

RESOLUTION NO. 2014-47

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO INVITATION TO BID 1314-11-006 EMERGENCY DEBRIS REMOVAL AND MANAGEMENT SERVICES; APPROVING THE SELECTION OF THREE CONTRACTORS TO PROVIDE EMERGENCY DEBRIS REMOVAL AND MANAGEMENT SERVICES TO THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE CONTRACT AGREEMENTS WITH BERGERON EMERGENCY SERVICES, INC., DRC EMERGENCY SERVICES, LLC, AND CERES ENVIRONMENTAL SERVICES, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay may experience destruction of property resulting from hurricanes, floods, tornadoes, and other weather related events as well as other natural disasters.; and

WHEREAS, in the event of a major disaster, the Village will not have adequate in-house resources to provide assistance and recovery services to the community; and

WHEREAS, it is imperative that the Village have standby agreements with a minimum of three (3) contractors to provide quick response to expedite post-storm recovery clean-up in advance of the need for emergency debris removal services; and

WHEREAS, on April 16, 2014, the Village issued a Request for Proposals (RFP) 1314-11-006 for Emergency Debris Removal and Management Services for the period of three (3) years, with the option to allow for the Village, at its sole discretion, to extend the agreement for an additional two, one-year terms; and

WHEREAS, the RFP was advertised in the *Miami Daily Business Review* on April 16, 2014; and

WHEREAS, responses were received from five contractors; Bergeron Emergency Services, Inc. (Pembroke Pines, FL) SRS, Inc. (Mobile AL), DRC Emergency Services, LLC (Mobile, AL), T.F.R. Enterprises, Inc. (Leander, TX) and Ceres Environmental Services, Inc. (Brooklyn Park, MN); and

WHEREAS, A selection committee was established to evaluate and make recommendations regarding RFP No. 1314-11-006 proposal submittals; and

WHEREAS, after a thorough analysis of the responses, the selection committee recommends that it is in the best interest of the Village to select the 3 highest ranking contractors in accordance with the attached evaluation tabulation for the purpose of post-storm debris cleanup and management services; and

WHEREAS, during the administrative evaluation of the bid submittals for RFP No. 1314-11-006 it was found that Bergeron Emergency Services, Inc. (Pembroke Pines, FL), DRC

Emergency Services, LLC (Mobile, AL), and Ceres Environmental Services, Inc. (Brooklyn Park, MN) were the three highest ranking contractors; and

WHEREAS, these contractors submitted the most responsive and responsible proposals that detailed a comprehensive plan with exception references, licenses, procure superior qualifications, knowledge, and experience in the area of debris removal and management; and

WHEREAS, the selection committee recommends award to Bergeron Emergency Services, Inc., DRC Emergency Services, LLC, and Ceres Environmental Services, Inc.; and

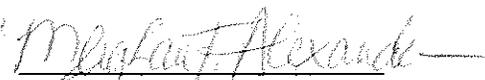
WHEREAS, the Administration is requesting authorization from the Village Council for the Village Manager to execute agreements with the 3 highest ranking contractors Bergeron Emergency Services, Inc., DRC Emergency Services, LLC, and Ceres Environmental Services, Inc., which submitted the most responsive and responsible proposals for post-storm emergency debris removal and management services in accordance with Invitation to Bid No. 2011-PW-106; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is hereby authorized to execute the agreements attached hereto as Exhibit A (Bergeron Emergency Services, Inc.), Exhibit B (DRC Emergency Services, LLC) and Exhibit C (Ceres Environmental Services, Inc.), pursuant to the terms and conditions provided in the agreement for Emergency Debris Removal and Management Services on behalf of the Village.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 2nd day of June, 2014.

Attest: 
Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:


Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>Absent</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>

RESOLUTION NO. 2014-40

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THE 2014 FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT FUNDING IN AN AMOUNT OF \$45,000 FOR BEAUTIFICATION OF US-1 MEDIANS WITHIN THE VILLAGE OF PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, each year, the Florida Department of Transportation (FDOT) provides grant funding to cities and counties for highway beautification plantings; and

WHEREAS, the Village Council approved Resolution 2013-71 authorizing the Department of Public Works to submit an application to solicit FY13-14 Florida Highway Beautification Council Grant funding in an amount not to exceed \$90,000; and

WHEREAS, the application as submitted has been selected by the Florida Highway Beautification Council to receive a grant to fund the design and installation of landscape for placement within the medians on that stretch of US-1 from south of SW 136th ST to north of SW 184th ST; and

WHEREAS, 50/50 match is required (50% grant/50% applicant); and grant in an amount of \$45,000, with the Village's \$45,000 match, can be used only for the cost allowed by Section 399.2405(11), Florida Statutes; and

WHEREAS, the Department of Public Works has funding in an amount of \$30,000 allocated for the Village's forestry program and the Planning and Zoning Department has \$15,000 from the Landscape Mitigation program.

