may be attached if necessary.

Equipment Resources

TFR maintains an extensive number of equipment to provide our clients with greater value and to ensure the quality of our work. With the largest fleet in the industry coupled with numerous staging areas, TFR can respond to any natural or man-made disaster quickly and efficiently. This rapid response capability provides the client with vital emergency road clearance services to allow federal, state and local officials access to debris restricted areas and begin the disaster recovery efforts. Often on TFR projects, our equipment and manpower completely fulfill all project scopes and requirement in a timely matter. When subcontractors are used on large-scale projects, TFR self performs all key elements of the project to satisfaction of the client and to certify the work is done properly to the TFR standard.



Furthermore, our in-house maintenance crew provides immediate support to our field operators to provide the sustainability of our equipment and operations. With years of experience working on Diamond Z's to overhauling dozer engines, TFR's maintenance crew is the logistical support necessary to ensure the limiting of costly downtime. Dedicated to their trade, TFR's maintenance crew can quickly identify, address and repair any problem befalling our equipment and additionally, make the appropriate modifications on other similar equipment to avoid future pitfalls.

For large-scale projects, TFR can augment our own resources with local rental suppliers in the area. TFR maintains valuable, fruitful relationships with rental companies to rapidly obtain any additional equipment needed to perform the work under contract. With corporate accounts and a priority call rating with Hertz Equipment Rental, Nations Rent and Rental Services Company, TFR can readily access hundreds of pieces of specialized equipment quickly to achieve desired project goals and time requirements. Furthermore, with years of loyalty with National Dealers for Caterpillar, Prentice Loaders and Diamond Z Corporation, TFR can obtain new and used equipment for rent or purchase faster than any other company in the industry. This vital lifeline to equipment suppliers allows TFR to mobilize a job however large and specialized the project may be.

Highlighting just a few pieces of equipment, TFR possesses eight (8) Diamond Z1463 Tub Grinders with a 14' diameter tub operating off 1000 HP Caterpillar engines reducing, at capacity, 1,200 CY of "woody" debris an hour and 2 Diamond Z4000 Horizontal Grinders with 800-1000 CY capacity an hour. With the largest fleet of grinders in the industry, TFR can operate and manage 8 TDSR sites with strictly its own resources. Also of note, TFR owns 30 self-loading knuckleboom trucks with average capacity of 150 CY each. This provides any project, and the TFR management team, with the flexibility to coordinate debris reduction efforts and perform multiple contracts simultaneously. Additionally, in locations of relative remoteness, TFR can deploy one (1) of five (5) Mobile Command Units to provide immediate logistical, operational and administrative support.

Year	Description	Primary VIN	Unit Make	Model
Haul Units				
2003	Knuckleboom	2FZHAZAS53AK67053	Sterling	LT-9513
2003	Knuckleboom	2FZHAZAS73AK28772	Sterling	LT9500
2004	Knuckleboom	2FZHAZAS84AM87966	Sterling	LT9513
2004	Knuckleboom	2FZHAZAS34AM87969	Sterling	LT9513
2003	Knuckleboom	1NKDLU0X43J710108	Kenworth	T800
1998	Knuckleboom	1NPALT9X0WN461734	Peterbilt	357
1998	Knuckleboom	1NPALT9X5WN461728	Peterbilt	357
2003	Knuckleboom	1FVHBGAS53HK52388	Freightliner	FLD112
2006	Knuckleboom	5KKPALAV96PV43823	Western Star	4901 Tri-Drive
2007	Knuckleboom	5KKPALAV47PY35512	Western Star	4902 Tri-Drive
1999	Knuckleboom	2FZXKWDB5XAA53675	Sterling	9513
2000	Knuckleboom	1FVT6MDB5YLF89966	Freightliner	FLD112
2009	Knuckleboom	1NKDLUOX69J242505	Kenworth	T800
2009	Knuckleboom	1NKDLUOX9J242507	Kenworth	T800
2007	Knuckleboom	1NDKDLTOX87J190818	Kenworth	T800
2008	Knuckleboom	1NKDLUOX78J235352	Kenworth	T800
2009	Knuckleboom	1NKDLUOX89J242506	Kenworth	T800
2009	Knuckleboom	1NKDLUOX09J242502	Kenworth	T800
2009	Knuckleboom	1XKDDUOX89J246574	Kenworth	T800
2009	Knuckleboom	1NKDLUOX99J242501	Kenworth	T800
2008	Knuckleboom	1XKDDUOX18J223975	Kenworth	T800
2008	Knuckleboom	1XKDDUOX78J223981	Kenworth	T800
2008	Knuckleboom	1XKDDUOX9X68R213592	Kenworth	T800
2011	Knuckleboom	1NKDLUOX6BJ281035	Kenworth	T800
2010	Knuckleboom	1NNDLUOXXAR266280	Kenworth	T800
2011	Knuckleboom	1NKDLUOX7BJ278354	Kenworth	T800
2009	Knuckleboom	1NKDLUOX69J256033	Kenworth	T800
2008	Knuckleboom	1XKDDUOX78J223981	Kenworth	T800
2008	Knuckleboom	1XKDDUOX18J223975	Kenworth	T800
Air Curtain Burners				
	Air Burner	T35FN01052	Air Burner	T-350
	Air Burner	103846	Air Burner	M30F Air Curtain Burner
2013	Air Burner	1113760	McPherson	M30F Air Curtain Destructor
2013	Air Burner	1113770	McPherson	M30F Air Curtain Destructor
Dozers				
1984	Dozer D7H-Burned	79Z01488	Caterpillar	D7H
1981	Dozer D8K	77V17840	Caterpillar	D8K
2010	Dozer D6T	KJL01165	Caterpillar	D6T
2006	Dozer D6R LGP III	CAT00D6RKWRG00215	Caterpillar	D6R LGP Series III Crawler
2008	Dozer D7R	AEC01989	Caterpillar	D7R
2000	Dozer D6R LGP	8KY0138	Caterpillar	D6R LGP
1991	Dozer D7H LGP II	4FG04117	Caterpillar	D7H LGP II
2003	Dozer D7R	AEC00681	Caterpillar	D7R
2008	Dozer D6T	CATD6TCKJL00560	Caterpillar	D6T LGP
1978	Dozer D6D	6X597	Caterpillar	D6D
1979	Dozer	4X5133	Caterpillar	D6D
1989	Dozer	08Z53048	Caterpillar	DV060
Excavators				
2004	Excavator 320C	CATO 320CVPAB01774	Caterpillar	320C
1992	Excavator 690 D	DW690DL533807	John Deere	690-D LC
2001	Excavator	A85139	Komatsu	PC270LC-6
2011	Excavator	A20028	Komatsu	PC240LC-10
2012	Excavator	A20120	Komatsu	PC240LC-10
2013	Excavator PC210LC	KMTPC243V02450356	Komatsu	PC210LC
2019	Excavator	C80715	Komatsu	PC210LC-11
2019	Excavator	LL1610595	Kobelco	SK260LC-10
2004	Excavator	EC330V10324	Volvo	EC330BLC
2014	Excavator	210418	Volvo	EC220DL

Wheel Loaders				
2005	Wheel Loader	L120EV64601	Volvo	L120E
2006	Wheel Loader	L120EV64757	Volvo	L120E
2001	Wheel Loader	62368	Volvo	L120C
2011	Wheel Loader	30275	Volvo	L120G
Low Boy Trailers				
1994	Low Boy	4LF4S4832R3503533	Fontaine	
2014	Low Boy	57JE5130XE3561385	Fontaine	55 TON
2013	Low Boy	13NE51308D3560602	Fontaine	Fontaine 55 Ton
1999	Low Boy	1E9624304X111168	Entyre	PRTN50TD-TI
1994	Low Boy	40FH0482R1010817	Talbert	TDW-30-SRG-T-11
Light Box				
2012	Light Box	4FVLSACA6CU444257	Doosan	LSC
	Light Box	5AJLS16138B005724	Magnum	
	Light Box	80743	Magnum	MLT3060MMH
	Light Box	170255	Magnum	MLT3060MMH
Pressure Washers				
	Pressure Washer	P1200-63897	Landa	
	Pressure Washer	P062-23113	Landa	
	Pressure Washer	15041361	Mi-T-M Corp	1901
	Pressure Washer	C-368	American Kleaner	MX-6A
	Pressure Washer	H51669 0800	Hotsy	1070SS
	Pressure Washer	P00306	Landa	Jun-00
Skid Steers				
2003	Skid Steer	5219-12445	Bobcat	T300
2005	Skid Steer	5258-15902	Bobcat	S-300
2012	Skid Steer	ANKA12229	Bobcat	T750
Grinders				
1999	Grinder - Tub mini me	1D9FX4236XN147003	Diamond Z	PWG-1352BL
2003	Grinder - Tub	1D9FX4530NN147068	Diamond Z	1463B
2001	Grinder - Tub	1D9FX4537WN147252	Diamond Z	PWG-1463B
2003	Grinder - Tub	1D9FX4639YC147259	Diamond Z	PWG-1463 B TUB
2004	Grinder - Tub	1D9FX46311C147262	Diamond Z	PWG-1463 B TUB
2014	Grinder - Horizontal	1R9FX390XEC722024	Diamond Z	DZH4000TK
2014	Grinder - Horizontal	1R9FX3904EC722030	Diamond Z	DZH4000TK
1999	Grinder - Tub	1D9FX46364C147293	Diamond Z	PWG-1463 B TUB
2013	Stump Grinder	(stump hog for M100)	Fecon	SH260
Track Loaders				
	Track Loader	0963CKBBD01120	CATERPILLAR	963C
2001	Track Loader	CAT0973CK3RZ00613	CATERPILLAR	973C
Bucket Trucks				
1999	Bucket Truck	1HTSDAAN0XH659739	International	V0255RV
1999	Bucket Truck	1HTSCABM5XH607449	International	
Grapple Trucks				
2003	Grapple Truck	1HTMMAN03H602413	International	4300
1984	Grapple Truck	1M2B120C3EA054238	Mack	Mixer
Power Screens				
2001	Power Screen	9500531	TROMMEL	725
	Power Screen	9202071	TROMMEL	830
Water Trucks				
2000	Water Truck	1FV6HJAA3YHB19746	Freightliner	FL70
2000	Water Truck	3FRNF65995V180949	Ford	F650
Flat Bed Trailers				
2005	Flat Bed Trailer	4YNBN20245C027949	Anderson	
2007	Flat Bed Trailer	16VGX202672680173	Big Tex	20GN-20BK+5
2011	Flat Bed Trailer	4P5B52027B2159392	Magnum	Tandem Axle Buggy Hauler
2013	Flat Bed Trailer	16VPX1629C2348689	Big Tex	
1999	Flat Bed Trailer	4AG6U2338XC029735	Homemade	Generator Trailer
1997	Flat Bed Trailer	1C6EG102XV1752300	Centerville	15' Generator Trailer
2016	Flat Bed Trailer	16VFX2020G2074525	Big Tex	

1997	Flat Bed Trailer	1RNF48A27VR003233	Reitnouer	
Pup Trailers				
2012	Pup Trailer	Homemade	MOHMTRAILER020044	Homemade Trailer
2006	Pup Trailer	Great Lakes	1G9CD23336S139786	TR2250DC
2006	Pup Trailer	Great Lakes	1G9CD23346S139779	TR2250DC
2006	Pup Trailer	Great Lakes	1G9CD23376S139712	TR2250DC
2006	Pup Trailer	Great Lakes	1G9CD23356S139711	TR2250DC
2013	Pup Trailer	Great Lakes	TR206832	HOMEMADE TRAILER
Service Trucks				
2014	Service Truck	1FT8W3BT6EEA40636	Ford	F350
2009	Service Truck	1FDAX46R79EA14566	Ford	F450 Superduty
2007	Service Truck	1FDWF37Y77EB48421	Ford	F350 SD
2014	Service Truck	3C7WRNBL8EG228497	Dodge	RAM 5500
2011	Service Truck	1FDRF3G6XBEA70849	Ford	F350 XL
2001	Service Truck	1FDXF46F31EA27158	Ford	F450
2018	Service Truck	5TFCZ5AN9JX150501	Toyota	Tacoma
2005	Service Truck	1FDWW37P45ED00126	Ford	F-350 XL Superduty 4x4
Service Trailers				
2001	Service Trailer	5DZC8162511001697	Titan	UT
2019	Service Trailer	1E9U52627KS589118	Edgewood Welding	UT
2019	Service Trailer	1E9US2625KS589103	Edgewood Welding	UT
2018	Service Trailer	M0HMTRAILER025812	HMDE	TRLER
2018	Service Trailer	M0HMTRAILER025813	HMDE	TRLER
2011	Service Trailer	16VPX1622B2374954	Big Tex	UT
2011	Service Trailer	16VPX1629B2374952	Big Tex	UT
1992	Service Trailer	1TKB0529NM030565	Trail King	FB
2003	Service Trailer	1HTMMAAN03H602413	International	TRLER
2015	Service Trailer	5DYAAB2L5FC006883	JLG	TRLER
2015	Service Trailer	16VFX2026F2092400	Big Tex	UT
2019	Service Trailer	1E9US2624KS589089	Edgewood Welding	UT
2003	Service Trailer	1UYVS12823M880206	Utility	UT
1994	Service Trailer	2HTTGCUTXRC081161	International	UT
1992	Service Trailer	1TKS00517NM030566	Trail King	FB
2015	Service Trailer	5DYAAB2L5FC006883	JLG	UT
1997	Service Trailer	11WEC1623VM227765	WW	VN
2006	Service Trailer	1G9CD23376S139712	Great Western	TRLR
2012	Service Trailer	MOHMTRAILER20044	HMDE	UT
2012	Service Trailer	16VCX2021C2H40730	Big Tex	UT
2006	Service Trailer	4KBT114226L161597	Townmaster	T10T
1992	Service Trailer	1TKS00517NM030566	Trail King	Double drop trailer
2003	Service Trailer	1UYVS12803M124504	Utility	UT
2009	Service Trailer	13NM0510493550127	Fontaine	TRAI
2002	Service Trailer	4X4TSEV282U200791	Cargo Mate	VN
1999	Service Trailer	11WHC162XYW251191	WW	VN
2007	Gooseneck	1DA72C7N07C018695	Trail-EZE	Gooseneck Trlr
1999	Service Storage Trailer	1V5BA1624X1133175	Magnum	UT
Semi Trucks				
2005	Semi	1XP5PBEX75D826166	Peterbilt	379
2000	Semi	1M2P324C8YM049453	Mack	RD688S
2007	Semi	1HTXTAPT97J459305	International	5900
2005	Semi	1HSHXSBR15J144431	International	8600
2004	Semi	1M1AE06Y64N016666	Mack	CX613
	Semi	1XKDDU9X68R2123592	Kenworth	T800
2010	Semi	1XKDDU9XXAR259318	Kenworth	T800
2009	Semi	1XKDDU9X89J256363	Kenworth	T801
2007	Semi	2FWBADE97AX16739	Sterling	A 9500
2012	Semi	5KJJABDR5DPBU1199	Western Star	W4900
1999	Semi	1HTSDAAN0XH659739	International	TR
2000	Semi	1M2AA18Y4YW127565	Mack	Truck-Tractor
2010	Semi	1xkddu9x4ar260416	Kenworth	T800

2008	Semi	1XDDU0X78J228727	Kenworth	T800
2001	Semi	2FWJA3AV91AH73667	Sterling	A9500
2007	Semi	1HSHX AHR57J375403	International	8600
2009	Semi	1XKDP4EX59J253787	Kenworth	T800
2008	Semi	1M1AN09Y38N001818	Mac	CHU613
Walking Floor Trailers				
2002	Walking Floor	5MAMN45292C005339	MAC	Walking Floor
2005	Walking Floor	5MAMN48285C008359	MAC	Walking Floor
2004	Walking Floor	5MAMN48214C007357	MAC	Walking Floor
2019	Walking Floor	5MAMN4822KE051069	MAC	Walking Floor
2019	Walking Floor	5MAMN4824KW051073	MAC	Walking Floor
2008	Walking Floor	5MAMN48288C016384	MAC	Walking Floor
2005	Walking Floor	5MAMN482X5C008556	MAC	Walking Floor
Additional Equipment				
2012	Air Compressor	435426UAW048	Doosan	XP375WJD-T3
2003	Air Compressor	338927UGN221	Ingersoll Rand	
1990	Air Compressor	92190020	Emglo	Y5A-60V
	Air compressor	1945	Ingersoll Rand	MC-2A
2006	Air compressor	365253UAX	Ingersoll Rand	Airsource portable
	Air Compressor	1111111	Campbell Hausfeld	
2000	Dump Truck	1FV6HLAA5YHB76509	Freightliner	FL70 25cy
	Fork Lift - electric	72A00217	TCM	FTB15
	Fork Lift - propane	A15K0152		FCG30T7T
	Fork lift tractor	333-601-1403	International Harvester	M10A
	Fork lift tractor	33602-2132	International Harvester	M10A
	Root Rake	HDR430586		
1993	Street Sweeper	13-1438	Army	53MH
2007	Tractor	50790	KUBOTA	9540
	Tractor	59523	KUBOTA	M9960HDC
2000	Vaccum Truck	1FVUFXYB9YPB65702	Freightliner	Straight Truck
2011	Versahandler	368112100	Bobcat	V723
	Welder	LB258571	Miller	
	Welder-portable	LH370131E	Miller	Big Blue 300P CC/CV
	Wood Picker	200-4	CTC	CTC200

**SECTION X
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PROPOSER'S QUALIFICATIONS**

This section of the proposal should give a description of the firm, including the size, range of activities, and the number of years with relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience project will be brought to bear on the proposed project.

This section must also identify the contact person and telephone number.

Please see enclosed Qualifications Statement.

Note: Additional sheets may be attached if necessary.

Statement of Qualifications

Disasters are unpredictable. Disasters can vary in size, scope and intensity. Yet given this inherent unpredictability, governments can take the necessary steps to ensure the safety and relief of their constituency.

At TFR, we address the needs of our clients long before the establishment of a relationship. Every project is different. Every state, county or city, desire and highlight different aspects of disaster relief and recovery that they deem MOST important. With this ever-changing landscape in mind, TFR continually stresses the proper due diligence and planning to fully comprehend the type of service that each client desires. We routinely review and criticize our operational and management plans to assure that we present the most practical, efficient structure to complete the project. TFR's knowledgeable management team retains over 55 years of experience responding to hurricanes, floods and other various disasters.

"T.F.R. responded quickly to the Government's initial requests. Their efforts contributed directly to the success of the Santa Barbara Flood Debris Removal Mission."

*Juan Martinez, Civil Engineer
USACE*

What allows TFR to provide an expedient response? Pre-planning certainly encompasses a large portion of this service. In addition, TFR maintains a fleet of over a hundred (150+) pieces of company-owned equipment pre-positioned across the Southeastern United States. By staging equipment directly outside the impact zone, TFR can respond within hours to immediately begin emergency road clearance services to provide a vital lifeline for federal, state and local emergency responders to assess damages. Furthermore, TFR can prep and construct a TDSR site for immediate acceptance of storm-generated debris in less than 24 hours. To fully augment our operational capacity and to aid the organization of relief efforts, Mobile Command Units can be deployed to achieve greater coordination between parties. Concurrently, project teams scour the impacted area to quantify debris, deduce an overall damage estimate and adapt our preplan accordingly.



TFR prepares for economic instability in the immediate aftermath of natural or man-made disasters by maintaining strong relationships with suppliers and organizing resources for dispatch. Additionally, TFR owns the necessary equipment to house and feed personnel temporarily as the local business community reacts and rebounds from such a disaster. Other initial and vital supplies, such as fuel, parts trailers, welders, wood, and other necessities, are brought from the home office to due to inadequate logistics. However, the backbone of our logistical support team is our maintenance crew. TFR would not be capable of providing the timely, cost-effective service that we do without the knowledge and experience our maintenance crew retains. With a dedicated warehouse at the home office to two (2) traveling equipment trailers, the TFR maintenance crews ensure that our equipment is functioning safely and efficiently with limited downtime. We strive to foresee any potential encumbrances and take the appropriate actions to safeguard against such occurrences.

Operationally, TFR manages on the principal of transparency. We always remain available to answer questions, address issues immediately, and submit reports on time. This is to the benefit of all parties

involved, as this is a team effort to respond to a major disaster. As safety and contract responsibility are the utmost priorities to the principals and officers of TFR, it is the policy of management to see that its employees and subcontractors conduct themselves with integrity and courtesy in the performance of their duties. Following a disaster event, there is an urgency to remediate the damage and return to normalcy as quickly as possible. The principals and officers of TFR firmly believe that this and price competitiveness can be achieved courteously and without sacrificing health, safety and contract integrity.

HISTORY

TFR Enterprises, Inc. is a Texas-based specialty contractor, first incorporated in 1989 in the State of Tennessee, actively participating in disaster recovery contracts nationwide since Hurricane Andrew in 1992. We have a history of safe, rapid and complete service in the industry with federal, state and local governments, providing expedient, cost-effective disaster debris management, removal, reduction and cleanup services to over 250 satisfied clients, as well as numerous private industries funded by the Federal Emergency Management Agency (FEMA).

A family-owned and operated corporation headquartered in Leander, Texas, 20 miles outside Austin, Texas; TFR also owns and operates a tub-grinding division, responsible for vegetative debris reduction and recycling projects. Although disaster response remains our primary scope of business, TFR exploits natural adaptations and synergies to complement our current service offerings to include land clearing, tree removal, trimming and pruning on parks, golf courses and right-of-way, tree repair and maintenance, debris management, tub grinding, hauling and demolition.

TFR owns over 150 pieces of equipment, including debris-handling trucks, such as self-loaders, heavy-haulers, excavators, dozers and numerous mobile command units. To accommodate our client's debris reduction needs, TFR also owns eight (8) Diamond Z 1463 Tub Grinders and two (2) Horizontal. With one of the largest collections of tub grinders in the industry, TFR can rapidly and efficiently dispose of massive amounts of storm generated debris. In addition, to our extensive list of company-owned equipment, TFR maintains highly valued, working relationships with over one thousand (1000) subcontractors nationwide, who are versed in TFR project procedures and multiply the resources available to the project.

TFR has completed more than 80 projects in Disaster Response in the last five (5) years. We have successfully performed on USACE projects, and many other federal, state and local government projects. In the past, TFR has received multiple multimillion-dollar task orders from our clients spanning across a large geographical area. By applying our own resources and an efficient operational plan, we completed each designated task on time in compliance with FEMA guidelines.

TFR prides itself on being good at what we do, Debris Removal and Management. TFR dedicates 95% of its business to RFPs secured through federal, state and local governments. TFR owns ALL the resources to set up and operate eight (8) concurrent TDSR sites with our own forces and resources including deploying Mobile Command Units and other necessary equipment to get the job done. Simply put, TFR is results driven.

In addition to its equipment and personnel resources, TFR retains the financial strength to handle multiple large Delivery Orders under numerous contracts. Without difficulty or costly delays, TFR completed twenty-six (26) simultaneous projects in California, Florida, Texas, and Puerto Rico in the aftermath of a devastating 2017 hurricane season. With contracts, more than \$78 MIL and in addition to our capacious past performance record, TFR demonstrated its financial ability to manage multiple projects given a broad geographical area. TFR completed this task through strong financial relationships,

a professional report with countless subcontractors and knowledgeable and reliable in-house resources to the fructification of local governments given varying project scopes.

When you hire TFR Enterprises, you get us, not a General Contractor with mostly subcontractors. We will arrive on time. We will self-perform all key elements of the project to ensure our end service, and in some cases, much of the entire delivery order with our own equipment and personnel. We can bring our own camps to house our project personnel until community establishments are staffed and operational again. Our service is disaster relief and recovery, which includes the economic impact our stay will have on the local economy. Our goal is to partner with the Town of Cutler Bay and its community to provide a full-service disaster relief and recovery effort.

TFR's Scope of Services

- Debris Management
- Emergency Road Clearance
- Debris Reduction and Removal
- Debris Hauling, Segregation, Recycling and Disposal
- Structural Repair
- Temporary Debris Storage
- Debris Reduction Site Construction and Management
- On-Site Repair Shop
- Waterway Debris Removal
- Creek and Channel Restoration
- Land Clearing
- Removal of Hazardous Trees and Limbs
- Tree Repair and Maintenance
- Demolition
- Ancillary Services
- Seeding
- Sand Removal
- Vessel Removal

TFR's Key Personnel

TFR maintains a team that has been conducting debris removal, reduction and management projects for 30 years. From Hurricane Andrew to the devastating effects of Hurricane Katrina, TFR personnel have participated in relief efforts across the country, on different continents and in varying debris capacities. If awarded, you will be contracting with a company deeply rooted in customer value, experience, and expediency. TFR is proud to present one of the most knowledgeable project teams in this industry.

Key Personnel	Position	Email	Phone
Tipton Rowland	CEO	tiffany@tfrinc.com	(281) 731-4398
Julie Rowland	CFO	julier@tfrinc.com	(512) 260-3322
Ronnie Moore, P.E.	VP of Operations	ronnie@tfrinc.com	(512) 779-9926
Dennis Sissell	Safety Manager	tiffany@tfrinc.com	(512) 579-9123
Sharon Lyell	Project Administrator	Sharon@tfrinc.com	(512) 576-3000
Tiffany Jean	Contract Administrator	tiffany@tfrinc.com	(512) 565-0710
Jennifer Frankovsky	Business Development	Jennifer@tfrinc.com	(512) 567-6391
Kevin Rolison	Senior Project Manager	kevin@tfrinc.com	(512) 944-8766
Rigo Mejia	Site Manager	rigo@tfrinc.com	(512) 779-7722

Tipton F. Rowland, Chief Executive Officer

Mr. Rowland acquired his grandfather's company (Robinson & Son Tree Service, Memphis, TN) in 1988 and incorporated the company as TFR Enterprises, Inc. in 1989. A disaster services division was added in 1992 to include, debris management following a disaster event such as hurricanes, floods, ice storms, tornados and earthquakes. Projects that have been undertaken and successfully completed under his supervision include vegetative and C & D debris removal from Rights-Of-Way, vegetative and C & D debris removal from streams and canals, Temporary Debris Storage and Reduction Site (TDSRS) management, weed and brush control services, tree pruning, trimming and removal services, mulch and compost production services, vegetative debris incineration (both open burn and air curtain), vegetative reduction by grinding, separation and recycling of C & D debris and demolition of residential structures. Mr. Rowland has overseen 100+ separate disaster response projects, federally funded by the Federal Emergency Management Agency (FEMA). By providing "hands-on" oversight as president and Chief Executive Officer of TFR Enterprises, Inc. he has successfully performed as damage assessment evaluator, cost proposal estimator, project supervisor, safety and compliance officer, and has assisted in interacting with local government officials in developing debris management policies in compliance with State and Federal (FEMA) reimbursement regulations.

Julie A. Rowland, Chief Financial Officer

Julie Rowland graduated from the University of Memphis in 1992 with a BA in Communications. Since joining the company in 1989, she has served as the administrative and financial accounting manager for all projects. She is responsible for the oversight of all financial records and systems for the company, overseeing a staff of 4 clerks. She is the principal advisor to the President on all matters relating to cooperative agreements and procurement, as well as financial management, controls, and accounting functions. She has overall responsibility for final reconciliation of accounts for issues involving subcontractors and clients. In addition, Julie Rowland is responsible for providing outside agencies such as banks, bonding and insurance companies and auditors with necessary financial information and assists the independent auditor with financial statements and income tax preparation.

Ronnie D. Moore, Vice President of Operations

Ronnie Moore received his Bachelor of Science degree in Civil Engineering from the University of Texas at Austin in 1978. He earned his Registered Professional Engineer (PE) license in January 1985.

Mr. Moore has worked for the Texas Department of Transportation (TXDOT) in the Bridge Design Division as a designer, and in the Aviation Division as a project manager. He also has extensive experience in the private sector as a design engineer for multi-million-dollar mixed-use land development projects as well as roadways, drainage and utilities, and as a senior project manager for the same types of projects.

Mr. Moore was the Bastrop County Engineer at the time of the Bastrop Complex Wildfire, which started September 4, 2011 and was not declared extinguished until Oct. 9, 2011. This fire was the most destructive Wildland-Urban Interface fire in the history of Texas. The fire burned rapidly out of control, scorching 32,400 acres, destroying 1,723 residential and commercial structures, torching an estimated 1.5 million loblolly pine trees, and claiming the lives of two people.

Mr. Moore was in charge of the debris removal operations during Bastrop County's recovery. The entire burn scar of this fire is in the critical habitat of a federally listed endangered species. Therefore, Mr. Moore worked together with U.S. Fish and Wildlife (FISH), FEMA, and the Texas Division of Emergency Management (TDEM) to ensure that all requirements of the Stafford Act, the Endangered Species Act (ESA) as well as FEMA and State requirements were adhered to during the debris removal portion of the recovery effort. Bastrop County's debris removal program has come to be considered a model program for post fire debris removal. Ronnie Moore has been a featured speaker on Debris Removal and adherence to governmental regulations during the debris removal operation, at both the TDEM annual conference, and the Capital Area Council of Governments (CAPCOG) workshops for municipal and county Emergency Management personnel.

Dennis Sissell, Environmental and Safety Manager

Mr. Sissell has been in the hazardous materials containment, response and cleanup services industry since 1980. He has responded to various hazardous materials cleaning/removal and spill cleanup projects in mills and refineries such as Armco Steel, Shell, DuPont, Phillips and Hymont and several Municipal Solid Waste Treatment facilities. His Hazmat background includes training in containment, cleaning and disposal. Mr. Sissell is also D.O.T. certified in handling, packaging, and shipping of Hazardous Materials. He provides a knowledgeable and professional approach to the environmental and safety issues involved in the collecting, handling and disposal of Hazmat materials during the debris removal process.

Sharon Lyell, Project Administrator

Sharon Lyell joined the TFR team in 2006 following a successful career at Fisher Rosemount Systems, Inc., where she was pivotal in the reduction and accuracy of delivery times and ensured the vitality of operations by coordinating with the finance, scheduling, materials and manufacturing departments. This experience primed Ms. Lyell to seamlessly step into the role of Project Administrator in which she manages all subcontracting and employee resource needs for any and all FEMA declared disaster projects. Ms. Lyell's duties include any and all subcontractor records including Subcontract Agreements, appropriate certificates of insurance, work orders, lien releases and subcontractor payouts in addition to the preparation of all Certified Payrolls for Federal Projects. Furthermore, she has been cross-trained in the appropriate TFR accounting processes and managed accounts payable and bank reconciliations to ensure operations run efficiently and smoothly.

Kevin Rolison, Senior Project Manager

Mr. Rolison has over 17 years' experience in the disaster debris management industry and over 25 years' experience in heavy-equipment, including heavy haulers, self-loaders and grinders. Mr. Rolison came to TFR Enterprises in 2002 as a CDL; Class A Driver working on storm related projects in Virginia. In 2004, Mr. Rolison served our company as a project supervisor on various projects resulting from Hurricanes Charley, Frances, Jeanne and Ivan in the State of Florida. He continued as a Project and Site Manager in 2005 and 2006 on jobs in Louisiana and Texas resulting from Hurricanes Katrina and Rita. Prior to coming to TFR Enterprises, Mr. Rolison owned and operated his own hauling business, Rolison Trucking, Inc. In addition to his current role, Mr. Rolison has extensive knowledge of the maintenance and logistics of debris removal equipment, including Sterling Self-Loaders and Diamond Z Grinders.

Jennifer Frankovsky, Director of Business Development

Ms. Frankovsky has been a TFR team member since 2010. She is a graduate of Texas A&M with extensive training in DOT rules and regulations. Ms. Frankovsky is responsible for managing the Fleet Division of TFR. Her department is responsible for Department of Transportation (DOT) compliance (CMV, CDL Driver and Corporate); IFTA and IRP; TFR fuel program; 2290 heavy vehicle use tax; equipment sales, rentals and purchasing; vehicle and heavy equipment registration, titling and insurance. When a major disaster occurs, Ms. Frankovsky travels to the site to efficiently hire and train CDL drivers to ensure compliance with all DOT regulations and TFR policies and procedures. She works with Project Managers to identify necessary equipment needed to perform the job and mobilize the equipment to the job site.

Tiffany Jean, Contract Administrator

Mrs. Jean has provided contract administration, quality control, quality assurance, and project management to debris removal projects since 2008. Mrs. Jean is responsible for bid and contract documentation and management. She has also served as quality control and project manager during Hurricane Sandy and the devastating tornado that impacted Norman Oklahoma in 2013. In conjunction with securing more than 50 pre-position contracts, Mrs. Jean played a vital role in securing two (ACI) Single Award Task Order Contracts (SATOC) for Debris Management Services with the USACE that allows for ordering up to \$580 Million dollars per contract.

Rigo Mejia, Senior Project Manager

Rigo began his employment with TFR Enterprises, Inc. in 2008 as an equipment operator. He quickly became an expert as a tub grinder operator; working with Diamond Z 1463B and 1352BL tub grinders. He has managed TFR tub grinding operations for multiple disaster jobs, grinding as much as 800 cubic yards of debris an hour. In 2014, TFR purchased two new Diamond Z 4000TK horizontal grinders. He became efficient with operating the horizontal grinders as well, grinding up to 120 tons of debris an hour. As a proven leader in the tub-grinding department he became the Senior Project Manager of the grinding division.

Division of ResponsibilitiesPresident / Operations Planner

The President will provide financial resources, equipment, and personnel in support of project. Supports and invests authority and oversight to Operations Manager, Safety Officer, Quality Control Officer, Environmental Officer, and Health and Safety Officer.

Vice President / Operations Manager

Has authority to commit Corporation, sign contract and modifications. The Vice President will report to the President and be a liaison between the Company personnel and Client Representative. The VP is responsible for contract interpretation and application to Company personnel, and implementation of Scope of Work.

FEMA Compliance Officer

FEMA Compliance Officer will report to the Operations Planner and Operations Manager. Responsible for reviewing contract documents and ensuring performance is completed to FEMA specifications including, but not limited to, eligibility of debris and Davis Beacon Act standards.

Safety Officer

Safety Officer will report to both the President and Operations Manager. Has complete responsibility and authority over all safety issues at all levels of contract performance including the power to unilaterally alter, suspend and/or halt any operation or portion thereof that endangers or potentially endangers life, health and safety or threatens the protection of the environment. Includes documentation, daily reporting requirements, communication and conducting onsite training and inspections.

Quality Control Officer (System Manager)

Quality Control Officer will report to the Operations Manager. Has complete responsibility and authority over matters relating to contract Scope of Work adherence and assignments of QC personnel to field crews. Includes documentation, daily reporting requirements, and communications.

Environmental Manager

Environmental Manager will report to the Operations Manager. Has complete responsibility and authority over matters relating to compliance with Environmental regulations and requirements, permitting and site inspection and approval. Includes documentation, daily reporting requirements, and communications.

Senior Project Manager

The Senior Project Manager will report to the Operations Manager, responsible for day-to-day operations, includes waste stream documentation, daily reporting requirements, communications, enforcement of Scope of Work, and oversight of Load and Haul and TDSRS Managers.

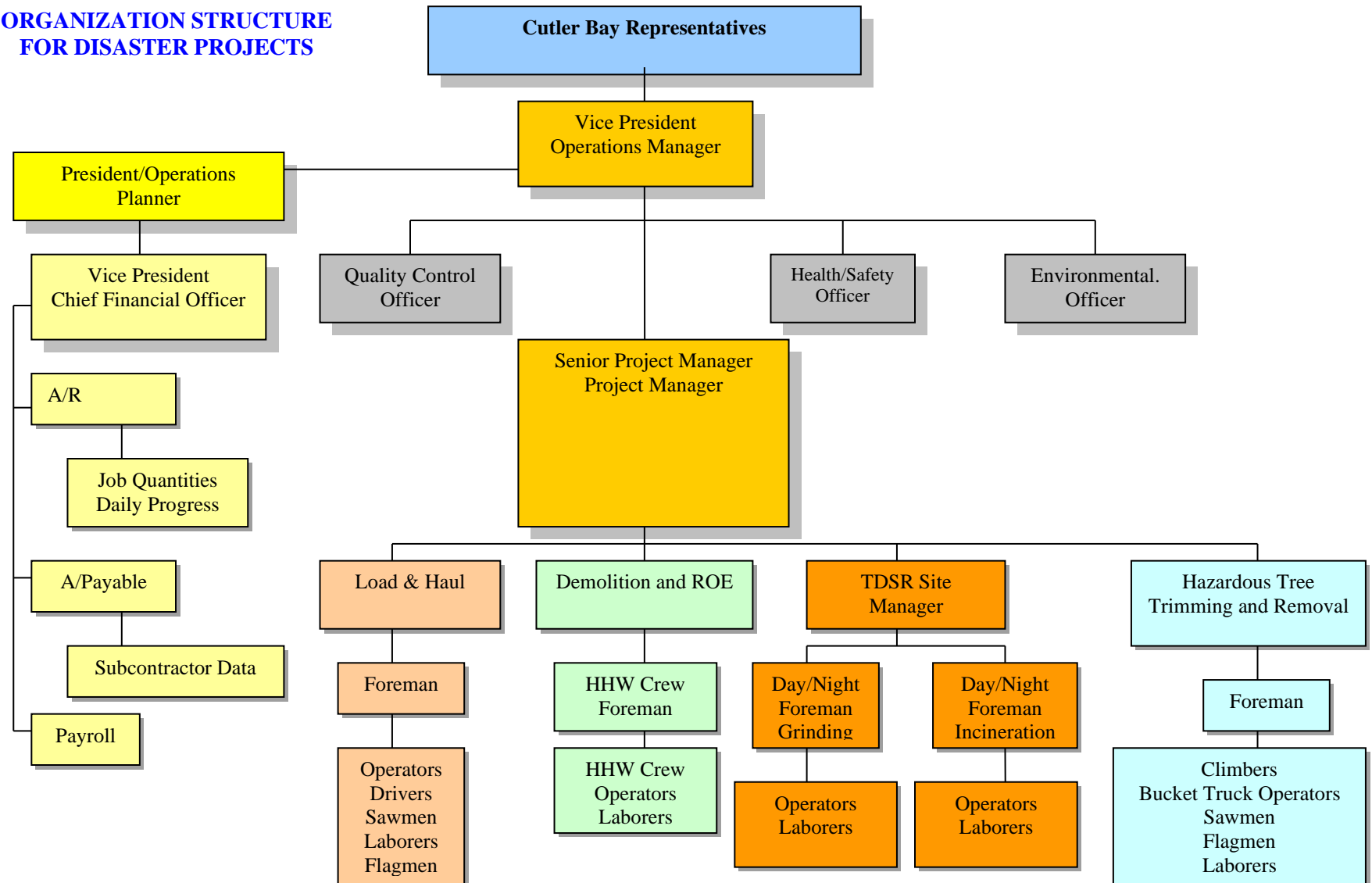
Project Manager

The Project Managers will report to a Senior Project Manager, responsible for waste stream documentation, daily reporting requirements, communications, enforcement of Scope of Work, and oversight of Right of Way crews and Crew Foremen.