WHEREAS, the landscape improvements proposed will provide and instantly create a welcoming and enjoyable experience to visitors and residents with landscape safely placed along this highly traveled state road and also identify the gateway points into the Village; and

WHEREAS, the Department of Public Works recommends that it is in the best interest of the Village Council to approve a resolution accepting the grant award (\$45,000) and terms as detailed in the attached award letter; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to accept a grant award of \$45,000 from FDOT Florida Highway Beautification Council and execute the required agreements within one year from the date of the award letter.

Section 2. This Resolution shall become effective immediately.

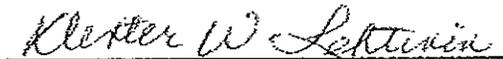
PASSED AND ADOPTED this 5th day of May, 2014.

Attest:


Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:


Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>



To: Ron E. Williams, Village Manager

Date: March 11, 2014

From: Kristy Bada, Procurement Specialist

Re: RFP No. 1314-11-006
Emergency Debris Removal and
Management Services

The purpose of this memorandum is to inform you of a recommended course of action regarding the solicitation for Emergency Debris Removal and Management Services; and respectfully request your review and approval; as follows:

Actions to Date:

- In coordination with the Public Works Department, an RFP was developed for the solicitation of qualified vendors to provide Emergency Debris Removal and Management Services.

Recommended Course of Action:

- March 12th, 2014: Proposed/Draft RFP to be forwarded to the Manager for approval.
- March 17th, 2014: Approved RFP to be advertised and issued; Cone of Silence commences.
- March 25th, 2014: Mandatory Pre-Bid Meeting @ Village of Palmetto Bay Municipal Center @10:00 am.
- April 16th, 2014: RFP 1314-11-006 due by 3:00 pm.
- April 18th, 2014: Subsequent to bid opening, tabulate bids, review submittal documentation for completeness and accuracy, and contact references.
- April 21st, 2014: Prepare memo for Directors' review and approval of recommendation for award.
- April 22nd, 2014: Recommendation presented to the Village Manager with copies of tabulation sheet, bid submittal with all required forms and documentation, and reference inquiry.
- May 5th, 2014: Resolution to Council for approval of selection and Award of Contract.
- May 15th, 2014: Anticipated execution date.

By your signature below, I will proceed with the above described / recommended course of action.

Department Approval:

Corrice E. Patterson, Public Works Director / Date

Finance Department Approval:

Budgeted Funds Available: _____

Desmond Chin, Finance Director / Date

Manager Approval:

Ron E. Williams, Village Manager / Date



**REQUEST FOR PROPOSALS (RFP)
EMERGENCY DEBRIS REMOVAL &
MANAGEMENT SERVICES
NO. 1314-11-006**

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

VILLAGE OF PALMETTO BAY
REQUEST FOR PROPOSALS - NO. 1314-11-006

In the XXXX Court,
was published in said newspaper in the issues of

03/17/2014

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this
17 day of MARCH, A.D. 2014

(SEAL)

MARIA MESA personally known to me


MERCEDES ZALDIVAR
MY COMMISSION #FF029736
EXPIRES June 20, 2017
(407) 398-0153 FloridaNotaryService.com

The Village of Palmetto Bay is currently soliciting bids for Emergency Debris Removal and Management Services. The Village anticipates to contract with more than one contractor to provide Emergency Debris Removal and Management Services in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the Village's needs. Contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) Part 13, (§13.36, Procurement) in order to be eligible for reimbursement under the Public Assistance Program. More than one contractor may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

The Work Involved with the Project shall include, but may not be limited to, the removal of all debris as the result of an anticipated or unanticipated storm, disaster, act of terrorism, etc. Debris is to be removed from the Streets and Avenues within the Village of Palmetto Bay and hauled to a designated staging area and/or disposal site. The Village is seeking contractors whose combination of experience and expertise will provide timely, cost-effective and quality debris removal and debris management services to the Village. Only contractors whose proposals demonstrate project management experience in FEMA-eligible debris removal projects of a similar size and scope as the aftermath of Hurricane Katrina and Hurricane Wilma and as further set forth in this RFP will be considered for award. FEMA experience shall also be required.