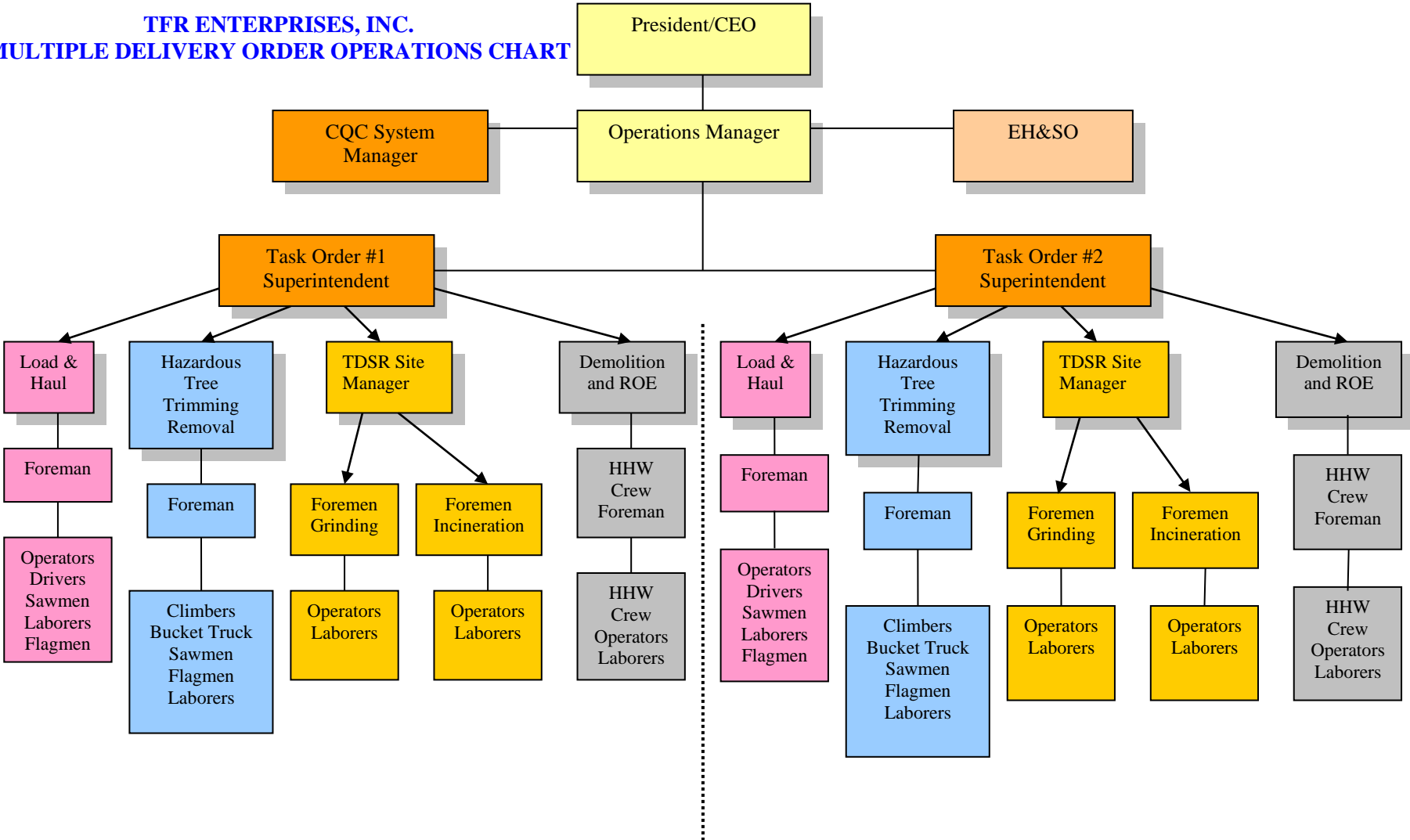
Site Manager

Site Manager will report to a Senior Project Manager, responsible for waste stream documentation, daily reporting requirements, communications, enforcement of Scope of Work, and oversight of functions such as site entry and separation activities, debris reduction activities, White Goods/eWaste/HHW material separation and handling and C&D sorting, separating and recycling activities as well as general site management.

ORGANIZATION STRUCTURE FOR DISASTER PROJECTS



TFR ENTERPRISES, INC.
MULTIPLE DELIVERY ORDER OPERATIONS CHART



**TOWN OF CUTLER BAY
EMERGENCY DEBRIS CLEARING SERVICES
RFP # 19-09
PROPOSER'S QUALIFICATIONS (CONTINUED)**

NOTE: This statement of Proposers Qualifications **must** be completely filled out, properly executed and returned as part of your proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by name and titles:

Name of Company: TFR Enterprises, Inc

Address: 601 Leander Dr. Leander, Texas 78641

Principals: Tipton Rowland Titles: CEO
Julie Rowland CFO

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

Yes ☒ No ☐

- b. List Principals Licensed:

Name(s): Tipton Rowland Title: CEO

Remarks: Miami-Dade County Local Business Tax

3. How long has your company been in business and so licensed? Registered in Florida since 2002.

4. If Proposer is an individual or a partnership, answer the following:

- a. Date of organization: _____

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS CLEARING SERVICES
RFP # 19-09
PROPOSER'S QUALIFICATIONS (CONTINUED)**

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

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

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

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

30 years

a. Under what other former names has your organization operated?

None

7. a. Has your company ever failed to complete a bonded obligation or to complete a Contract?

Yes _____ No ✓

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PROPOSER'S QUALIFICATIONS (CONTINUED)**

If so, give particulars including circumstances, where and when, name of bonding company, name and address of owner and disposition of matter:

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

Please see enclosed statement of Qualifications

- b. State the name of the individual(s) and titles that will have personal supervision of the work:

Kevin Rolison - Senior Project manager
Sharon Lyell - Project Administrator

9. List name and title of persons in your company who are authorized to enter into a Contract with the Town of Cutler Bay, Florida for the proposed work should your company be the Successful Proposer.

Name:	<u>Tipton Rowland</u>	<u>Julie Rowland</u>
Title:	<u>CEO</u>	<u>CFO</u>
Phone#:	<u>281.731.4398</u>	<u>512.751.9799</u>
Email:	<u>tiffany@tfrinc.com</u>	<u>julie@tfrinc.com</u>

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS CLEARING SERVICES
RFP # 19-09
PROPOSER'S QUALIFICATIONS (CONTINUED)**

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm or corporation to furnish any information requested by the Town of Cutler Bay, Florida to verification of the recitals comprising this statement of the Proposers qualifications. **DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSERS QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

Date: August 21, 2019


Signature

Tipton F. Rowland
Print Name

TFR enterprises, Inc
Company

CEO
Title

If Corporation (Seal) If Individual or Partnership, two Witnesses are required:


Witness


Witness


Respectfully submitted

(CORPORATE SEAL)

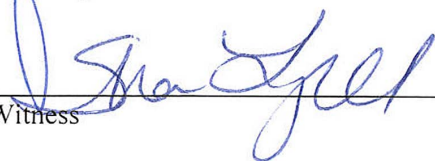
TFR enterprises, Inc.
Company - Contractor

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS CLEARING SERVICES
RFP # 19-09
PROPOSER'S QUALIFICATIONS (CONTINUED)**

ATTEST:



Secretary



Witness

By  _____ (Seal)
President

TFR Enterprises, Inc
Contractor Signature

END OF SECTION

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
REFERENCES**

The following is a list of at least four (4) references that Proposer has provided similar service in the past ten (10) years. **Government agency references are preferred.**

1. Name of Firm, City, County or Agency: please see enclosed list.
Address: _____
Contact: _____ Title: _____ Telephone : (____) _____
Location: _____ Scope of Work: _____

2. Name of Firm, City, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone : (____) _____
Location: _____ Scope of Work: _____

3. Name of Firm, City, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone : (____) _____
Location: _____ Scope of Work: _____

4. Name of Firm, City, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone : (____) _____
Location: _____ Scope of Work: _____

NOTE: Additional references may be attached and provided.

References

Over the course of business, TFR has partnered and worked for countless federal, state and local governments to provide debris removal and management services. Through these projects, TFR has enjoyed a fruitful, productive relationship with each client. In the end, we understand that TFR sells a service. If we do not satisfy the needs and desires of our client, TFR cannot continue to grow and prosper. Remembering this, TFR strives for perfection in quality, ensures an expedient response and completes the job on time, every time.

1. Texas Department of Transportation

Ms. Lori Wagner, Contract Administration Manager
Austin District Headquarters
7901 N. IH35 Building 2
Austin, TX 78753
P: (512) 832-7057
E: lori.wagner@txdot.gov
Contract Term: 10/29/2018-Present
Contract Amount: \$3,500,000.00 to Date
Description of Work: Emergency waterway debris removal services.

2. Tyndall Airforce Base

Mr. Johnny Walker
325th Contracting SQ (Stop 28)
501 Airey Avenue, Suite 5
Tyndall AFB, FL 32403
P: (850) 283-1378
E: johnny.walker.4@us.af.mil
Contract Term: 02/17/19-04/22/19
Contract Amount: \$2,314,185.82
Description of Work: Emergency debris haul off services following Hurricane Michael.

3. United States Army Corps of Engineers

Mr. James Costantino, Contracting Officer
Los Angeles District
915 Wilshire Blvd., Suite 930
Los Angeles, CA 90017
P: (213) 452-3237
E: James.M.Costantino@usace.army.mil
Contract Term: 02/06/2018-04/07/2018
Contract Amount: Approximately \$6,251,021
Description of Work: Emergency debris removal from Toro Basins in Santa Barbara County & hauling services.

4. North Carolina Department of Transportation

Mr. Chris Rhodes, Maintenance Engineer
404 South NC Hwy 11-903
Kenansville, NC 28349
P: (910) 296-8703
E: cerhodes@ncdot.gov
Contract Term: November 2018
Contract Amount: \$496,398.00
Description of Work: Emergency cut & toss services resulting from Hurricane Florence (This is 1 of 6 NCDOT Counties that TFR performed simultaneously)

5. ECC

Craig Duncan, Cherry Point Program and Project Manager

1240 Bayshore Highway

Burlingame, CA 94010

P: (210) 632-2493

E: cduncan@ecc.net

Contract Term: 11/2018-12/2018

Contract Amount: \$944,638.96

Description of Work: Emergency debris removal, reduction, and hazardous trees resulting from Hurricane Florence
(1 of 2 contracts performed under ECC for Hurricane Florence)

6. City of Plantation, Florida

Mr. Steve Rodgers, Assistant Director of Public Works

400 NW 73rd Avenue

Plantation, FL 33317

P: (954) 452-2535

E: srodgers@plantation.org

Contract Term: 09/2017-12/2017

Contract Amount: Approximately \$7,391,432.00

Description of Work: Performed debris removal services resulting from Hurricane Irma (**estimated 500,000cy**)

7. Bastrop County, Texas

Mr. Ronnie Moore - P.E.

806 Water Street, Bastrop, Texas 78602

P: (512) 779-9926

E: ronnie@cbdeng.com

Contract Term: 09/2011-09/2012

Contract Amount: Approximately \$13,100,000.00

Description of Work: Performed debris removal, reduction, and disposal services resulting from 2011 Wildfires
(**estimated 700,000cy**)

8. Fort Bend County, Texas

Mr. Scott Wieghat, Road and Bridge Special Projects Coordinator

PO BOX 148, Richmond, TX 77406

P: (281) 238-3607

E: scott.wieghat@fortbendcountytexas.gov

Contract Term: 09/2008-12/2008

Contract Amount: Approximately \$10,000,000.00

Description of Work: Performed debris removal, reduction, and disposal services resulting from Hurricane Ike
(**estimated 800,000cy, plus 200,000 cy Sugarland interlocal**)

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
INDEMNIFICATION CLAUSE**

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contractor. The Proposer shall indemnify and hold harmless the Town Council, the Town of Cutler Bay, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner, or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the Town pursuant to Chapter 768, Florida Statutes.

TFR Enterprises, Inc.
Proposer's Name

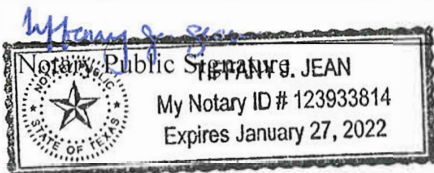
[Signature]
Signature

8/21/19
Date

State of: Texas

County of: Williamson

The foregoing instrument was acknowledged before me this 21st day of August, 2019, by Tipton F. Rowland, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.



Notary Name, Printed, Typed or Stamped

Commission Number: 123933814

My Commission Expires: 1/27/22

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

CFR 24.510 & 24 CFR, Part 24, Appendix "A"

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:



Name:

Tipton F. Rowland

Project Name:

Emergency Debris Road clearing

Project Number:

19-09

Firm/Agency:

TFR Enterprises, Inc

Street Address:

601 Leander Drive
Leander, TX 78641

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
Appendix "A" – 49 CFR Part 20

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying", in accordance with the instructions {as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)}
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {Note: Pursuant to 31

U.S.C. § 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}.

The Contractor, TFL Enterprises, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Tipton F. Rowland, CEO

Date

8/21/19

SECTION XIV
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
NON-COLLUSIVE AFFIDAVIT

State of Florida }
 } SS:
County of Miami-Dade }

Tipton E. Rowland being first duly sworn deposes and says that:

- a) ~~He~~ she is the CEO, (Owner, Partner, Officer, Representative or Agent) of TER Enterprises, INC., the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

By: [Signature]

[Signature]
Witness

Tipton E. Rowland
Printed Name

CEO
Title

TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida)

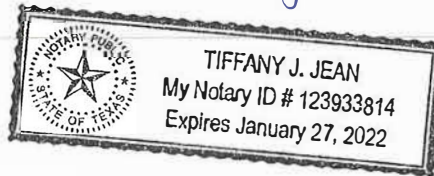
) SS:

County of Miami-Dade)

BEFORE ME, the undersigned authority personally appeared Tipton F. Rowland to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 21st day of August, 2019.

My Commission Expires:



Tiffany J. Jean
Notary Public State of Florida at Large Texas

END OF SECTION

**SECTION XV
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
TFL Enterprises, Inc does:
(Name of Business)

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

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

Proposer's Signature

August 21, 2019
Date

Tipton F. Rowland
Print Name

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES**

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 Town of Cutler Bay

by Tipton F. Rowland, CEO
[Print individual's name and title]

for TFR Enterprises, Inc.
[Print name of entity submitting sworn statement]

whose business address is

601 Leander Drive
Leander, Tx. 78641

and (if applicable) its Federal Employer Identification Number (FEIN) is 72-1149862

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any Proposal or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States 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 or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which 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 the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES
(CONTINUED)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND HAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

TEC Enterprises, Inc.
Proposer's Name

[Signature]
Proposer's Signature

Sworn to and subscribed before me this 21st day of August, 2019.

Personally known ✓

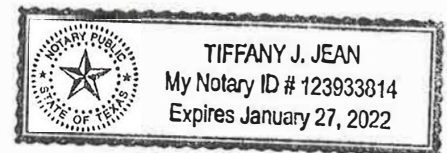
OR produced identification _____ Notary Public State of Florida at Large

(Type of identification)

My commission expires 1/27/22

TIFFANY J. JEAN
(Printed, typed or stamped commissioned
Name notary public)

END OF SECTION



SECTION XVII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
EXCEPTION TO THE REQUEST FOR PROPOSALS

NOTE: Please note any exceptions to the provisions of the RFP. (Additional sheets may be attached.) However, all alterations or omissions of required information or any change in proposal requirements are done at the risk of the Proposer presenting the proposal and may result in the **rejection** thereof. The Town reserves the right to require strict compliance with the terms of the RFP and to reject any exceptions or alternative proposals.

None

**SECTION XVIII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, TFR Enterprises, Inc
as Principal and Contractor, and Westchester Fire Insurance Company

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of **Fifteen-Thousand Dollars (\$15,000.00)** lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a Proposal to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

EMERGENCY DEBRIS ROAD CLEARING SERVICES

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP # 19-09**

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or Proposal bond in the amount of fifteen thousand dollars (\$15,000.00) of the proposal amount be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to **Fifteen Thousand and NO/100 (\$15,000.00)**, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said TFR Enterprises, Inc

as Principal herein, has caused these presents to be signed in its name by its _____
_____ and attested by its _____

_____ under its corporate seal, and the said _____

Westchester Fire Insurance Company as Surety herein, has caused these presents to be signed in its name by its
_____ Attorney-in-Fact _____

and attested in its name by its _____ Attorney-in-Fact _____ under its
corporate seal, this 22nd day of August A.D., 2019

TOWN OF CUTLER BAY
RFP 19-09
EMERGENCY DEBRIS ROAD CLEARING SERVICES
Page 80 of 92

Signed, sealed and delivered
in the presence of:

Tiffany J. Jean
Sheryl
As to Principal

Lorena
As to Surety Lorena Mancia, Witness

PRINCIPAL: TFR Enterprises, Inc

BY: [Signature]

NAME: Tipton E. Rowland

Westchester Fire Insurance Company

Surety [Signature]

BY: [Signature]

Attorney-in-Fact Brock Baldwin
(Power-of-Attorney to be attached)

BY: William D. Baldwin

Resident Agent William D. Baldwin

END OF SECTION

**State of Texas
Claim Notice Endorsement**

To be attached to and form a part of Bond No. N / A .

In accordance with section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim of
The named surety under this bond(s) should be sent to:

**Chubb Surety (Westchester Fire Insurance Company)
436 Walnut Street
Philadelphia, PA 19106-3703
(800) 357-4473**

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Blaine Allen, Brent Baldwin, Brock Baldwin, William D. Baldwin, Brady K. Cox, Russ Frenzel and Michael B. Hill of Dallas, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 12th day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 12th day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 : ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

22nd day of August, 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

SECTION 630
ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO THE TOWN OF CUTLER BAY:

We, TER Enterprises, Inc., hereby acknowledge and agree that as Contractors for the construction of the EMERGENCY DEBRIS ROAD CLEARING SERVICES, TOWN OF CUTLER BAY, FLORIDA, Town Project Request for Proposal No. 19-09, within the limits of the Town of Cutler Bay, Florida, that we have the sole responsibility for compliance with all 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 Town of Cutler Bay, and its Consulting Engineers against any and all legal liability or loss the Town, or the Engineer may incur due to TER Enterprises, Inc. failure to comply with such act.


ATTEST

TER Enterprises, Inc.
CONTRACTOR


ATTEST

BY: 

NAME

8/24/19
DATE

END OF SECTION

SECTION XX
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
ADDENDUM ACKNOWLEDGEMENT FORM

Addendum #

Date Received

None

Proposer:

TEC Enterprises, Inc

Company Name


Signature

Tipton F. Rowland, CEO

Printed Name & Title

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

Attachment "E" (Page 77 of 126)

DATE (MM/DD/YYYY)

1/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1221 S. Mopac Expy., Suite 160 Austin TX 78746		CONTACT NAME: Raelyn Brannan PHONE (A/C, No. Ext): 817-349-2315 FAX (A/C, No): 817-347-6981 E-MAIL ADDRESS: rbrannan@higginbotham.net	
		INSURER(S) AFFORDING COVERAGE INSURER A: STARR SURPLUS LINES INS. CO.	NAIC # 13604
INSURED T F R Enterprises Inc 601 Leander Drive Leander TX 78641		INSURER B: Starr Indemnity & Liability Co. INSURER C: Texas Mutual Insurance Company INSURER D: Argonaut Insurance Company INSURER E: The Travelers Lloyds Insurance Co. INSURER F:	38318 22945 19801 41262

COVERAGES

CERTIFICATE NUMBER: 1754368813

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded-\$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			1000066507181	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ContractorsPollution \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			1000199116181	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0			1000337045181	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001209012 WC928228359384	1/1/2019 1/1/2019	1/1/2020 1/1/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E B	Leased/Rented Equipment Hired - Physical Damage			QT6608071X472TLC18 1000199116181	12/31/2018 12/31/2018	12/31/2019 12/31/2019	Limit - 700,000 \$5,000 Comp Deductible Full Deductible Collision Deductible \$250

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

Texas Workers' Compensation Policy - 0001209012
All Other States (incl California) - WC928228359384

The General Liability, Auto policies includes a blanket automatic additional insured provision that provides additional insured status to the certificate holder when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

For Information only

*
* * *

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED T F R Enterprises Inc 601 Leander Drive Leander TX 78641	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder.

Umbrella is follow form

Scopes of Services/Plan

This operational plan has been thoroughly vetted over years and years of disaster-related debris management projects. Utilized in Plantation, Florida to smaller projects such as Port Aransas, Texas, the operational plan outlined below maintains the flexibility to administer and complete multiple large-scale projects simultaneously without sacrificing safety, transparency and performance. In 2017, TFR's flexible operational plan was tested. With projects spanning from Puerto Rico, California, Florida, to Beaumont, Texas, **TFR operated and completed 26 simultaneous projects with a total value over \$78 MIL.**

FEMA Understanding and Experience

TFR possesses an intimate understanding of the FEMA funding and reimbursement process. **ALL TFR CLIENTS HAVE RECEIVED 100% OF THEIR ELIGIBLE REIMBURSEMENT. TFR HAS NEVER HAD A SINGLE DOLLAR DEOBLIGATED BY FEMA or the FHWA.** We understand that our client's reimbursement is directly correlated to their ability to pay TFR and we work with our clients to ensure this process is as fast and efficient at possible.

TFR personnel have conducted over 250+ federally funded projects, and as such, has gained invaluable experience and familiarity with the FEMA recording and reimbursement process conducted under the federal *Public Assistance Program*. With minimal turnover in our key personnel for the past five (15) years, our employees have been working as a cohesive team to confront FEMA issues and ensure the reimbursement of our clients for 30 years. Sharon Lyell, our Project Administrator, in conjunction with Tiffany Jean, Contract Administrator, head our *FEMA Compliance Team* in all disaster-related projects. Our *FEMA Compliance Team* is deeply vetted in FEMA management and operational styles, and **NEVER** has TFR, or its officers, had a disputed claim for FEMA reimbursement. These individuals are very familiar with and aware of the federal guidelines for independence in accountability and reporting as well as recognizing that it cannot perform or assume the sovereign duties of the government officials. However, this does not preclude TFR from offering the following services to aid our clients in complying with the federal *Public Assistance Program*:

- Provide extensive pre-event training sessions with review of previous submitted FEMA paperwork
- Design appropriate cost tracking systems before approval of Project Worksheets is received
- Assist in estimation of debris volumes by debris types and debris management costs for Preliminary Damage Assessments
- Train clients on FEMA's Cost Estimating Format, a forward pricing model allowing FEMA to account for all possible costs on large projects
- Assist in the preparation of Immediate Needs Funding (INF) requests
- Review the operational procedures of the FEMA Public Assistance Program as it relates to the overall recovery process
- Inform and prepare for critical meetings with FEMA, emphasis on "Kick-off Meeting" and "Applicant's Briefing"
- Aid in the preparation of Project Worksheets

- Provide, review and confirm accuracy of supporting documentation (i.e. Truck Certifications, Load Tickets, Equipment Time Sheets, etc.) for the Project Worksheets to realize full reimbursement

TFR takes a proactive approach to debris management. Enacting a comprehensive, efficient debris management plan, which retains operational flexibility to address problems on the fly, is vital to the success of the project and our client's realization of full FEMA reimbursement. Upon establishment of a debris management plan, we strongly suggest submitting the plan for FEMA review, relieving undo stress over FEMA acceptance following a disaster event.

Training Sessions and Tabletop Exercises

Preparation is the be-all of good emergency management. As such, TFR offers annual on-site training and tabletop exercises for all Clients wishing to participate. Usually lasting 4 to 5 hours, TFR conducts the training service in the months preceding Hurricane Season on simulated events developed by TFR. In the past, we have offered this value-added service to Clients to familiarize ourselves with key emergency management officials and local agencies designated to the project. TFR believes understanding the needs of the local officials allows us to tailor-make a debris management plan that best suits the community.

With TFR's expertise and guidance, together, the client and TFR will develop a complete, full-service debris management plan that anticipates encumbrances, highlights transparency, emphasizes expediency, and forces accuracy. The preparation and experience gained during our training exercises will position local officials to respond quicker and realize full FEMA reimbursement. Additionally, by identifying key elements, such as TDSRS and Staging locations, TFR can better rapidly mobilize to ensure an efficient response immediately following the storm.

TFR's training session focuses heavily on the following topics:

FEMA Guidelines and Policies

This portion of the training is billed "How Best to Maximize Your Federal Reimbursement." We walk through, step-by-step, the FEMA *Public Assistance Program* from the Disaster Declaration by the President to submittal of the "Letter Requesting Project Closeout." TFR will inform our clients of topical and current FEMA guidelines and policies that are affecting the reimbursement process. Additionally, to benefit and familiarize Officials with federal documentation and expectations, TFR will review and analyze a FEMA Reimbursement Submittal from a current client that received full funding. This portion of the training is customized to fit the knowledge and expertise of the local officials, however, in every training session we stress key elements of the process outlined below:

- Review and recommendations for *Request for Public Assistance Form*
- Training of personnel of federal expectations in Project Worksheets (PW)
 - Review scope of work justifications including narratives, fiscal documentation, and
 - Analyze accepted content documentation of completed projects, including photo documentation, invoices, etc.

- Review supporting documentation for PW's for accuracy.
- Familiarize client with each individual projects and deficiencies of the file, and scope of work as relating to the PW, D.1 and D.3 reports
- Review and identification of eligible equipment, labor and contracts, accurate unit costs and scope of work.
- Review and analyze of the utilization of Force Account Equipment, Force Account Materials and Force Account Labor practices for reconciliation with Work Orders and Equipment Codes
- Review and recommendations for *Force Account Labor Summary Record*, *Force Account Equipment Summary Record*, and *Contract Work Summary Record*
- Review and analysis of documentation program in keeping with FEMA reimbursement guidelines:
 - Update existing documentation and record keeping systems as to comply with federal reporting and record keeping, or;
 - Propose record keeping and documentation system that will comply with federal reporting and record keeping requirements.
- Provide training and orientation to clerical and department heads on required documentation quality and quantity requirements
- Examine the reconciliation of invoices to appropriate Purchase Orders and PW's scope of work.
- Examine status reports and PW tracking through State and Federal Agencies.
- Review the organization and preparation of invoices, cancelled checks, contracts, public notices, bid tabulations, force account labor and equipment information summaries with easy reference tabs, attached in document format, to coincide with the guidance documents utilized by FEMA inspectors
- Examine the drafting and final submittal of the "Letter Requesting Closeout"

Temporary Debris Storage and Reduction Site Location and Testing

In conjunction with Government Officials, TFR seeks to aid in the selection and qualification of Temporary Debris Storage and Reduction Sites. Identification and selection of an appropriate TDSRS is vital to the efficiency, cost control and overall safety of the debris management process. The FEMA *Debris Management Guide* outlines the selection of a TDSRS through the following:

1. Ownership
2. Size
3. Location
4. Environmental and historic concerns

In past planning sessions, TFR and Government Officials have scoured potential areas locating and qualifying numerous TDSRS through a stringent identification process. Examining the layout of the City/County, possible high-volume areas and environmental impact, TFR and Officials can establish probable locations that best suit the debris management effort. After sites have been identified, historical information is pulled to ensure compliance with the National Historic Preservation Act and soil and water samples are collected to file with State Environmental Protection Agencies. Coupled with TFR's unique ability to operate 8

concurrent TDSR Sites with Company-owned Diamond Z 1463 Tub Grinders, the qualification process of logistically, geographically and environmentally appropriate TDSR Sites is key in the efficient, rapid mobilization effort TFR can offer.

Sectoring of the City/County

TFR strongly recommends our clients develop and review sector maps for the debris management plan. If requested, TFR will assist in the establishment of emergency routes with a pivotal focus on immediate need facilities. TFR prioritizes certain immediate need facilities, including EOC's, government buildings, hospitals and FEMA Distribution Centers, to employ a rapid 70-hour "Push" to secure the facility access. Following the establishment of emergency routes, TFR and Government Officials will review preliminary sector maps and designated TDSR Sites for debris collection. Our goal is to develop sector maps that retain flexibility post-storm to ensure efficient allocation of resources to debris-ridden areas while emphasizing safety to our crews and the community.

Pre-Strike Procedures

48-72 hours prior to anticipated landfall:

Both the President and Chief Operating Officer of TFR Enterprises, Inc. has been monitoring and tracking "Mock" Hurricane through local communication and weather channels.

The Chief Operating Officer will contact the known designated Government Representatives and provide them with the primary and secondary, 24-hour emergency contact personnel and points of contact (e-mail and cell phone).

The Contract Administrator in the home office will produce a list of known, experienced subcontractors from the database and sort the list by States (a list can be provided upon request) *Note: The subcontractors listed as pre-qualified are companies familiar with the TFR procedures and expectations. In past projects, these subcontractors have been successful in operating alongside TFR and thoroughly vetted.

Project Managers will each be given a group of these subcontractors to contact. Each Project Manager will begin calling the subcontractors and make the following determinations for each and in aggregate:

- Current equipment and personnel on hand and available to commit if tasked.
- Best-estimated anticipated response time if tasked.
- Plans for housing, feeding personnel, and fuel supply resources.

During this same time period, the Equipment Manager in the home office will begin calling Equipment Rental Dealers on the East Coast to identify available equipment on hand, such as Rubber Tired Front End Loaders, Skid Steer Loaders, Grapple attachments, Knuckleboom Loaders, Bucket Trucks, Vacuum Trucks, Water Trucks, Bulldozers, Portable Generators and Portable Toilets, to augment, if necessary, TFR owned equipment.

The Equipment Manager will prepare preliminary tracking routes for Company-owned equipment and determine what states and what permits may be required if tasked.

An evaluation of the information gathered from the Subcontractors who have been contacted and an estimated crew/response capability will be made in the following priority:

1. Subcontractors on call with Emergency Road Clearing Equipment.
2. Subcontractors on call with Loading and Hauling Equipment.
3. Subcontractors on call with Site Management Equipment.

This information will be added to the estimated crew/response capability of TFR's own Company-owned equipment and personnel and a preliminary mobilization schedule will be prepared.

24-48 hours prior to anticipated landfall:

The Equipment Manager will begin acquiring trip permits for dispatching the initial transport of heavy equipment (debris clearing and site preparation equipment) to the designated staging area.

Loading and Hauling equipment and personnel will be dispatched to the designated staging area as well as mobile campers and temporary housing units.

The experienced subcontractors previously notified will be contacted by the Project Managers and placed on stand-by, if necessary. Their mobilization capability and preparedness will be noted and updated in the preliminary crew assessment.

0-24 hours prior to anticipated landfall:

Upon notification of the Government Representative, or at the discretion of the Chief Operating Officer/Operations Manager, the *Pre-Execution Planning Team* (Operations Manager, Operations Planner, Environmental Health and Safety Officer, and the CQC Officer) will deploy.

To provide an immediate point of contact, at least one (1) TFR Representative shall "ride out" the storm with Government Officials. This TFR representative shall be responsible in coordinating the "push" effort as the *Pre-Execution Planning Team* assesses the damage, sections the City/County, if not completed, and mobilizes resources.

A work force of Management and Loading and Hauling crews (minimum of ten) have been notified, prepared and will be in the affected Sector/Subsector and poised to respond within a few hours following the landfall or strike for the immediate emergency needs response.

Methodology

The *Pre-Execution Planning Team* appointed for "Mock" Event is named as follows:

Operations Manager (OM)	-	Kevin Rolison
Operations Planner	-	Sharon Lyell
Environmental Health and Safety Officer	-	Dennis Sissell
CQC/Senior Project Manager	-	Rigo Mejia

In a post-strike environment, with Notice to Proceed, the planning team will deploy to the designated location within hours to participate in estimating debris volume, sectoring disaster area, locating TDSR Sites, determining personnel and equipment requirements, evaluating

environmental and health and safety issues, and identifying necessary permits and license requirements. Once this meeting has taken place, a defined list of equipment and personnel necessary will be identified. TFR will then begin to complete the mobilization process. Following this meeting, TFR will continue the mobilization process.

During this planning session, the following determinations will be made:

- Total area affected
- Estimated amount of Debris (This can be performed by Government Officials or TFR, either by aerial assessment or by “windshield” drive-by through the damaged area)
- Number of Sectors to be assigned for best management
- Number of estimated TDSR sites required for efficient removal
- Location of best possible TDSR sites, as established by the City/County

Mobilization of Personnel and Equipment

Following the coordination with Government Representatives, and identifying the quantities, sectors, TDSR sites and production requirements, TFR will continue the Mobilization process.

The Operations Manager (OM) will assign a Project Foremen and Sector Foremen for each task.

Pre-Execution Planning Team will call a meeting of all Project Managers and alert them to prepare to leave within 24 hours and be away from home for an extended period. Being within relative proximity of the disaster area, TFR can provide expedient response, as personnel fully understand the requirements and urgency associated with disaster relief and recovery and the little notice provided after the award of a contract. TFR and its partners are fully prepared to meet the mobilization requirements, including the extended time away from families, and fulfill those requirements with the utmost pride to the end product.

- The Operations Manager (OM) and his assistant will locate a Staging area where equipment and personnel can mobilize to for inspection and orientation.
- The Equipment Manager in the home office will deploy one or more of the company’s Mobile Field Offices to the Staging area.
- The Operations manager (OM) and his assistant will attempt to secure temporary housing, such as RV parks or other suitable location for temporary use for parking travel trailers. (The company, as well as many of its employees and subcontractors, have self-contained travel trailers which are used in the early response and mobilization of the project. As the local infrastructure improves and the demand on housing (hotels, etc.) decreases, many employees will relocate.)
- The Operations Manager (OM) or his assistant will prepare a list of all TFR employees and their Points of Contact (i.e., cell phone, Nextel direct, e-mail) and deliver copies to Government Officials.
- The Operations Manager (OM) or his assistant will review Subcontract Agreements and supply copies of Current Wage Rates.

- The Operations Manager (OM) will review the database of all experienced subcontractors and determine priority list for contact. He will group known, experienced subcontractors.

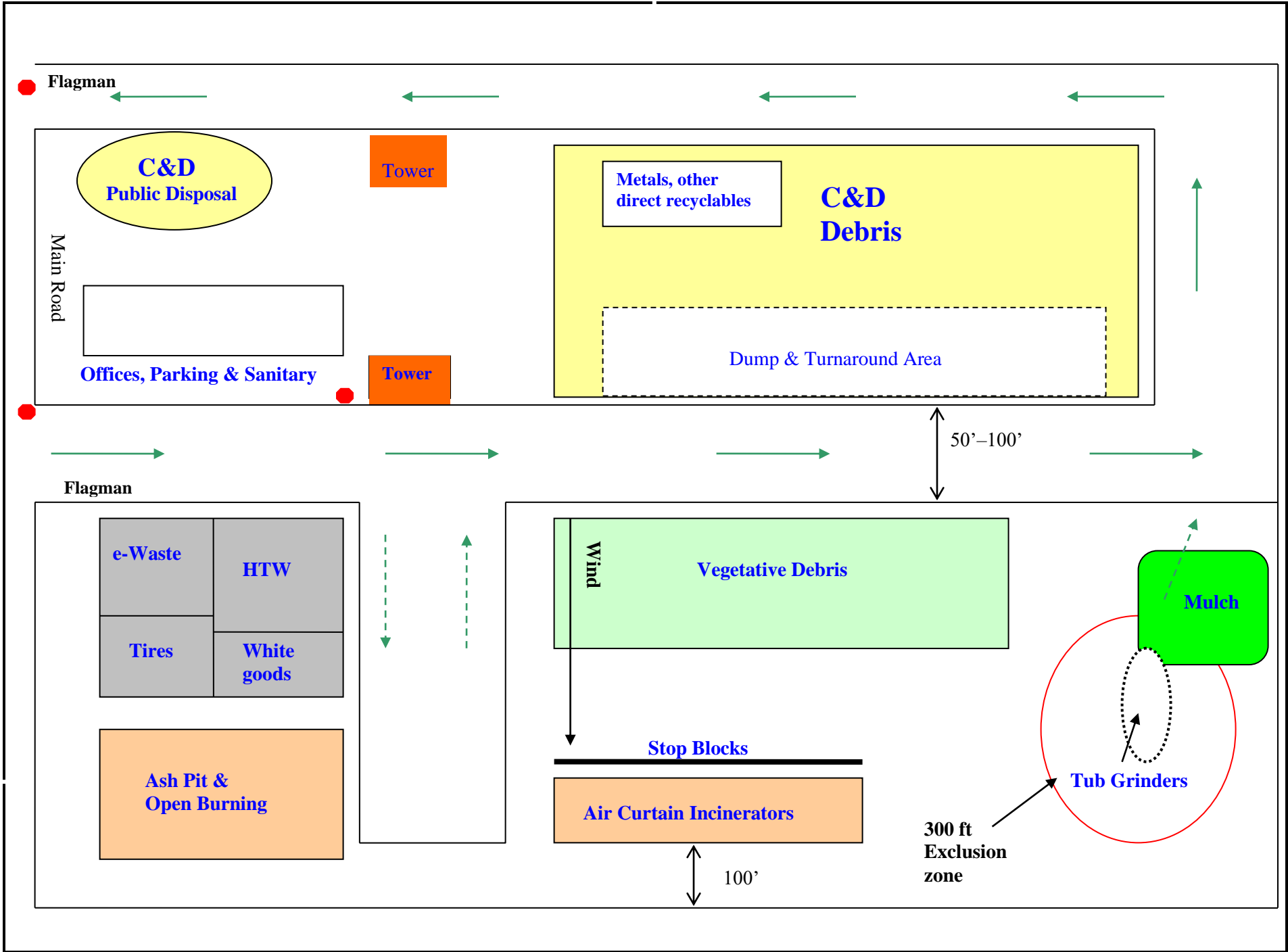
The Equipment Manager shall contact equipment suppliers within 500 miles of disaster area to determine, and inventory for commitment, the type of equipment on hand and the anticipated delivery capability.

Preparation of Temporary Debris Storage and Reduction Site (TDSRS)

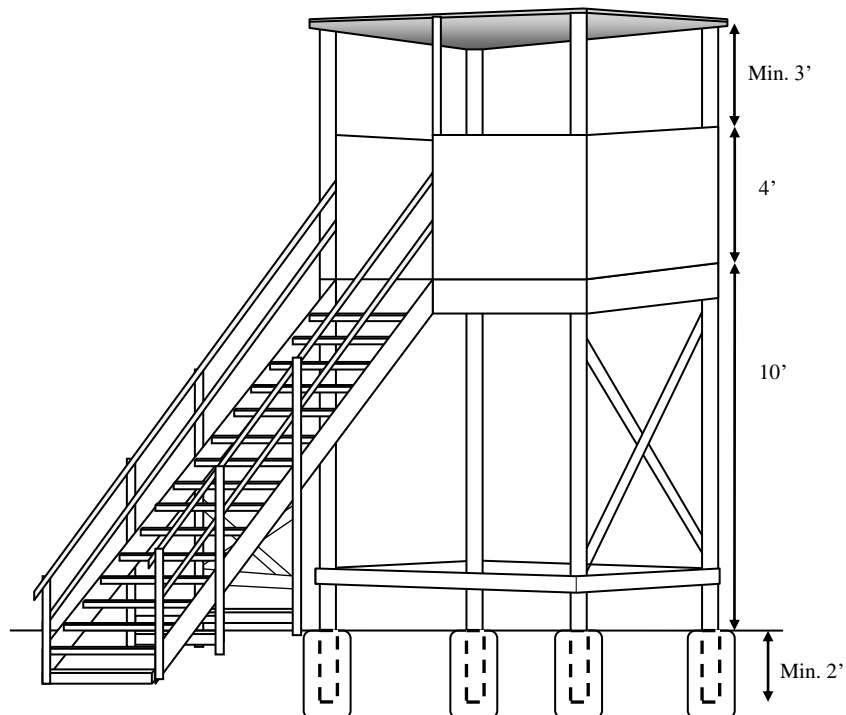
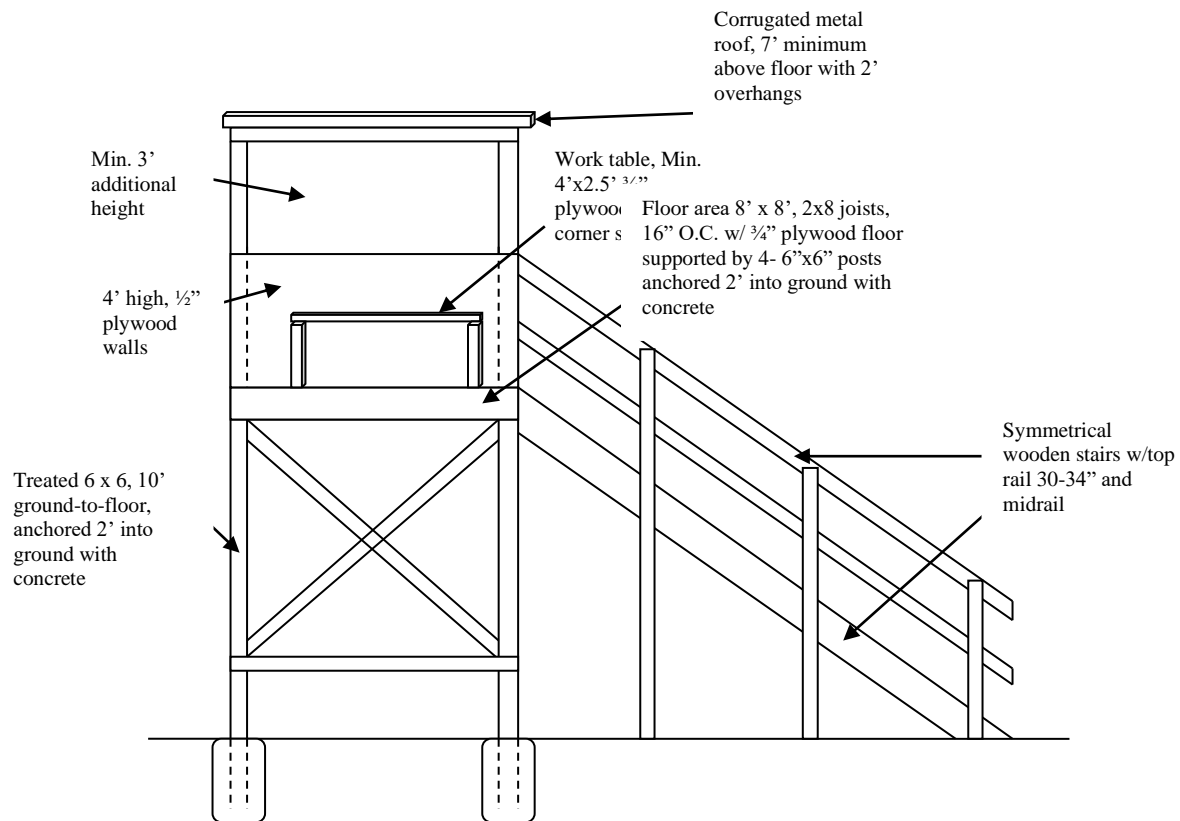
Obtaining and Possessing Necessary Licenses and Permits - The Operations Manager or his designee will investigate the state and local statutory requirements needed to perform the work described in the pre-position planning in the affected areas and determine what permits are necessary to complete the work. Video and/or digital photographs of the site, before occupation, will be made for the record, in addition to any soil, water or other test documents. After acquiring all necessary permits and licenses, the Operations Manager and the Environmental Manager will then prepare copies of all necessary permits for delivery to Government Representatives.