Sealed bids must be received by the Village Clerk at Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than **3:00 pm on or before Wednesday, April 16th, 2014** (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud. Official time will be measured by the time stamp of the Village Clerks Office. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. Bid documents may be obtained on or after Monday, March 17th, 2014 at 8:30 am at the Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. A \$30.00 non-refundable deposit per set of documents is required, made payable to Village of Palmetto Bay. There will be a **mandatory pre-bid conference on Tuesday, March 25th, 2014 @ 10:00 am** to discuss the scope of services and answer questions. The Pre-Bid Conference will be held at Village Council Chambers, Village Hall located at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. You must attend this pre-bid conference in order to submit a bid.

The Village of Palmetto Bay reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities, irregularities or technicalities in bids received. There is no obligation on the part of the Village to award the bid in whole or in part to one or more respondents or to the lowest bidder. The Village reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the Village. The Village shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final. If additional information is required, please contact the Village of Palmetto Bay, Procurement Specialist at KBada@palmettobay-fl.gov.
3/17 14-B-214/2251481M.



April 16, 2014

REQUEST FOR PROPOSALS (RFP)
EMERGENCY DEBRIS REMOVAL & MANAGEMENT SERVICES
No. 1314-11-006

Bid sheets for each Proposer attached:

Bergeron Emergency Services, Inc.

SRS, Inc.

TAG Grinding Services, Inc.

DRC Emergency Services, Inc.

TFR Enterprises, Inc.

Ceres Environmental Services, Inc.

~~_____

_____~~

Opening conducted and verified by:

Meighan J. Alexander
Meighan J. Alexander
Village Clerk

Witnesses:

Krisny Bada
Print Name: Krisny Bada

04-16-14P03:00 RCVD

Missy Aracha
Print Name: Missy Aracha

Bergeron Emergency Services, Inc.

SECTION I: DEBRIS REMOVAL, PROCESSING & DISPOSAL

	DESCRIPTION	UNIT	QTY	COST
DRPD 1	Mobilize & demobilize	LUMP SUM	1 Unit	\$ 0
DRPD 2	Pick-up and haul of white goods.	EACH	1 Unit	\$ 100.00
DRPD 3	Pick-up and disposal of hazardous material	POUND	1 Unit	\$ 350.00
DRPD 4	Sweeping Curb and Gutter	HOURLY RATE	1 Unit	\$ 60.00
DRPD 5	Process stump based on FEMA conversion table, May 15, 2007 publication DAP9523.11	CUBIC YARD	1 Unit	\$ 6.15
DRPD 6	Hazardous stump removal, hauling and disposal 6" diameter to 11.99" diameter	EACH	1 Unit	\$
DRPD 7	Hazardous stump removal, hauling and disposal 12" diameter to 23.99" diameter	EACH	1 Unit	\$
DRPD 8	Hazardous stump removal & hauling, disposal 24" diameter to 47.99" diameter	EACH	1 Unit	\$ 275.00
DRPD 9	Hazardous stump removal, hauling and disposal 48" diameter and greater	EACH	1 Unit	\$ 375.00
DRPD 10	Dead animal collection, transportation and disposal	POUND	1 Unit	\$ 5.00
DRPD 11	Debris removal from public property (rights-of-way) hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CUBIC YARD	1 Unit	\$ 8.00
DRPD 12	Debris removal from Public Property (rights-of-way) & hauling to DMS within the limits of the Village of Palmetto Bay	EACH CUBIC YARD	1 Unit	\$ 6.15
DRPD 13	Debris removal from DMS, hauling & disposal at FDEP approved site within Miami-Dade County	EACH CUBIC YARD	1 Unit	\$ 7.50
DRPD 14	Processing (grinding) of debris at DMS	EACH CUBIC YARD	1 Unit	\$ 3.00
DRPD 15	Hazardous tree removal 6 inch diameter to 11.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$ 0.00
DRPD 16	Hazardous tree removal 12 inch diameter to 23.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$ 0.00
DRPD 17	Hazardous tree removal 24 inch diameter to 47.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$ 200.00
DRPD 18	Hazardous tree removal 48 inch diameter and greater (excluding hauling and disposal)	EACH	1 Unit	\$ 300.00