Submittal of Site Plan and Establish Field Offices and Equipment Staging Area - After the approval/assignment by Government Representatives of the TDSR Site, which currently is unidentified, a physical review of the site will be made by the OM, the site manager and representatives. Within 12 hours of the location and inspection of the site, a final site plan will be submitted for approval. The Site Plan shall reflect: (1) access to the site (ingress, egress) (2) Site preparation-clearing, erosion control and grading, (3) traffic control procedures, (4) safety, (5) segregation of debris, (6) location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower, (7) location of vegetative debris dump, (8) location of Mixed Debris and C&D dump, (9) Location of Temporary sanitary facilities, (10) location of reduction operations including incineration operations, chipping operations, (11) location of any existing structures or sensitive areas requiring protection from smoke, dust, noise and with awareness to existing traffic conditions (12) location of dump area for debris hauled from the public or haulers other than TFR with traffic patterns reflected for this area. Tasks will then be assigned to construct and establish required elements of the site, such as the inspection tower, hazardous materials containment area, temporary fencing, etc.

However, for the purpose of this RFP and for the general understanding of the layout offered by TFR, included is a general site plan utilized by TFR on previous projects and that directly addresses the uses outlined above. However, before these site plans can be formally submitted, the necessary soil and water samples will need to be taken, checked and filed with appropriate Government Agencies and maintained, on hand, at the TFR field office. The site plan will be reviewed and accepted by Government Representatives before TDSR site accepts storm-generated debris.



Inspection Tower Construction Diagrams



Hazardous Materials Containment Area – TFR's employees have been involved in the preparation and construction of several TDSR sites to FEMA/USACE specifications. The Company will have had all necessary tools and supplies shipped from its home office in the first deployment of equipment. Once again, this is done as a safeguard measure in the event that supplies, and materials may not be readily available in the area following a disaster event. This Hazardous Materials Containment Area shall be constructed to the specifications set forth in the RFP.

Prior to construction, the site will be graded, and a berm constructed to provide a Hazardous Containment Area that will direct site runoff away from the Hazardous Containment Area. The area shall be 30'x30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic (or tarp for colder climates where plastic may be too brittle) to provide a waterproof barrier. Six inches (6") of sand shall be spread within the area to provide an additional defense against hazardous leakage while also protecting the heavy gauge plastic against rips and tears. Additional plastic or tarp sufficient to cover the area will be available to prevent rain or snow from entering the containment. Lastly, site runoff shall be redirected away and from the containment area through utilization of site grading.

Additional Construction Procedures that may be necessary are:

- The establishment of a lined temporary storage area for ash, fuels and other materials that could contaminate soils and groundwater.
- Construction of temporary fencing around debris material storage areas for segregation and protection from traffic.
- Construct non-combustible stop blocks for equipment located at the burn pit.
- Establishment of an equipment staging area where equipment can be isolated and inspected regularly for fuel and oil leaks. Describe provisions for a lined area for fueling and equipment repair to protect soils from spills of petroleum products, hydraulic fluids, etc.
- Provision for plastic liners under stationary equipment such as generators and mobile light plants.
- Construct Roadways Throughout the Site - Traffic will be designed for one way in and one way out to avoid congestion.
- Erect Stop, Slow, and Direction Signs for safety and traffic flow. Signs will also be provided at the main entrance with site name and directions, i.e., Office/Visitor Check-in, visitor parking, truck inspection tower, etc. There will also be signs designating the HTW area, white goods area, first aid area, mixed debris, etc.
- Establish a gated entrance for security to the perimeter of the site and a guard building to record visitors and authorized personnel visiting the site.
- If necessary, establish a "public" or separate dump area for debris hauled by others with separate traffic pattern and a distinguished and separated (by temporary fencing or other means) perimeter to avoid mixing the debris with the debris hauled by the contractor.

Once the Site Plan is approved, the Company will locate its office command center and, if needed, provide a field office command center for Government Representatives on the TDSR

Site. TFR owns five self-contained command centers constructed on a 45-foot travel trailer. They are inventoried with all needed onsite management, communications, record keeping and safety materials. This includes such items as truck tickets, safety forms, identification signage, cellular phone, radio broadcast systems, desktop computer/fax and copying equipment, hard hats, steel toed boots, flags, safety vests and other miscellaneous items necessary to the immediate operations. These command centers will be equipped with self-supporting generators and temporary sanitary facilities if not, or until, available on site.



Dispatch Equipment and Personnel to Affected Area to Complete Mobilization

- Project managers will review the equipment and personnel requirements and compare with equipment already on hand to determine the additional equipment and personnel to be mobilized. The Project managers will then review the Company-owned equipment available list, selected Subcontractors immediately available list, and equipment suppliers list. The project managers will notify the subcontractors selected for use on this task order.
- Communication will be given to the dispatcher in the home office of the need of any Company-owned equipment so that they may begin the process of permitting and shipping the necessary pieces. If additional equipment is needed, the project managers will communicate with the equipment manager who will contact the equipment suppliers on stand by and order necessary equipment for completion of equipment requirements.
- The project managers will determine the necessary Company employees to assign for the task order. They will then notify the Operations Manager who will deploy the necessary employees to the work site.

Establish Field Office Communications

- Mobile telephones and Company radios will be the main source of communication in the field office until local landline telephones can be installed. All TFR trucks drivers are equipped with smart phones. In addition, all TFR managers, supervisors and foremen are equipped with mobile telephones for outside communication in order to coordinate the mobilization and dispatching of equipment as well as being available to the client.
- All Company administrative personnel, including the Operations Manager, have electronic linkage capability for cellular telephones, satellite communications, Internet access and fax access.
- Records and communications are made using a network of personal desktop and laptop computers.
- As quickly as equipment is available (local services may be out for a time following a disaster) all major field locations are given at least one local number to facilitate communication with other local Government Agencies, local suppliers and members of the public.

- As soon as the field office is established, office personnel will be available during hours of operation.
- Inspection of Equipment before beginning Task Order. All equipment previously dispatched and on hand for debris loading and hauling, will be brought into the staging area for safety inspection, identification, measuring and numbering before being deployed to any work area.
- Each piece of equipment will be inspected, and a written inspection report prepared denoting results of the inspection.
- In addition to the safety inspection checklist for trucks, all vehicles (trucks and trailers) will be inspected for current license, tags, registration, and insurance. The inspection report will denote the truck owner and the truck driver. A copy of the operator's driver's license will be copied and on file.
- A determination of driver qualification will be made (i.e. requirement of Class A License).
- Trucks to be used in hauling debris will be inspected for proper tailgates and proper sideboards or other extensions as well as the previous checklist.
- Before a truck will be assigned a number, the inspection report and driver information will be made available for review by a Government Representative, and they shall physically inspect, approve the tailgate and any sideboards or other extensions, and measure the truck for capacity.

Personnel Safety Orientation

All Company employees will receive a copy of the Company's Health and Safety Manual at time of employment. As part of the Company's Safety and Occupational Health plan and in compliance with the Accident Prevention Plan, a safety meeting will be held before any personnel are assigned to a task order.

- The Company Safety Officer will conduct the meeting in the presence of a Government Representative.
- All personal protective equipment required for the assigned task will be checked before personnel is dispatched to the assigned task.
- A Personal Emergency Contact List and Map of Key Facilities for emergency conditions will be passed out to all Company and Government field personnel.

Following the Equipment Inspections and Safety Orientation, Truck Measurement and Numbering, equipment and personnel will be dispatched to the work areas prescribed as a result of meetings between the Project Managers and Government Representatives.

Daily Coordination with Government Representatives

The following is an outline of the company's daily procedures with regard to keeping an informed dialogue between TFR and Government Representatives.

- Each debris removal project is assigned a Load and Haul Project Manager. Before the beginning of each Project or Task Order, the Load and Haul Project Manager and the Project Operations Manager will meet with the Government's Representative to define

the scope of work, work area, and any Government priority as to areas included in the Task Order.

- After the total area of work to be performed under the Task Order has been defined, a map of the area is prepared dividing the total area into sections. These sections are then given a territorial reference (for example Section 1, Section 2, etc.,).
- Two identical copies of this map of the total area divided into sections are prepared, one for the Contractor and one for the Government. The contractor's copy is kept in the field office headquarters of the contractor.
- Each evening a meeting is held between a Government Representative and the Load and Haul Project Manager to review the areas, which have not been worked.
- The Loading and Hauling Project Manager shall confer with a Government Representative and shall provide a work schedule plan daily reflecting the assigned location of all loading crews daily.
- A daily work schedule assigning crews to specific Sections previously approved by the Government's Representative, is prepared by the Load and Haul Project Manager and distributed to the foremen of each crew.
- Loading and Hauling crews shall not be re-assigned to another location until the Load and Haul Project Manager and the Government Representative have inspected the area worked and they have determined that the work performed has met the Scope of Work requirements in the Task Order.
- Each evening following the work day, the Crew Foremen will meet with the Load and Haul Project Manager and will report on the amount of progress in the Sections assigned them.
- The Load and Haul Project Manager, along with the Government Representative will tour each section daily to confirm progress.

When a section has been completed to the satisfaction of TFR and the Government Representative, the Load and Haul Project Manager will indicate the completed section on the map by color-coding the completed section. This map will provide a visual display of work completed and work remaining daily.

Public Service Announcements

TFR shall aid Government Representatives in developing a comprehensive Public Information Strategy. Oftentimes, residents hold local, state and federal officials responsible for slow progress, however, enacting specific procedures to control the efficient flow of information to residents is vital to the community's recovery process. This includes the establishment of a Disaster/Debris Information Center, centralizing the release of vital information to the public. Operated from TFR's Mobile Command Unit utilizing satellite communications, Government Officials, in conjunction with TFR's Management Team, shall create television and radio advisories in the immediate aftermath of an event to be broadcasted five times daily. Additionally, when print media resumes, TFR shall aid in the development of pertinent newsletters detailing the recovery phases while providing a conservative timeline of events. These will be released online, through local newspapers, and posted at pivotal locations throughout the impacted area. TFR also recommends the establishment of an information hotline with a brief recording outlining the information listed below and additional vital

information, i.e. debris drop-off locations, etc. This allows citizens to obtain up-to-date information immediately and on their own schedule.

Sample Radio Address

_____ has adopted regulations for the removal of disaster-generated debris. We have established an efficient and effective system in coordination with our debris contractor, so you, the citizen, will know what to expect and how to have your disaster-generated debris removed successfully.

Contractors are working seven (7) days a week, twelve (12) hours a day to collect ONLY storm-generated debris.

_____ has divided the City/County into multiple debris collection zones. All zones are being worked simultaneously with the goal of coordinated, safe and efficient recovery. Debris contractors are collecting all the disaster-generated debris moved to the curb from one subdivision/street/block in a zone before moving to the next. Your cooperation and patience are much appreciated during this trying time.

The first pass will be made in your neighborhood beginning _____.

Fellow citizens, as you prepare to place your debris curbside for collection, please adhere to the following guidelines:

1. Do not place debris on top of utilities, for example: cable, phone, electrical or storm drain boxes.
2. Please do not place debris in front of or around your mailbox.
3. Please do not place debris in front of or around your driveway, as emergency vehicles may need to enter the area.
4. Please drive with extreme caution in areas with large debris piles.
5. Please do not block or dump any debris into the storm drains or ditches. This will cause flooding.
6. Please aid contractors by sweeping excess and loose debris from the street in front of your house for collection.
7. Report damages that occur to your personal property to the TFR hotline, (512) 260-3322.
8. Please sort debris according to the following outline.

We are a community, and we shall recover as a community. We appreciate your patience, cooperation and assistance as we undertake this monumental cleanup effort.

PICKING UP THE PIECES

Following these specific guidelines when hauling hurricane-related debris and household garbage to the curb will make for a speedier removal process

CORRECT WAY

Homeowners and businesses are being asked to separate debris into the following categories:

- | | | | | | |
|---|---|--|---|---|---|
| 1 HOUSEHOLD GARBAGE <ul style="list-style-type: none"> ➤ Bagged trash ➤ Discarded food ➤ Packaging, papers ➤ All garbage should be placed curbside the night before the scheduled weekly pickup. | 2 CONSTRUCTION DEBRIS <ul style="list-style-type: none"> ➤ Building materials ➤ Drywall ➤ Lumber ➤ Carpet ➤ Furniture ➤ Mattresses ➤ Plumbing | 3 VEGETATION DEBRIS <ul style="list-style-type: none"> ➤ Tree branches ➤ Leaves ➤ Logs | 4 HOUSEHOLD HAZARDOUS WASTE <ul style="list-style-type: none"> ➤ Oils ➤ Batteries ➤ Pesticides ➤ Paints ➤ Cleaning supplies ➤ Compressed gas | 5 'WHITE' GOODS <ul style="list-style-type: none"> ➤ Refrigerators ➤ Washers, dryers ➤ Freezers ➤ Air conditioners ➤ Stoves ➤ Water heaters ➤ Dishwashers | 6 ELECTRONICS <ul style="list-style-type: none"> ➤ Televisions ➤ Computers ➤ Radios ➤ Stereos ➤ DVD players ➤ Telephones |
|---|---|--|---|---|---|

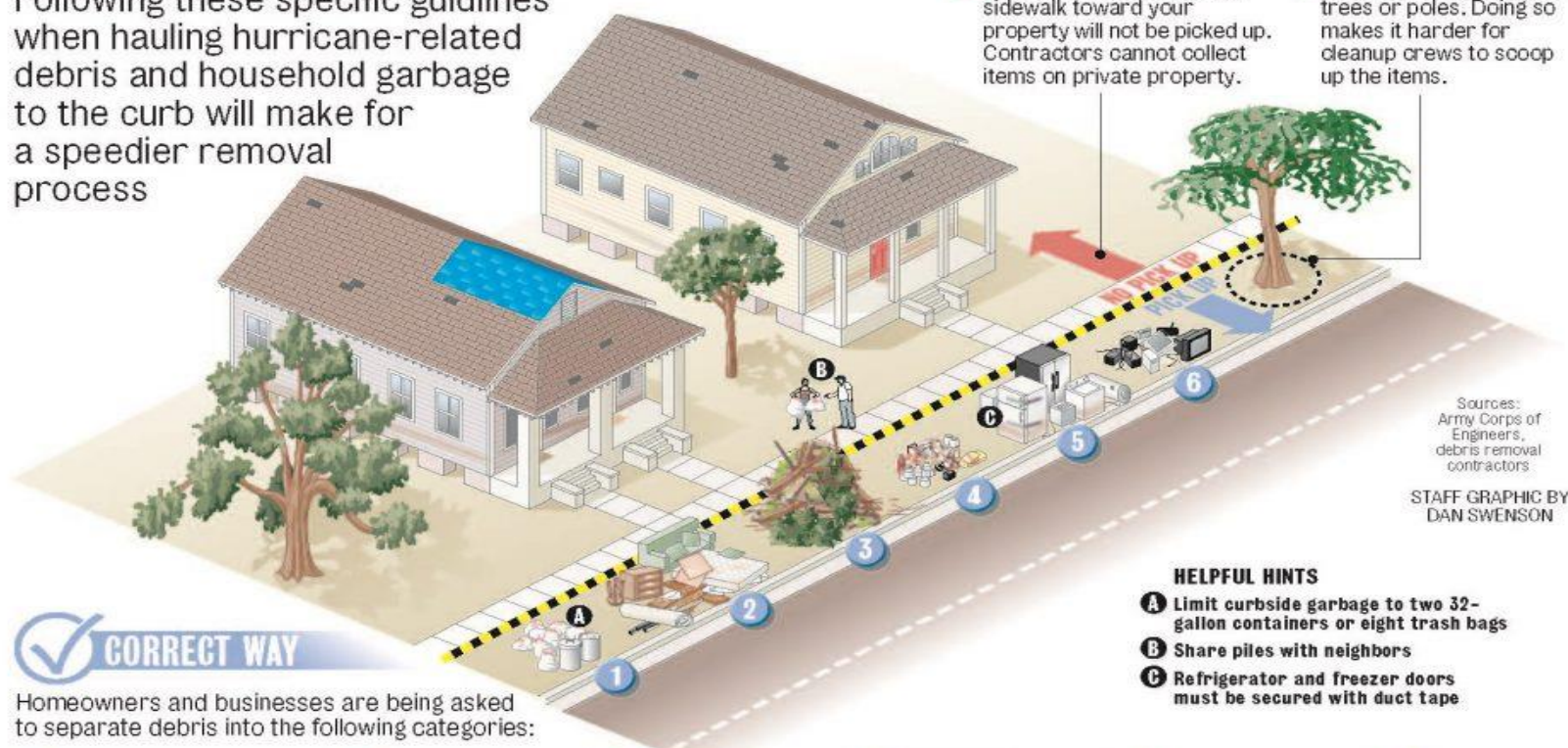
WRONG WAY

CROSSING THE LINE

- Any debris placed from the sidewalk toward your property will not be picked up. Contractors cannot collect items on private property.

PROPPING UP

- Do not set debris against trees or poles. Doing so makes it harder for cleanup crews to scoop up the items.



Sources:
Army Corps of
Engineers,
debris removal
contractors

STAFF GRAPHIC BY
DAN SWENSON

HELPFUL HINTS

- A** Limit curbside garbage to two 32-gallon containers or eight trash bags
- B** Share piles with neighbors
- C** Refrigerator and freezer doors must be secured with duct tape

Debris Collection Operations

During the daily collection, movement, and disposition of debris, the TFR Operations Manager remains in constant contact with all Foremen and Supervisors via 2-way radio/ smart phones to ensure that proper accounting and operational management of debris collection complies with TFR operational procedures. Mid-day conferences, either in person or by radio, ensure that right-of-way, public/private, and local issues are quickly addressed, often immediately. TFR's manager and principals are mindful of other disaster operations taking place in the affected areas during the debris removal process and cautious not to interfere with the efforts of others during the performance of the contract.

The CQC Plan and TFR's Quality Control Manager shall address the Recording and Reporting requirements with all levels of supervisors and crew foremen. Different levels shall have different requirements. A sample form will be provided in and approved with the final CQC Plan, including any additional required modifications. This discussion shall include the general procedures set forth below:

- All loading and hauling crews are under the direction of a TFR supervisor.
- Daily reports are maintained by the crew foreman and all equipment down time for repairs are noted on the daily reports.
- Hours of each piece of equipment and each employee, are recorded and reconciled with a Government Representative daily.
- Daily Reports shall have daily and year-to-date totals for each piece of equipment/personnel tasked.
- Daily Reports shall be signed by the Contractor's Representative and by a Government Representative.

The TFR's Quality Control Officer shall prepare, sign and submit to a Government Representative a Daily Quality Control Report. This report at a minimum shall include originals and one copy of all levels of QC reports received and in addition shall include a summary of safety issues, infrastructure damage, total numbers of trucks loaded, equipment and plant hours worked and idled or down, testing performed and by whom, loads and quantities hauled to TDSRS, quantity of debris reduced, number of subcontractors working, contract non-compliance issues and all corrective actions.

Removal of Debris from Public Right of Way

Upon receipt of a task order and at the direction of Government Representatives, the Operations Manager will direct the Load and Haul Supervisor to dispatch the previously selected loading and hauling equipment to locations designated by the Government's Debris Managers.

One foreman will oversee the loading and hauling operations for each crew. The foreman is responsible for conducting toolbox safety meetings, and a general briefing of operations including truck routes, local ordinances and other pertinent information. The foreman is equipped with fire extinguisher, pick-up truck with mobile radio and cellular telephone, first aid safety kit and list of emergency telephone numbers and map to emergency medical facilities. The foreman is responsible for preparing a daily report of activities.

Prior to Truck Certification and Inspection, all Subcontractors will have met with the sector superintendent or field administrator and provided the necessary paperwork including copies of current certificates of insurance (general, auto, workers comp.) copies of driver's licenses, and the execution of Subcontractor Agreements including:

- Copy of Scope of Work
- Copy of Accident Prevention Plan
- Copy of Safety Sheet
- Copy of Ticket Reporting Procedures
- Location of Emergency Response Facilities and Contact Numbers
- Copy of Equal Opportunity Policy
- Copy of Alcohol and Drug Abuse Policy

A truck Measure/Certification Site will be established at the TDSR site, or another appropriately designated location determined by the City/County, for all trucks to be inspected measured, photographed, and, in case of tonnage contracts, a tare weight. Truck Certification, available upon request, will include the recording (first on a paper Certification Form and by Electronic Form) of the following:

- Date of Measure
- Assigned Truck Number
- Truck Measured Capacity
- Truck Description (including model, type and color)
- License No. and State
- VIN No.
- Truck Owner
- Name of Subcontractor Truck is working for
- Truck Driver
- Truck Driver's License No. and State
- Truck Drivers cell phone or contact number
- Truck Tare Weight
- Notes or exceptions (i.e. descriptions, deductions for dog house, etc.)
- Signature space for;
 - Truck Driver
 - Contractor's Representative
 - Government's Representative
- A photograph of the Measured Truck w/driver will either be, taken by Polaroid Camera and attached to the Certification Sheet; or by Digital and Stored.
- Each Truck Dump Bed will be assigned the required TFR issued side signs on each dump body, all to be weather durable, tamperproof and non-removable:
 - Company Name
 - Truck Number
 - Maximum Volume in Cubic Yards
 - Inspector's Name and Date

These signs will be placed, one each on each side of the dump bed body and be maintained throughout the duration of the project to ensure readability.

Additional Truck dump trailers (pup trailers) will each have a separate truck measure certification including all of the information outlined above along with a notation as to the truck that it is coupled with.

Before equipment is dispatched to the loading sites, it will have already undergone all the necessary safety inspection, measurement and hauling procedures at the staging area as outlined in the section above. All loading and hauling crews will have received a copy of the scope of work, accident prevention plan, safety indoctrination, and assigned a crew foreman. All crews and foremen will be instructed by the Load and Haul Supervisor that they are to work in areas designated by a Government Debris Manager and are not to relocate or move from one area to another without prior approval. No employees, or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.

Hazardous Tree, Limb, and Stump Removal

Hazardous Tree Removal

Unstable and leaning trees along a public ROW or within a naturalized area, such as public parks or golf courses, are eligible for removal. The Sub-Grantee may choose to attempt to save the tree through straightening and bracing, if the cost of repair is less than the removal and disposal. A tree is deemed hazardous and an eligible for removal if:

- The tree is an immediate threat to public health and safety or improved property
- It has a DBH of 6" or greater
- AND one or more of these criteria:
 - 50% or more of the crown is damaged or destroyed
 - A split trunk or broken branches that expose the heart wood
 - Fallen or uprooted within a public use area
 - Leaning at an angle greater than 30 degrees

After a tree has been deemed eligible and scheduled for removal, TFR tree crews will discuss a tree specific removal plan to ensure a safe, proper felling operation, considering:

- Surrounding area for anything that may cause trouble when the tree falls
- The shape of the tree, the lean of the tree and decayed or weak spots
- Wind force and direction
- Location of other people
- Electrical hazards

Once the tree crew has identified a tree specific removal plan, the following procedures shall take place:

1. The employee shall work from the uphill side whenever possible.
2. Prior to felling operations, the work area shall be cleared to permit safe working conditions and an escape route shall be planned.

3. Each worker shall be instructed as to exactly what he/she is to do. All workers not directly involved in the operation shall be kept clear of the work area.
4. Before starting to cut, the operator shall be sure of his/her footing and must clear away brush, fallen trees, and other materials that might interfere with cutting operations.
5. A notch and back cut shall be used in felling trees over 5 inches in diameter measured at breast height (DBH). No tree shall be felled by "slicing" or "ripping" cuts.
6. The depth or penetration of the notch shall be about one-third the diameter of the tree. The opening or height of the notch shall be about 2.5 inches for each 1 ft. of the tree's diameter. The back cut shall be made higher (approximately 2 inches) than the base of the notch to prevent kickback.
7. The resulting notch shall be flush cut to the ground.

Hazardous Limb Removal

Hazardous limb removal work shall consist of the removal and disposal of storm-damaged limbs that are:

- Imminent and impending peril to the general public
- Greater than 2" in diameter at the point of breakage
- Broken and still attached to the tree

The resulting debris will be collected from the grounds and hauled in accordance with normal debris collection standards.

Hazardous Stump Removal

The removal of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires unique documentation and costing to realize full reimbursement, and meet the following criteria:

- 50% or more of the root-ball exposed
- Greater than 24" in diameter, as measured 24" above the ground
- Located on public property or a public ROW
- Immediate threat to public health and safety

Once the diameter is established, pictures are taken, GPS coordinates establishing the location and the specific threat documented, the stump will be physically removed by the best means available. The resulting hole from the stump removal will be backfilled and amount of material needed will be recorded.

Reduction of Debris

Reduction of debris is normally applied to the vegetative debris such as brush and trees debris, which is also referred to as "burnable debris". However, the reduction process can also be applied to some items that are considered non-burnable or construction and demolition debris. This would include such items as household furniture, construction materials such as roofing, treated timber. This process is applied for the purpose of reducing the volume of the material that is being landfilled. The economic evaluation of weighing the reduction cost against the unreduced landfill cost will be a factor in determining the feasibility of this approach. The most

common methods of reduction are burning, chipping and grinding, and recycling. Recycling is covered in the various sections as appropriate.

Incineration

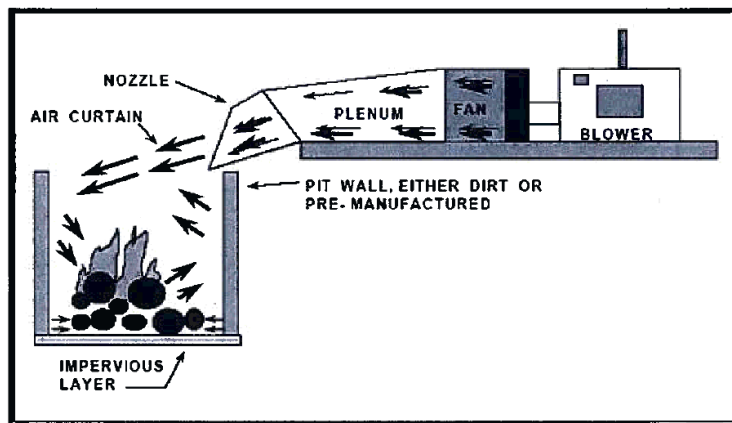
There are two general classifications of the burning method, open burn and air curtain incineration.

Open Burning: Open burning, although very cost effective, may not be suitable for urban areas. The feasibility of this method is very dependent on location and the cleanliness of the debris. Many areas and locations will not permit open burn particularly in urban environments where heavy smoke can create health and property damage concerns. However, in rural locations, if the debris is clean, there is very little environmental impact and the resulting ash can remain on the site or be used as a soil additive. Bulldozers and loaders are the primary equipment required to operate an open burn process.

Air Curtain Incineration: Air curtain incineration is also a very cost-effective method of reducing clean, vegetative debris but with less environmental impact than the open burning method. Air curtain incineration incorporates the use of a "burn pit" aided by a forced air blower. The pit can be constructed below or above grade (depending on water table) and includes a mechanical blower to create constant optimal burn rates and an "air curtain" effect. The air curtain incineration system is a combination of the blower and pit, engineered as a unit to achieve the effect of holding the smoke while feeding air to the fire pit. Since differing site locations contain differing conditions, such as soil composition, water table levels, etc. there are no air curtain incineration systems standards in the industry. In the construction and operation of an efficient air curtain incineration system, special consideration must be given to the following factors:

1. A set back of at least 100 feet between debris piles and the burn area with a minimum setback from buildings and structure of at least 1,000 feet.
2. Construction of non-combustible "warning" stop blocks (at least 1 foot in height) for equipment located at the burn pit
3. Use limestone (or equal material) for the construction of the "pit" with reinforced earth anchors, or wire mesh to support the loader ramps.
4. Use clay or limestone to create an impervious layer on the bottom of the pit to prevent leaching of the ash from the aquifer. This layer shall be at least 1 foot deep and will be regularly inspected and maintained at that depth in the event scraper activity removes part of the layer during operations.
5. Seal the pit ends at least four feet high.
6. Pit construction (in accordance with this solicitation) shall be 8-9 feet wide, and 14 feet deep.
7. A 12" dirt seal will be placed on the lip of the burn pit area to seal the lower nozzle.
8. The blower will be configured to direct the airflow so as to strike the wall of the pit 2 feet below the edge. Operators will be instructed that the debris should not break the path of the air flow except during dumping.

9. Equipment used will be tested and adjusted to assure that a minimum nozzle velocity of 8,800 ft/min (100 mph) and a volume of 900 cf/min/linear feet is produced during burn operations.
10. The length of the pit shall be no longer than the length of the blower nozzle.
11. The operators shall be instructed to load the pit uniformly along its length.
12. Operators will also be instructed to extinguish the fire at least 2 hours before removing the ash.
13. Water trucks will be used to dampen ash residue as well as areas surrounding the burn site.



Source: FEMA 325, Figure 9.3 Below-Grade Air Curtain Operation

Chipping/Grinding

Reduction of debris by chipping and/or grinding is an opportunity to recycle the vegetative debris back to an economically beneficial use. However, the overall economic impact of chipping/grinding compared to burning will have to be reviewed before a determination can be made. Grinding/Chipping is the reduction of woody, vegetative debris by cutting and pounding the debris to reduce the woody materials into small pieces or “chips” This method normally produces a reduction of between 3 to 1 and 5 to 1, whereas burning reduces the debris by approximately 95%. However, wood chips have the possibility to be recycled and used as mulch, fuel, ground cover and animal bedding to name a few. The availability to recycle the chips would be a significant factor in determining the economic value of chipping/grinding. In the construction and operation of a chipping/grinding reduction operation, special consideration is given to the following factors:

1. Grinding machines must have a clearance of 300 feet. Warning signs must be stationed around the perimeter of the grinding equipment, warning of possible flying objects from the grinders.
2. The grinding machines must have screens, which produce chips not exceeding 4 inches in length and ½ inch in diameter.
3. Liners shall be placed underneath grinders, and other stationary equipment, as a preventative measure against possible leaks or spills exposing the soil and groundwater to contaminants.
4. Debris must be sorted and clean of other contaminants such as metals.

5. Operators must wear hard hats even in closed cab machines while operating.
6. Root Rake loaders are used to avoid contaminating the debris entering the grinder with dirt or sand.
7. Ground debris or mulch shall be stored onside in piles no higher than 15 feet. Such piles shall not remain on site for longer than seven (7) days and haul out procedures shall ensure. Ground debris or mulch is monitored daily for heat and internal combustion.

Reduction Site Management

Segregation of Debris

Before material is brought into the TDSR site, all preparations outlined above will be substantially completed. The TDSR Site will have staging areas for each category of debris brought into the site. All debris will pass by the inspection tower after entering the site and all loads will be inspected.

Although every effort will be made to segregate debris on the right-of-way before loading, debris materials still become mixed and some loads are so co-mingled that they are classified as mixed debris loads. These loads will be directed to the area defined on the site plan as the "mixed debris" pile. This material will be sorted and separated by machines with grapples and "thumbs" and by hand labor and placed into the C&D, Vegetative, HHW, White Goods, and Metals Piles.

C&D Debris is non-burnable, non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include mattresses, clothing, household garbage, concrete, asphalt, metals, plastics, manufactured furniture, building components, etc. Parts of this material, if well separated, can be reduced by grinding before landfill, so as to reduce the cost of hauling and tipping fees (if charged by volume). Other parts, such as metal can be recycled if well separated and cleaned.

Vegetative Debris is burnable debris and can be reduced by either incineration or by chipping/grinding. If reduced by incineration, the estimated reduction rate is 95% and leaves the ash residue to be hauled off and disposed. If reduced by chipping/grinding, the reduction rate is estimated at only 60%-75%, however, the by-product, mulch, can be recycled. The vegetative debris may become mixed with earth materials such as dirt, gravel, rock, or sand during the disaster. Root rakes are employed to shake and separate the brush and vegetative debris before it is reduced. Sometimes shaker screens or trommels are necessary to separate the earthen debris before reducing.

Household Hazardous Waste (HHW) is debris such as household chemicals, pesticides, unidentified liquids, paint, batteries, etc. As mentioned earlier, the primary goal is to separate this material on the curbside and pick it up separately by a designated HHW crew. These items are then delivered to the collection points designated by the Government Debris Manager. However, in the event that HHW inadvertently becomes co-mingled with other debris and enters the site, it is separated from the other debris and placed into a Hazardous Containment area on the site for further disposal by those licensed to handle and dispose of this type of debris.

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items should be separated at curbside and delivered to the collection points designated by the Government Debris Manager. If they are brought to the site for temporary storage, they will be contained in a separate staging area so that they may be inspected and properly cleaned of all chemicals or fluids.

Metals will be separated at the curbside and delivered to a separate staging area at the Temporary Debris Staging and Dump Site unless directed otherwise by the Government Debris Manager. These items may be recycled.

During the operation of a TDSR Site, special attention is afforded to the following areas:

Site Safety: The Operations Manager and the Site Project Manager will conduct a Pre-Operations Site Safety meeting prior to the beginning of operations of the debris reduction site. Items to be included in the Safety meeting will be:

- a. An overall review of the Site Plan and directions as to the location of all temporary structures, the planned traffic flow, location of first aid stations, eye wash stations, fire extinguishers and location of sign with postings of emergency numbers.
- b. The first Weekly Safety Meeting will be held and all information as outlined in the Company Safety and Occupational Health Plan will be covered.
- c. The Activity Hazard Analysis for each operations activity will be reviewed and discussed.
- d. A communication path between the site management and site personnel will be established in the event of an emergency so that an orderly and efficient means is established to mitigate the event.

Dust Control: TFR provides water trucks, which do routine trips throughout the site during the operations, keeping dry roads dampened for the purpose of minimizing the dust count. Water trucks are also used to dampen ash residue when removed from burn pit to ash pit. Attention is given to normal wind direction when layout of the site is prepared.

Hazardous Materials Containment Area: The Site Manager will regularly inspect the Hazardous Materials Containment area for any cuts, tears or leaks in the protective membrane that lines the containment area. The Manager will also inspect the berm surrounding the area to assure proper site runoff is still intact.

Roadways: Traffic will be designed as to allow the flow of incoming and outgoing debris trucks so as to avoid congestion. Safety, and directional signs will be posted throughout the site along with flagmen to assist and control traffic flow as well as for safety reasons. Road surfaces will be rock-laid for easier maintenance and to protect from erosion. Private, non-operation-related traffic will be prohibited from the site.

Communication: Operators and flagmen are equipped with two-way radios on the same frequency as the office base radio unit so that communications will be readily accessible throughout the site.

Disposal

Disposal sites for the debris will be determined before operations begin. This submittal encompasses the possibility that a permanent or final debris resting-place may not be immediately available in the beginning of operations, and we have therefore included the general operations of a Temporary Debris Storage and Reduction (TDSR) site in this proposal.

Disposal of debris is the operation of placing debris in its final resting place such as a licensed, permitted permanent landfill or as expressed above, at a TDSR site. This operation includes the use of hauling equipment. In the Hauling and Dumping operations, special consideration is given to the following:

1. All loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the Crew Foreman, and all equipment down time for repairs are noted on the daily reports. Hours of each piece of equipment and each employee, are recorded and reconciled with a Government Representative, daily.
2. Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
3. All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
4. The safety orientation meeting is held by the Load and Haul Project Manager before operations begin.
5. Equipment is inspected and a record of the inspection is retained on file in the field office before operations begin.
6. Operators/drivers are versed on the dump site procedures before leaving the loading site.
7. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
8. All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to dump his/her debris.
9. Each truck operator will be directed as to where to dump each load at the dump site location by the designated dumpsite operator.
10. Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.
11. Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

Haul Out Procedures

Hauling out of debris is the operation of hauling reduced debris from a TDSR site to a final resting place at a designated destination to be used in any number of capacities such as ground cover, bio-fuel and fertilizer. This operation includes the use of hauling equipment. In the hauling out operations, special consideration is given to the following:

1. All hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the TDSR foreman, and all equipment down time for repairs are noted on the daily reports. Hours of each piece of equipment and each employee, are recorded and reconciled with a Government Representative, daily.
2. Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
3. All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
4. The safety orientation meeting is held by the Load and Haul Project Manager before operations begin.
5. Equipment is inspected and a record of the inspection is retained on file in the field office before operations begin.
6. Operators/drivers are versed on the dump site procedures before beginning loading activities and hauling reduced debris out of the TDSR site.
7. Trucks are loaded by rubber-tired backhoes, or excavator, utilizing a mulch ramp constructed approximately twelve (12) feet high, eight (8) feet wide and at a grade, not to exceed, thirty-five (35) degrees. This shall be determined at the site depending on topography and availability. No individuals will be allowed on the structure unless otherwise instructed to do so by the TDSRS Manager and/or assessing the overall safety of the structure.
8. Each truck operator shall inspect his/her truck before proceeding to the inspection tower to ensure the load is filled and any and all items are secured and covered by a tarp or other covering preventing chips from being blown from the bed.
9. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
10. All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to leave the dump to its final destination.
11. Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

White Goods

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as Freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items will be separated at curbside and will be delivered to the TDSRS collection point. At the TDSRS we will contain Dirty White Goods separate from White Goods and they will be inspected and properly cleaned of all chemicals or fluids or removed by professionals certified and licensed to dispose of them. TFR shall submit a Dirty White Goods Operations, Cleaning and Disposal Plan prior to beginning site operations.

Upon award of a contract, a Hazmat removal team will be assigned to oversee the curbside removal and HHW removal at the TDSR site and, if given a contract for ROE, precede the demolition team. The Hazmat team will remove all HHW and White Goods to the curbside, separated, before haul off, or demolition begins. This team will document on a daily reporting form, the type and quantity of HHW and White goods at the pick-up location.

- Refrigerants with putrescible wastes will be sealed by taping closed so as not to have accidental openings and spillage while in transit to disposal site.
- The separated HHW and White Goods will be transported by separate container from the demolition site to the TDSRS.
- Any HHW that may inadvertently become mixed with truckloads shall be separated at the TDSR site and stored in the HHW area for removal by the HHW crew.
- Automobiles will be removed to a separate temporary storage area where they will be held for recycling.
- Loose tires located at curbside will be kept separate and removed by the HHW crew.
- Extra caution will be applied to the handling of dirty white goods that still contain putrescible wastes, such as sealed freezers, refrigerators, coolers and iceboxes. Putrescible waste is solid waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odors and to can attract or providing food for birds or animals. Improper handling of putrescible waste could lead to odor issues that make siting and operating a TDSRS difficult. There are also numerous potential employee health and safety issues related to the removal and disposal of putrescible wastes.
- White goods may also have refrigerants (Freon and Freon replacements), and often plastics and motors and sometimes other electronic components that need to be removed before recycling. Refrigerant removal must be done by trained and qualified personnel and can potentially lead to spills of regulated chemicals. Only certified, experienced and trained personnel will be used for these critical tasks to minimize risk and maximize efficiency.
- All waste removal, cleaning and handling will be managed to minimize potential exposure of workers and others to waste and minimize generation of odors.
- Procedures such as proper sealing of refrigerants and containers will be in place to control vector exposure, attraction of wildlife and minimize volume expansion through addition of water to the waste stream.

Vehicles and Vessels

Abandoned Vehicles and Vessels will be removed and taken to a temporary staging/storage area. It is anticipated that the State Government's Department of Transportation or Department of Motor Vehicles will be the project manager for title of ownership issues related to any vehicle recovery and recycling project associated with the disaster response. Vehicles and vessels brought to the staging areas will be inventoried by license plate, make, model, color and vehicle identification number. They shall be staged, and site tagged for easy retrieval.