**SECTION II: EMERGENCY ROAD CLEARANCE
(INITIAL CLEARANCE - NOT TO EXCEED 70 HRS)**

#	DESCRIPTION	UNIT	QTY	COST
ERC 1	Debris removal from private property & publicly owned property (other than right-of-way) to be hauled and dumped at the South Dade Landfill located at 23707 SW 97 th AV, Gate A, Miami, Florida 33032	CUBIC YARDS	1 Unit	\$ 8.50
ERC 2	Material, fill dirt for stump holes, purchased, placed & compacted	CUBIC YARDS	1 Unit	\$ 12.00
ERC 3	Leaning trees / hanging limbs	CUBIC YARDS EACH	1 Unit	\$ 85.00
ERC 4	Demolition of structures	HOURLY RATE CUBIC YARD	1 Unit	\$ 25.00

Price/Cost Form

Page 2 of 2

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

#	DESCRIPTION	UNIT	QTY	COST
EWO 1	JD544 or equal, wheel loader w/debris grapple	HOURLY RATE	1 Unit	\$ 115.00
EWO 2	JD644 or equal, wheel loader w/debris grapple	HOURLY RATE	1 Unit	\$ 120.00
EWO 3	JD544 or equal, wheel loader w/bucket	HOURLY RATE	1 Unit	\$ 115.00
EWO 4	JD644 or equal, wheel loader w/bucket	HOURLY RATE	1 Unit	\$ 120.00
EWO 5	Extend-a-boom forklift w/debris grapple	HOURLY RATE	1 Unit	\$ 115.00
EWO 6	753 Skid Steer w/debris grapple	HOURLY RATE	1 Unit	\$ 95.00
EWO 7	753 Skid Steer Loader w/bucket	HOURLY RATE	1 Unit	\$ 95.00
EWO 8	753 Skid Steer w/Broom	HOURLY RATE	1 Unit	\$ 95.00
EWO 9	Excavator type hoe on rubber w/grapple	HOURLY RATE	1 Unit	\$ 115.00
EWO 10	JD310 or equal TLB	HOURLY RATE	1 Unit	\$ 100.00
EWO 11	Hand fed debris chipper	HOURLY RATE	1 Unit	\$ 75.00
EWO 12	Diamond Z or equal 800 / 1,000 tub grinder	HOURLY RATE	1 Unit	\$ 550.00
EWO 13	40' / 60' Bucket Truck	HOURLY RATE	1 Unit	\$ 175.00
EWO 14	Service Truck	HOURLY RATE	1 Unit	\$ 100.00
EWO 15	Water Truck (2000 Gallons)	HOURLY RATE	1 Unit	\$ 100.00
EWO 16	Portable Light Tower (Lighting 4)	HOURLY RATE	1 Unit	\$ 45.00
EWO 17	Pick-up (w/o driver)	HOURLY RATE	1 Unit	\$ 25.00
EWO 18	Knuckle-boom w/grapple self-loading Dump type truck	HOURLY RATE	1 Unit	\$ 145.00
EWO 19	Single axle dump type truck, 5 / 12 CY	HOURLY RATE	1 Unit	\$ 55.00
EWO 20	Tandem axle dump type truck, 16 / 20 CY	HOURLY RATE	1 Unit	\$ 75.00
EWO 21	Trailer type truck/tractor 24 / 40 CY	HOURLY RATE	1 Unit	\$ 100.00
EWO 22	Trailer type truck/tractor 41 / 60 CY	HOURLY RATE	1 Unit	\$ 120.00
EWO 23	Trailer type truck/tractor 61 / 80 CY	HOURLY RATE	1 Unit	\$ 150.00