- For a vehicle or a vessel to be deemed eligible it must:
- Present a hazard or immediate threat that blocks ingress/egress in a public-use area
- Ownership is undetermined
- The applicant followed all local ordinances and State laws by securing ownership
- The applicant verified chain of custody, transport, and disposal of the vehicle or vessel

Disaster Debris Recycling

TFR is a green industry company. The principals of TFR are proponents of recycling whenever possible and many members of management are LEED Certified. As such, TFR utilizes tub grinders, slow speed shredder, trommels, loaders, and excavators which are used to sort, separate, and reduce vegetative debris to reusable mulch, dirt, metals, and other construction products. Following each disaster event, TFR will make every effort to locate a reusable purpose for this material such as bedding material for plants, ground cover for parks, animal bedding, and reusable energy sources as boiler fuel for co-generation plants or production mills. In addition to the vegetative recycling, every effort is made to keep the metals segregated and clean so that the Ferris and non-Ferris metals can be recycled. In cases of large quantities of mixed debris, a system of separation using a trommel, air curtain burner, picking line conveyor and tub grinder, can be used which will allow the paper and plastic to be separated, and the clean dirt, rock & concrete, Ferris metals, non-Ferris metals and clean vegetative debris sorted and piled for recycling.

Sources will be sought for the following recyclable material:

- Asphalt
- C&D
- Concrete/Aggregate
- Dirt
- E-Waste
- Metals
- Roofing Materials
- White Goods
- Mulch
- Tires



TFR has vast experience employing recycling activities and maintains established relationships with recycling firms to accept various types of debris. While completing debris reduction of 2,000,000 CYD for the City of Tulsa, TFR loaded the chips on railcars and shipped the excess reduced debris to a Company-owned mulching facility in Leander, Texas. Alternative methods of disposal exist and are well documented by TFR. During Hurricane Ike, storm-generated debris from Polk County was hauled and burned at a local paper mill in Orange County, Texas. This strict commitment to recycling of storm-generated debris has benefited both client and TFR.

Project Closeout

TDSR Site Remediation and Restoration

In the event of a natural disaster, a Temporary Debris Storage and Reduction Site (TDSRS), usually selected by the government, may be used to process debris before its final disposal. Substantial site preparation may be required such as proper access points of entry, security devices, control gate, fenced storage compounds, adequate internal haul roads, proper erosion and sediment control fencing, and stormwater retention features, to name a few. If a TDSRS is required, then TFR will, upon entering each site for the first time, photo-document the existing site conditions using both a video camera and still photographs.

At the cessation of TDSRS operations, all sites will be restored to the satisfaction of Government Representatives/Owner with the intent of maintaining the utility of each site, leaving it unencumbered for future use and to safeguard the environment. Soil and water samples will be taken and compared to pre-work samples to ensure that TFR operations have not negatively affected the environment. Other factors that are considered during the remediation process are:

- All pre-existing grades including roads, ditches, etc. will be restored to the satisfaction of the customer prior to final closure of each site.
- Areas where soils were excavated (e.g., ditches and retention ponds) or stockpiled (e.g., berms) will also be restored to pre-existing grade prior to vacating each site.
- Pre-construction drainage patterns will also be restored, as well as all improvements (e.g., trailers, wells, fencing, construction entrances and built up aggregate haul roads) will be removed from each TDSRS unless otherwise instructed by the Government's Representative.

Upon completion of the above remediation tasks, TFR will photo-document site conditions using both video camera and still photographs. As done with the water and soil samples, the post-work photos will be compared to pre-work photos to ensure that the site was remediated to original condition.

Subcontracting Plan

TFR is uniquely positioned within the debris removal industry as one of the premier companies maintaining an extensive fleet of machinery utilized in debris removal, reduction and management efforts to fully operate independently. To accommodate your debris project needs, TFR provides access to 150+ pieces of equipment including, but not limited to, thirty (30) self-loaders with trailers, eight (8) Diamond Z Tub Grinders, two (2) horizontal grinders, heavy haulers, excavators and five (5) mobile command units maintaining electronic access to manage entire projects. This extensive list would be insufficient without the pairing of our in-house maintenance crew. These individuals ensure that key equipment necessary for fluid, efficient operations shall never hamper the ongoing project and impact TFR's project timeline. TFR's maintenance crew augments the daily responsibilities of our employees and subcontractors for fulfilling any and all duties to the City/County by securing the vitality of our equipment.

With the large fleet of equipment and the necessary logistical support, TFR is fully capable of quickly and efficiently responding independently with a substantial workforce of equipment and personnel to an effected community almost immediately. However, this independence does not secure the necessary goals strictly outlined and routinely reinforced by upper management in response to our service-minded attitudes. TFR firmly believes that our business cannot be sustained and grow without the strong, positive working relationship with our clients, suppliers and our countless subcontractors. This service-minded attitude drives the business and fortifies the strong relationships TFR maintains with our subcontractors. Therefore, such relationships maintained with small business, minority-owned, and numerous other companies allow TFR to fulfill the requirements that may be mandated by Government Representatives and other Government Agencies.

At TFR, we firmly believe that local contractors provide the most cost-effective measure to complete the contract requirements while aiding the local economy after the impact of a disaster. TFR plans to utilize local subcontractors to the extent at which they are available and properly licensed. TFR shall exhaust any and all avenues to obtain qualified local subcontractors to meet the needs of the community while infusing the local economy with needed revenue. As such, TFR is committed to identifying the local subcontractors qualified and prepared to support the community on the path to recovery. TFR plans to solicit and establish local subcontractors through the following plan:

TFR Enterprises' principals and managers have always exercised a policy of recruiting subcontractors in the affected work local. This practice is considered good business because of the advantages received by contracting with local companies residing in the affected area. There are a number of factors that contribute to the overall effectiveness of local subcontractors: (1) familiarity with the areas to be worked, (2) knowledge of the most efficient traffic patterns, (3) information on local suppliers for parts, equipment repairs, etc., (4) reduction in end project costs as local subcontractors do not require housing and travel cost, per diem, etc. These factors reduce the cost of the project while allowing the City/County to retain large portions of the money in the hands of its constituency. With these reasons in mind, TFR is committed to fulfilling the requirements by implementing the Local Subcontracting Plan listed below:

1. Establish a local telephone line so that it may be contacted easier than calling to long-distance cell phone numbers.
2. The Company will post signs and telephone numbers at the entrance to its work site and at its field office.
3. Subcontracting opportunities are advertised by local newspaper/online.
4. During the search for subcontractors following an award, the company's Chief Operating Officer will contact the Small Business Administration office in the work area and access the Procurement Marketing and Access Network, National Minority Purchasing Council Vendor Information Service and the Research and Information Division of the Minority Business Development Agency in the Department of Commerce.
5. The local Veteran's Administration is contacted upon the company's assignment of a task order, and alerted as to the type of products and service the contract requires, and the company's local telephone number and address is registered with them, not only for subcontracting, but for short-term employment opportunities
6. State and local trade agencies will be contacted, such as the Association of General Contractors (AGC) for example. They oftentimes maintain databases sorted by business classification and status and can provide a resource of small businesses in the area.
7. The Chamber of Commerce in the affected area will be contacted and asked to provide a listing of any (a) trade associations, (b) business development organizations and (c) HUBZone concerns.

Contacts arising from these inquiries are followed up with calls to local subcontractors requesting detailed information leading to their qualification for work. With such action, TFR shall exhaust all avenues to identify, qualify and employ any local subcontractor. Under circumstances in which local subcontractors are unavailable, outside sources may be contacted to achieve the desired mobilization goals.

Subcontractor Management

TFR manages subcontracts through a five-step process:

1. Selection of most appropriate subcontractors. This is done through balancing geography and capability. Local subcontractors are almost always more cost effective as they go home at night to sleep and eat. They also have local resources for materials, supplies and equipment repairs, and thus, are preferred.
2. The issuing of the formal subcontract establishes contract compliance requirements, formalizes expectations, and provides an established, impartial mechanism for quick resolution of disputes as they arise.
3. Production is tracked and expectations are communicated daily.
4. Daily active Quality Control results in immediate identification and correction of problems.
5. QC and other reporting get rolled up regularly into Contract compliance and reporting, such as small business subcontracting plans.

TFR's Subcontractor Management Plan and approach is focused on three main performance evaluation criteria:

- Production
- Safety, explained in Safety Section
- Quality Control

Production:

Ready means that the subcontractors have completed appropriate administrative actions, have their equipment and personnel on site and in condition to work, and they know the tasks they are expected to perform. Prior to NTP, the subcontractors identified, selected and are notified by the Operations Manager. Priorities are based upon review of the database of all experienced subcontractors. The priority list for subcontracts is grouped into our known, experienced subcontractors, and augmented by the capabilities of the local subcontractors.

Upon receiving notice to proceed from the contracting agency or at the discretion of the Operations Manager, we will notify subcontractors on stand-by to execute mobilization plans and their personnel and provide us with a firm arrival ready-to-work time. Additionally, TFR personnel will also review the equipment and personnel requirements and compare with equipment already on hand to determine the additional equipment and personnel to be mobilized. This will first come from the Company-owned available list, then Level 1 Subcontractors immediately available list, comprised of our known, experienced subcontractors and local contractors, and equipment suppliers list.

No employees or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.

Working effectively means good communications of expectations and regular optimization. There will be daily formal and informal communications between the Project Managers and the subcontractor's superintendents. At the start of each day, the geographic area assigned will be reviewed and verified, along with any known hindrances to free flowing operations. Also covered will be production expectations, other difficulties expected, and the performance of previous period (usually the previous day). In addition to this start up communication, the subcontractors will have the chance to review and comment on the previous QC report, noting key items like production reported, equipment and personnel readiness and actions and variances.

Each day (or other period depending on project requirements) subcontractors will get the chance to communicate and "buy-in" to the immediate operations plan.

Subcontractor Safety:

Subcontractor safety is addressed in the Corporate Safety Program Section of this proposal.

Subcontractor Quality Control Program:

The purpose of this Quality Control Program is for TFR to establish a quality control system to perform sufficient inspection and tests of all items of work, including that of our subcontractors, to ensure conformance to applicable specifications and drawings with respect to the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification.

During work on this contract the quality control personnel will perform the required inspections on the subcontractor's work. The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractors to ensure that the work is being performed according to the Scope of Work and TFR's Quality Control Program. Additionally, the TFR Quality Control Officer shall prepare, sign and submit to Government Representatives a Daily Quality Control Report. This will include identification of Subcontractor QC actions. Subcontractor actions subject to QC verification and reporting, include, at a minimum:

- Summary of safety issues
- Infrastructure damage
- Total numbers of trucks loaded
- Equipment and plant hours worked and idled or down
- Testing performed and by whom
- Loads and quantities hauled to TDSRS
- Quantity of debris reduced (if applicable)
- Number of subcontractor personnel working
- Contract non-compliance issues
- All corrective actions

In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record. Additional quality control measures will be discussed later in the Quality Control Section.

Multiple Delivery Orders in Multiple Locations

In general, the company management approach applied to multiple projects being performed simultaneously is:

- Each Task Order has its own Task Order Superintendent assigned.
- Task Order Superintendents have the authority to commit the company.
- All Task Order Superintendents report to the Operations Manager
- Depending on scope of work and size of contract:
 - A Project manager will be assigned to each phase of the debris removal/management operations, (i.e., Load & Haul Manager, TDSRS Manager).
 - Each Project manager will report daily to the Task Order Superintendent
 - Each crew will be under the direction of a Crew Foreman who will report to the Project manager
 - Crew foremen will be responsible for maintaining daily reports and overseeing the crew operations
- Each Project manager will:
 - Provide daily work assignments to each crew foreman
 - Perform daily reviews with the Task Order Superintendent of work performed, time schedules, performance targets and work assignments for the following day.

Managing Multiple Subcontractors on Multiple Task Orders

If awarded multiple task orders in different geographical areas, TFR will assign a separate Project Manager for each region to oversee TFR operations and subcontractors. Subcontracting agreements will be often executed in the field and copies of all agreements along with necessary, tax, insurance and license information will be available for review and approval by Government Representatives. As in all projects, it remains absolute condition precedence; all subcontractors will be under the direction of a TFR Supervisor.

Each superintendent will establish a field office located within the area of the assigned Task Order. The Superintendent for each task order will have the authority to hire subcontractors and additional field personnel when necessary. All field office personnel will have electronic linkage with the capability of communicating and sending information and daily records to the home office. Daily ticket recording and recordkeeping will be conducted and maintained in the field. Should the quantity of work warrant enhanced capabilities for the region and at the discretion of the Superintendent, TFR shall dispatch additional mobile command units where necessary. Reconciled information for subcontractors will be sent to the home office weekly and billings and subcontractor payments as well as local employees, vendors and suppliers will be recorded posted, and checks written on National Banks from the home office. Checks for

payments will be processed weekly and sent to the field office by either courier or public carrier (such as Federal Express or UPS) for disbursement.

Task Order Superintendents will appoint Load & Haul Crew Managers, Hazardous Tree Trimming and Removal Managers, TDSR Site Managers and Demolition and ROE Managers (as needed per task order).

Each Task Order Superintendent shall have the authority to commit the Corporation, and resources of TFR including signing contracts and modifications. They shall also have the authority to provide administrative and financial resources, equipment and personnel in support of the project. Their authority will include supporting and investing authority and oversight to Project Managers and Supervisors, Safety Officer, Quality Control Officer, Environmental Officer, and Health and Safety Officer.

The Task Order Superintendent is responsible for day-to-day operations, including waste stream documentation, daily reporting/progress and planning requirements, communications with Government Representatives, enforcement of Scope of Work, and oversight of Load and Haul and TDSRS Managers. They report to the Operations Manager and the on-site Government Representative and act as liaison between the two.

Subcontracting agreements will be often executed in the field and copies of all agreements along with necessary, tax, insurance and license information will be available for review and approval by Government Representatives. As in all projects as it remains absolute condition precedence, all subcontractors will be under the direction of a TFR Supervisor.

Corporate Safety Program

The safety and health of our employees continues to be the first consideration in the operation of our business. TFR Enterprises, Inc., and its' principals are committed to maintaining a safe and healthy work place for each employee by providing guidelines for safe practices and accident prevention. Safety is considered a condition of employment and is the responsibility of all associated with TFR Enterprises, Inc. whether in the capacity of employee or subcontractor. As a condition of employment, each employee is expected to use safe work practices and identify all unsafe conditions immediately. All employees are required to report any violations, unsafe conditions or known safety hazards to their immediate supervisors at once.

All subcontract agreements are subject to the Company's Safety and Occupational Health Policy as a condition of the contract agreement. To ensure compliance, the Safety Officer is empowered with the authority to take such actions necessary to protect life, health, and safety and to protect the environment, as they deem necessary. This authority shall be irrevocable and shall include, but is not limited to, the power to unilaterally alter, suspend and/or halt any operation or portion thereof that endangers or potentially endangers life, health and safety or threatens the protection of the environment. The Safety Officer will report to the Operations Manager and to the Chief Executive Officer of the corporation.

A copy of the Company's Safety and occupational Health Policy and its related Accident Prevention Plan was not included with this proposal because of its length but can be supplied upon request.

Safety for Subcontractors and Suppliers

Safety is considered a condition of employment and is the responsibility of all associated with TFR, whether in the capacity of employee or subcontractor. All subcontract agreements are subject to this Safety and Occupational Health Policy as a condition of the contract agreement.

The following procedures will be administered to assure that all subcontractor activities are fully integrated into the project safety plan and job hazards analysis. When subcontractors first report to the job site and prior to beginning work, the project manager shall review with the subcontractor safety representative the contractual obligation to safety and the project safety rules that subcontractor employees are required to follow.

1. Review the Corporate Accident Prevention Plan and stress all the applicable requirements and procedures.
2. Review the specific Company safety rules and regulations.
3. Review hazardous work conditions presented by the physical assessment of the project.
4. Instruct their safety representative that they are to attend a monthly safety meeting.
5. It must be firmly established that all subcontractors' employees must abide by the applicable OSHA regulations.

Housekeeping

Housekeeping is essential in accident prevention and is the responsibility of each employee and subcontractor. The work area must be maintained in a neat and orderly manner and excess materials and waste should be removed daily. Supervisors and managers are to inspect and enforce orderly, safe and clean working areas at all times.

Subcontractors will generally be responsible for their own First Aid and medical treatment. However, the following will be required in writing in the subcontract agreement:

- Contact the Contractors foreman and supervisor of any incident requiring First Aid treatment.
- Provide all their foremen and supervisors a listing (with directional maps) indicating the location of the nearest emergency facilities such as Hospitals, Emergency Medical Facilities, Police Departments and Fire Departments.
- Provide their foremen and supervisors with a 16-man first aid kit.

Quality Control Program

The purpose of this Quality Control Program is for TFR to establish a quality control system to perform sufficient inspections and tests of all items of work, including that of our subcontractors, to insure conformance to applicable specifications and drawings with respect to the production, quantities, field activities, materials, workmanship, construction, finish,

functional performance, and identification. This control will be established for all activities except where the special provisions and the technical provisions of the contract provide for specific government control by inspections, test, or other means.

The TFR control system will specifically include the surveillance and tests required in the technical provisions of the contract specifications. Both onsite and off-site fabrication will be controlled and keyed to the proposed construction sequence. The personnel assigned to the Quality Control Section will also be charged with the responsibility of policing TFR's approved safety program as required by the Accident Prevention Plan of the contract specifications.

General

The Quality Control System will include at least three phases of inspection for all technical provisions of the specifications as follows:

Preparatory Inspection:

1. This inspection is to be performed prior to beginning any work on a section of the technical provisions of the specifications.
2. The inspection will include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted, and approved.
3. Check to assure that provisions have been made to provide required control testing.
4. Examination of the work area to ascertain that all preliminary work has been completed.
5. A physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all materials, certificates, and other submittal data prior to submission to the contracting officer.
6. Each submittal offered to the contracting officer for approval will bear the date and signature of a member of TFR's Quality Control organization indicating that he has reviewed the submittal and found it to be acceptable (or showing the required changes).
7. Review of the appropriate Activity Hazard Analysis to assure safety requirements are met.
8. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
9. Check to ensure that a Government Representative has accepted the plan for the work to be performed.

Initial Inspection:

An initial inspection will be performed as soon as representative segment of the particular item of work has been accomplished and to include examination of the quality of workmanship and a review of control testing for compliance with contract requirements, use of defective or damaged materials, omissions, and dimensional requirements. This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

1. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
2. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
3. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
4. Resolve all differences.
5. Check safety to include compliance with an upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
6. Notify a Government Representative at least 24 hours in advance of the beginning of the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
7. The initial phase will be repeated for each new crew to work onsite, or at any time acceptable specified quality standards are not being met.

Follow Up Inspections:

Follow-up inspections will be performed daily or as frequently as necessary to assure continuing compliance with contract requirements, including control testing, until completion of the particular segment of work.

Records: TFR will maintain current records of all inspection and test performed on the format detailed below, entitled *Quality Control Report*. This form will provide factual evidence of the required inspections or tests involved, results of inspections or tests, nature of defects, causes for rejection, etc., proposed remedial action and corrective actions taken. TFR's records will cover both conforming and defective items and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records will be furnished to a Government Representative daily. Daily, TFR's designated representative will verify records.

Site Specific Quality Control Plan

The site or contract specific QC Plan must accomplish the complete daily documentation of operations, utilization and production, safety, and variations from normal operations of a debris management operation. It must be in place and approved for use prior to beginning any field operations, including site preparation. It must be in full compliance with contract requirements.

Multiple forms are usually formatted for the Plan, which cover different activities. A summary general daily form is also usually formatted for the project that is completed by the CQC Officer, and totals of all activities reported on summary forms. Usually, all originals and one set of copies are delivered to a Government Representative, and TFR keeps two copies of each form.

Quality Control Organization

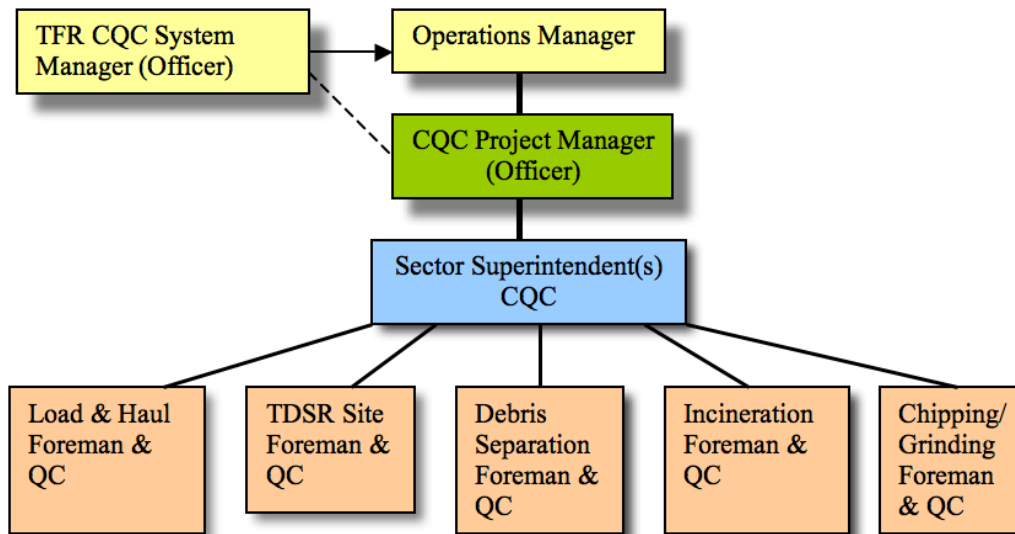
The duties and specific areas of responsibility of the various members of the Quality Control Organization are as follows:

Operations Manager: Advises all supervisory personnel including, but not limited to, Sector superintendents and key foremen assigned to critical areas, of the requirements of the specifications and advises supervisors concerning methods to be used and the degree of workmanship required.

Quality Control Officer: The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractor and superintendents to ensure that the work is being performed according to the Contract Plans and Specifications and TFR's Contractor Quality Control Program. He/she will supervise the Quality Control Personnel and advise other job personnel in advance of Quality Control Requirements; submittal material, inspections, etc. of their work. When work does not comply with contract requirements, he will immediately advise the Project Manager and together they will decide what corrective action should be taken. The corrective action taken will be shown in the daily log. The designated Quality Control Supervisor will have full authority in implementing the Quality Control Program and the Safety Program of TFR Enterprises, Inc.


Quality Control Technician: Performs inspections as directed by the Quality Control Supervisor and reports any deviations from the contract directly to the Quality Control Supervisor.

A chart, documenting TFR's Quality Control organizational structure is detailed below:



Memorandum of Appointment

A sample memorandum of appointment and notification to supervisors and foreman of the appointment of the Quality Control Officer is detailed below:

 **T.F.R. Enterprises, Inc.**
DISASTER RESPONSE DIVISION

MEMORENDUM OF UNDERSTANDING

DATE: TBD

TO: All TFR Enterprises, Inc. Supervisory Personnel

FROM: William R. Droke, Vice President/COO

SUBJECT: Quality Control Supervision

CONTRACT No. _____

Effective July 1, 2009, until completion of the project or relieved by written notice, Robert "Bobby" Day is hereby assigned the duty of Quality Control Manager. He is hereby authorized to place in effect TFR Enterprises, Inc.'s Quality Control Program. We expect and require all TFR Enterprises, Inc.'s foremen and supervisory personnel to cooperate with Mr. Day, and comply with his orders and instructions in carrying out this program.

Each Supervisor, Engineer, and Foreman who is designated to be the Quality Control Representative for his particular part of the work will see to it that they check the following:

- 1) Checks the specifications to see what is required on work items.
- 2) Check to see that the equipment-materials to be incorporated in the work meets requirements.
- 3) Checks to see that the equipment-materials are properly maintained.
- 4) The work and work area is safe and in compliance with TFR Enterprises, Inc.'s Safety Program and the Engineers Safety Manual.
- 5) Reports all deficiencies and corrective action taken.

Signed,

William R. Droke, Vice President/COO

Daily Reporting Procedures

The CQC Plan and the TFR Quality Control Manager shall address the Recording and Reporting requirements with all levels of supervisors and Crew Foremen. Different levels will have different requirements. A sample form as a model is provided above, and all final versions of all forms will be approved with the final CQC Plan, including any additional required modifications. This discussion shall include the general procedures set forth below:

- All loading and hauling crews are under the direction of a TFR supervisor.
- Daily reports are maintained by the crew foreman and recoding all equipment down time for repairs on the daily reports.
- Hours, of each piece of equipment and each employee, are recorded and reconciled daily.
- Daily Reports shall have daily and year-to-date totals for each piece of equipment/personnel tasked.

- Signatures of both TFR's Representative and by a Government Representative are required on all Daily Reports.

The TFR Quality Control Officer shall prepare, sign and submit to the Government Representative a *Quality Control Summary Sheet*. This report at a minimum shall include originals and one copy of all levels of QC reports received and in addition shall include a summary of safety issues, infrastructure damage, total numbers of trucks loaded, equipment and plant hours worked and idled or down, testing performed and by whom, loads and quantities hauled to TDSRS, quantity of debris reduced, number of subcontractors working, contract non-compliance issues and all corrective actions.

Inspection Methods and Procedures

During work on the contract the Quality Control personnel will perform the required inspections on both the TFR's and subcontractor's work. The staff that performs the Quality Control inspections will be charged with the following duties:

1. Maintain and keep in serviceable condition, all machinery and materials.
2. Take whatever corrective action is necessary to replace or repair deficiencies observed at any time that affect the operation of machinery and materials.
3. Inspect for compliance with contract requirements.
4. Maintain copies of Inspection Records.

Detailed below are the procedures and methods that will be implemented:

Safety Issues:

The role of QC in support of safety is to document that the safety plan provisions are being followed. At each level, the *Quality Control Report* has appropriate reporting requirements for safety, including worker protection, equipment safety, trimming of loads, flagmen, work zone safety and traffic control. Each level of *Quality Control Report* for each activity should have a section addressing daily safety meetings, issues and activities.

Debris Eligibility:

TFR should only be handling materials authorized by our contract. The CQC Officer shall train the field ROW personnel on these materials classifications, and shall include the general eligibility requirements set forth below:

Eligible Debris-

C&D Debris is non-burnable debris and can consist of recyclable as well as non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include, but are not limited to, mattresses, clothing, masonry, concrete, asphalt, metals, plastics, lumber, manufactured furniture, building components, etc.

Vegetative Debris is burnable debris of natural origin such as grass, shrubs, and trees and can be reduced and/or recycled by either incineration or by chipping/grinding.

Household Hazardous Waste (HHW) is debris of a chemical nature and includes such items as household chemicals, pesticides, liquids, paint, batteries, waste oil, waste fuels, antifreeze, spray cans, etc.

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as freon or oil, which must be remediated by someone with the appropriate license and certifications to do so.

Metals, both Ferris and non-Ferris such as copper, aluminum, steel or iron and which may include parts from automobiles, trucks, bicycles, small engines, buildings, small appliances and other items.

Ineligible Debris-

Any Debris which is not located on the Right of Way, regardless of category, i.e., C&D, Vegetative, Household Hazardous Waste, White Goods, or Metals is INELIGIBLE DEBRIS. Debris removal from private property is the responsibility of the individual property owner. No TFR crews or Subcontractors are allowed to work for the private sector while under employment/contract to TFR Enterprises, Inc. during the duration of the Project/Task Order. Fallen trees located on public property but in an unused forested or wilderness area is ineligible unless specifically directed.

Daily Household Garbage, or what could be classified as Municipal Solid Waste (MSW), is ineligible debris.

Debris which is not the result of the disaster event, for example, debris from demolition that was performed before the disaster event occurred, is ineligible debris.

Segregation of Debris at Curbside Pick Up

1. All loading operators are also instructed of the importance of maintaining segregation of eligible debris when loading.
2. All vegetative debris will be loaded on trucks hauling vegetative debris only. If other debris is encountered alongside the vegetative debris, it will be left at the curbside to be later loaded on the trucks hauling whatever type of debris that is left.
3. Separate trucks will be used for loading Construction and Demolition debris.
4. Metals and white goods will also be loaded and hauled separately.
5. Any household hazardous waste shall be left at the curbside for the HHW crew to load and haul.
6. When possible, any "mixed piles" of debris encountered at the curbside will be separated by hand before loading. If it is not practical to separate the mixed piles at the curbside by hand, the mixed piles will be loaded on separate trucks and the load ticket will indicate "mixed debris."

Loading:

1. All Loaders will have been previously inspected at the staging area for safety and compliance before being dispatched to the loading location.

2. All Loader operators will receive safety briefings before beginning loading operations.
3. Flagmen will be located ahead of loading operations to direct and control traffic.
4. All flagmen will be properly attired and wearing safety equipment including hard hats, safety shoes, reflective vests and carrying traffic directing flags.
5. All flagmen are under the supervision of the crew foreman.
6. Operators are cautioned to be observant and conscious of their surroundings at all times, in particular being aware of hanging and downed power lines and structures hidden by debris, such as fire hydrants, water mains, fences, etc.
7. Operators are cautioned not to overload trucks with debris so that the transporting of the debris could cause the excess debris to become dislodged and fall into traffic areas.
8. Operators are cautioned to stay on the rights of way and not to enter private property during the loading process.
9. Operators are equipped with mobile radios and are supervised by crew foreman.
10. Operators are instructed to keep the debris loads segregated between (a) burnable (vegetative), (b) non-burnable (C&D), (c) mixed piles where C&D, non-burnable, and vegetative are co-mingled and cannot efficiently be separated at the curbside, (d) other (such as household hazardous waste [HHW])
11. Household hazardous waste (HHW) crew, trained in EPA requirements for handling of HHW, will load HHW materials, (household cleansers, butane, poisons, etc.) at the curbside by hand in a specially equipped compartmental truck. HHW will be delivered to the collection point.
12. As it is TFR policy, Loading and Hauling Crews shall complete any and all debris clearing operations that have been started on any particular pass through a neighborhood, and shall not "skip" through designated work areas for "gravy" loads.
13. All Loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the crew foreman and record all equipment down time for repairs on the daily reports. Hours, of each piece of equipment and each employee, are recorded and reconciled with the Government Representative daily.
14. In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record.

Hauling:

1. All Trucks will have been previously inspected at the staging area for measurement, numbering, safety and compliance before being dispatched to the loading location.
2. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
3. All truck operators are to wear safety equipment, hard hats and steel-toed shoes.
4. Truck operators are not allowed to leave with "overhanging" loads. Loads will either be trimmed or reloaded before being allowed to leave the loading area.
5. It is the truck operator responsibility to check and determine that his load is safe before leaving the loading site.
6. Truck operators are equipped with mobile radios and are supervised by crew foreman.

7. Truck operators will be issued a "load ticket" and at the loading site and will deliver the ticket to the inspector at the dump site.

Dumping:

1. Dumping operations will be at either the Temporary Debris Staging and Reduction (TDSR) Site or at a landfill/disposal site designated.
2. All traffic regulations and speed limits will be observed at the dump site.
3. Truck operators will report to the weigh station and deliver their "load ticket" to the TFR QC and Government QA for inspection and approval before proceeding to dump his/her debris.
4. Each truck operator will be directed as to where to dump each load at the dump site location by the designated dumpsite operator.
5. Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.
6. Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

Private Property (ROE) Program Procedures

The Company's Quality Control Manager shall discuss the requirements and procedures for the removal of debris from private property under the Right of Entry (ROE) Program with all Crew Foremen. This discussion shall include the general procedures set forth below:

1. Before a demolition project on private property can begin, a Right-of-Entry document must be executed, including:
 - a. Authorization to enter the property for demolition
 - b. Hold harmless agreement accompanied by a non-duplication of benefits agreement from the City/County.
2. TFR crews are not permitted to enter private property except at the direction of TFR ROE Manager or Government Representative.
3. Proper completion of a TFR ROE Program Checklist:
 - a. HHW crew will be assigned to remove any hazardous materials from the property.
 - b. All HHW materials will be cataloged and disposition defined.
 - c. All utility connections will be inspected to ensure that they are disconnected.

After demolition, all materials can be either placed on the right of way to be picked up under the debris removal agreement or taken directly to the TDSR site for separation and disposal.

Rental of Equipment with Operators

1. Inspection and Identification of Equipment & Materials before any machinery or materials are placed in use; they shall be inspected and tested by competent personnel. The Contractor's personnel will perform such duties.
2. The contractor's personnel chosen by the Quality Control Officer will perform inspection of all machinery and materials daily.
3. Records of inspections shall be maintained at the site and shall be available on request.

4. Preventative maintenance procedures recommended by the manufacturer shall be followed.
5. All repairs on machinery or materials shall be made at a location, which will provide protection from traffic for repairmen. Any machinery or equipment found by the contractor to be unsafe shall be dead lined until unsafe conditions have been corrected.
6. Only TFR designated personnel shall operate machinery and mechanized equipment.
7. The Quality Control Supervisor shall instruct all operators in the use and details of Safety Operations.
8. Operators of machinery will establish and confirm requirements on a daily basis as to comply with contract documents with TFR's representative.
9. Material deficiencies observed shall be reported to the proper TFR personnel for correction.
10. All safety procedures will be used in accordance with TFR's Accident Prevention Plan.
11. All phases of work being performed will be inspected daily by the responsible member of the Quality Control team.

Damage Control and Reporting

The goal of sound debris removal is to protect the public and private infrastructure and the overall health of citizens while collecting and disposing of debris rapidly. TFR is fully committed to this and strives for a goal of ZERO claims. TFR takes a proactive approach to the protection of infrastructure. During "Toolbox" Meetings, TFR's Quality Control Officer shall address the following general procedures to avoid careless activities during collection:

- Operators are reminded to stay on the rights of way and not to enter private property during the loading process.
- Operators are cautioned to be observant and conscious of their surroundings at all times, in particular being aware of hanging and downed power lines and structures hidden by debris (such as fire hydrants, water mains, fences, etc.).
- Operators are cautioned about debris weight distribution to be maintained during the loading process.
- Operators are instructed not to overload trucks with debris in such a manner that the transporting of the debris could cause the excess debris to become dislodged and fall into traffic areas or snag low or hanging power lines.
- Debris shall not hang over vehicle sides or extend more than 24 inches above the sides. Overloaded trucks shall be trimmed or removed prior to departing the loading area as instructed by the Crew Foreman.

However, a few claims are unavoidable. TFR maintains a strict Damage Control and Reporting Procedures to ensure that each claim is handled with expediency and care while meeting the needs of the claimant. TFR's Quality Control Officer shall address the Damage Control and Reporting Procedures with all field ROW personnel during initial safety meetings. All Crew Foreman's are required to report any and all damages directly to the Quality Control Officer immediately. Upon notification, the Quality Control Officer will prepare a *Damage Report* without delay, and is instructed to seek the following information:

1. Name, address and phone number of property owner.
2. Who was present when the accident took place?
3. Detailed description of what happened, including what activity was being performed at the time of the damage, why did it happen and documenting all unsafe conditions, equipment and/or acts.
4. To the best of the witness's knowledge, was there a previously known and/or reported problem or condition associated with the accident?
5. Date, time and record of TFR's Quality Control personnel that investigated the damage.
6. Date, time and record of when and who (property owner) was contacted and notes as to what was discussed or agreed.
7. Date and time of repair, or resolution agreement.

A copy of the *Damage Report* executed by the Quality Control Officer is conveyed below:

Under Contract With: _____	
DAMAGE REPORT	
Date Damage Report Received: _____	Time: _____ AM / PM
Report Received By: _____	Reported Thru: Walk-In / Hotline / Email / Other
LOCATION OF CLAIM / DAMAGES: _____	
NAME & ADDRESS OF PERSON REPORTING CLAIM: _____	
Telephone Number: _____	Email Address: _____
Best time to contact: _____	Best Method of Contact: Phone / Email
Date and Time, if known, that Damage Occurred: _____	
Date: _____	Time: _____ AM / PM
Identify or describe, if known, the party who caused the damage: _____	
Witness? Yes / No _____ If Yes, by whom? _____	
Was the party who caused the damage notified at the time of occurrence? Yes / No _____	
GENERAL DESCRIPTION OF THE DAMAGE: _____	

FOLLOW UP	
Claim Reported To: (Field Project Manager / Crew Foreman)	
Date: _____	Name: _____
Time: _____	Signed: _____
ACTION TAKEN	
Claim Investigated By: _____	Date: _____
Comments: _____	

Damage Attributed To: _____	Cost: \$ _____
Anticipated Date of Resolution: _____	
Comments: _____	

Date Claim Resolved: _____	Release Form on File: Yes / No
Release Executed By: _____	

TFR will investigate all damages and complaints and make resolutions within 24 hours. If a resolution was reached, a copy of the Quality Control Officer's *Damage and Claim Release Form* shall be attached to the Report. If a resolution is not agreed to between the property owner and TFR, TFR shall provide its General Liability Carrier with all the necessary information. All *Damage Reports* will be maintained in a file in TFR's Field Office. A catalog of all information and supporting action on each incident will be provided to Government Officials weekly in a condensed list.

Billing/Reconciliation Procedures

Billing procedures are established to ensure consistency from collecting, processing and reconciling load tickets while stressing accuracy through the entire process. With over twenty-nine (29) years' experience conducting disaster relief and recovery efforts, TFR has developed a battle-tested billing system that plans for encumbrances, highlights transparency, emphasizes expediency, and forces accuracy. These four (4) pillars of the billing cycle are the foundation of a well-vetted billing system through which TFR conducts its disaster relief and recovery efforts. The billing procedures are outlined below, from the TDSR site to payment from home office:

1. Truck passes under the ticket tower to be assessed capacity. Tickets are collected and the appropriate copies are given to the truck operator, Government representative, monitoring firm (if one), FEMA representative and TFR representative.
2. TFR representative maintains a collection of the load tickets, as that representative desires generally on a clipboard, and once every 3 hours, another TFR representative will collect those load tickets from the TFR tower representative.
3. Onsite ticket processing center, also known as a Mobile Command Unit, controls the entering of load ticket data into Excel spreadsheets with pivot tables to quickly access the data based on a number of input criteria.
4. Each morning, one Government Representative and one TFR representative shall review the load tickets and reconcile the previous workday totals.
5. The reconciled load tickets and their associated spreadsheets are sent to the home office for invoice processing and billed to City/County every two weeks, or as established in the contract documents.

Sample Haul Ticket

T.F.R. ENTERPRISES, INC.
601 Leander Drive
Leander, TX 78641

Ticket
 Number > **10001**

CREW NO. _____, 20_____
 CONTRACT NUMBER _____
 SUBCONTRACTOR NAME _____
 TRUCK DRIVER NAME _____

QUANTITIES:				
TRUCK NUMBER			MEASURED CAPACITY	CY
Est. % Full			Total CY Delivered	CY
LOAD CLASSIFICATION:				
BURNABLE		MIXED		
NONBURNABLE - C & D		OTHER		

LOCATION		
PICKUP ZONE/SECTION		DEBRIS DELIVERY SITE
LOADING SITE:	TIME	MONITOR SIGNATURE
DUMPING SITE:		


TRUCK DRIVER
 SIGNATURE _____

Comments:

White-Dumpsite Monitor

Green-Load Site Monitor

Canary, Pink, Gold - On Site Contractor's Representative or Driver

 T.F.R. Enterprises, Inc. <small>DISASTER RESPONSE DIVISION</small>		Government Entity _____	
		Contract No. _____	
TRUCK MEASURE CERTIFICATE			
Event: _____			
CONTRACTOR: TFR ENTERPRISES, INC.		TRUCK NO.	
		TRUCK MEASURE	
			CUBIC YARDS
Date _____			
Truck Description		Type: _____	Color: _____
License No. & State		_____	VIN No. _____
Truck Owner		_____	
Subcontractor truck is working for		_____	
Truck Driver		Name: _____	Drivers License # & State _____
TRUCK BED MEASUREMENTS :			
	Truck Bed Length		Truck Bed Width
	X		X
			Truck Bed Height
			=
			Total
			Divided By
IN INCHES			/ 46,656 =
			Cubic yards
OR			
	Truck Bed Length		Truck Bed Width
	X		X
			Truck Bed Height
			=
			Total
			Divided By
IN FEET			/ 27 =
			Cubic yards
Notes or Exceptions: (I.e. descriptions, deductions for dog house, etc.) _____			

Signed: _____			
Measured By _____			
Truck Driver _____			
TFR Representative _____		Government's Representative _____	

SAMPLE TRUCK IDENTIFICATION PLACARD



T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

UNDER
CONTRACT TO:

TRUCK #

MEASURED
CAPACITY:

CY

18"

12"