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

#	DESCRIPTION	UNIT	QTY	COST
LM 1	Operating Manager	HOURLY RATE	1 Unit	\$ 75.00
LM 2	Superintendent w/truck, phone & radio	HOURLY RATE	1 Unit	\$ 65.00
LM 3	Foreman w/truck, phone & radio	HOURLY RATE	1 Unit	\$ 55.00
LM 4	Safety/quality control inspector w/vehicle, phone & radio	HOURLY RATE	1 Unit	\$ 75.00
LM 5	Inspector w/vehicle, phone & radio	HOURLY RATE	1 Unit	\$ 55.00
LM 6	Climber w/gear	HOURLY RATE	1 Unit	\$ 90.00
LM 7	Chain & Hand Saw Operator	HOURLY RATE	1 Unit	\$ 31.00
LM 8	Laborer & Flagman	HOURLY RATE	1 Unit	\$ 35.00
LM 9	Haz-Mat Professional	HOURLY RATE	1 Unit	\$ 150.00
LM 10	Certified Arborist	HOURLY RATE	1 Unit	\$ 150.00
LM 11	Project Manager / Haz-Mat Professional	HOURLY RATE	1 Unit	\$ 150.00

SECTION I: DEBRIS REMOVAL, PROCESSING & DISPOSAL				
#	DESCRIPTION	UNIT	QTY	COST
DRPD 1	Mobilize & demobilize	LUMP SUM	1 Unit	\$ 0.00
DRPD 2	Pick-up and haul of white goods	EACH	1 Unit	\$ 54.00
DRPD 3	Pick-up and disposal of hazardous material	POUND	1 Unit	\$ 64.00
DRPD 4	Sweeping Curb and Gutter	HOURLY RATE	1 Unit	\$ 0.00
DRPD 5	Process stump based on FEMA conversion table, May 15, 2007 publication DAP9523.11	CUBIC YARD	1 Unit	\$ 9.67
DRPD 6	Hazardous stump removal, hauling and disposal 6" diameter to 11.99" diameter	EACH	1 Unit	\$
DRPD 7	Hazardous stump removal, hauling and disposal 12" diameter to 23.99" diameter	EACH	1 Unit	\$
DRPD 8	Hazardous stump removal & hauling, disposal 24" diameter to 47.99" diameter	EACH	1 Unit	\$ 297.00
DRPD 9	Hazardous stump removal, hauling and disposal 48" diameter and greater	EACH	1 Unit	\$ 547.00
DRPD 10	Dead animal collection, transportation and disposal	POUND	1 Unit	\$ 3.97
DRPD 11	Debris removal from public property (rights-of-way) hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CUBIC YARD	1 Unit	\$ 6.97
DRPD 12	Debris removal from Public Property (rights-of-way) & hauling to DMS within the limits of the Village of Palmetto Bay	EACH CUBIC YARD	1 Unit	\$ 6.27
DRPD 13	Debris removal from DMS, hauling & disposal at FDEP approved site within Miami-Dade County	EACH CUBIC YARD	1 Unit	\$ 4.27
DRPD 14	Processing (grinding) of debris at DMS	EACH CUBIC YARD	1 Unit	\$ N/A
DRPD 15	Hazardous tree removal 6 inch diameter to 11.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$
DRPD 16	Hazardous tree removal 12 inch diameter to 23.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$
DRPD 17	Hazardous tree removal 24 inch diameter to 47.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$
DRPD 18	Hazardous tree removal 48 inch diameter and greater (excluding hauling and disposal)	EACH	1 Unit	\$

**SECTION II: EMERGENCY ROAD CLEARANCE
(INITIAL CLEARANCE - NOT TO EXCEED 70 HRS)**

#	DESCRIPTION	UNIT	QTY	COST
ERC 1	Debris removal from private property & publicly owned property (other than right-of-way) to be hauled and dumped at the South Dade Landfill located at 23707 SW 97 th AV, Gate A, Miami, Florida 33032	CUBIC YARDS	1 Unit	\$ 6.77
ERC 2	Material, fill dirt for stump holes, purchased, placed & compacted	CUBIC YARDS	1 Unit	\$ 9.77
ERC 3	Leaning trees / hanging limbs	CUBIC YARDS EACH	1 Unit	\$ 54.00
ERC 4	Demolition of structures	HOURLY RATE CUBIC YARD	1 Unit	\$ 397.00

Price/Cost Form

Page 2 of 2

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

#	DESCRIPTION	UNIT	QTY	COST
EWO 1	JD544 or equal, wheel loader w/debris grapple	HOURLY RATE	1 Unit	\$ 130.00
EWO 2	JD644 or equal, wheel loader w/debris grapple	HOURLY RATE	1 Unit	\$ 140.00
EWO 3	JD544 or equal, wheel loader w/bucket	HOURLY RATE	1 Unit	\$ 130.00
EWO 4	JD644 or equal, wheel loader w/bucket	HOURLY RATE	1 Unit	\$ 135.00
EWO 5	Extend-a-boom forklift w/debris grapple	HOURLY RATE	1 Unit	\$ 85.00
EWO 6	753 Skid Steer w/debris grapple	HOURLY RATE	1 Unit	\$ 75.00
EWO 7	753 Skid Steer Loader w/bucket	HOURLY RATE	1 Unit	\$ 70.00
EWO 8	753 Skid Steer w/Broom	HOURLY RATE	1 Unit	\$ 70.00
EWO 9	Excavator type hoe on rubber w/grapple	HOURLY RATE	1 Unit	\$ 125.00
EWO 10	JD310 or equal TLB	HOURLY RATE	1 Unit	\$ 135.00
EWO 11	Hand fed debris chipper	HOURLY RATE	1 Unit	\$ 125.00
EWO 12	Diamond Z or equal 800 / 1,000 tub grinder	HOURLY RATE	1 Unit	\$ 325.00
EWO 13	40' / 60' Bucket Truck	HOURLY RATE	1 Unit	\$ 135.00
EWO 14	Service Truck	HOURLY RATE	1 Unit	\$ 105.00
EWO 15	Water Truck (2000 Gallons)	HOURLY RATE	1 Unit	\$ 140.00
EWO 16	Portable Light Tower (Lighting 4)	HOURLY RATE	1 Unit	\$ 10.00
EWO 17	Pick-up (w/o driver)	HOURLY RATE	1 Unit	\$ 20.00
EWO 18	Knuckle-boom w/grapple self-loading Dump type truck	HOURLY RATE	1 Unit	\$ 130.00
EWO 19	Single axle dump type truck, 5 / 12 CY	HOURLY RATE	1 Unit	\$ 95.00
EWO 20	Tandem axle dump type truck, 16 / 20 CY	HOURLY RATE	1 Unit	\$ 100.00
EWO 21	Trailer type truck/tractor 24 / 40 CY	HOURLY RATE	1 Unit	\$ 65.00
EWO 22	Trailer type truck/tractor 41 / 60 CY	HOURLY RATE	1 Unit	\$ 85.00
EWO 23	Trailer type truck/tractor 61 / 80 CY	HOURLY RATE	1 Unit	\$ 105.00

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

#	DESCRIPTION	UNIT	QTY	COST
LM 1	Operating Manager	HOURLY RATE	1 Unit	\$ 65.00
LM 2	Superintendent w/truck, phone & radio.	HOURLY RATE	1 Unit	\$ 65.00
LM 3	Foreman w/truck, phone & radio	HOURLY RATE	1 Unit	\$ 55.00
LM 4	Safety/quality control inspector w/vehicle, phone & radio	HOURLY RATE	1 Unit	\$ 55.00
LM 5	Inspector w/vehicle, phone & radio	HOURLY RATE	1 Unit	\$ 50.00
LM 6	Climber w/gear	HOURLY RATE	1 Unit	\$ 40.00
LM 7	Chain & Hand Saw Operator	HOURLY RATE	1 Unit	\$ 35.00
LM 8	Laborer & Flagman	HOURLY RATE	1 Unit	\$ 30.00 EA
LM 9	Haz-Mat Professional	HOURLY RATE	1 Unit	\$ 75.00
LM 10	Certified Arborist	HOURLY RATE	1 Unit	\$ 70.00
LM 11	Project Manager / Haz-Mat Professional	HOURLY RATE	1 Unit	\$ 75.00

DRC Emergency Services, Inc.

SECTION I: DEBRIS REMOVAL, PROCESSING & DISPOSAL				
#	DESCRIPTION	UNIT	QTY	COST
DRPD 1	Mobilize & demobilize	LUMP SUM	1 Unit	\$ 0.00
DRPD 2	Pick-up and haul of white goods	EACH	1 Unit	\$ 150.00
DRPD 3	Pick-up and disposal of hazardous material	POUND	1 Unit	\$ 100.00
DRPD 4	Sweeping Curb and Gutter	HOURLY RATE	1 Unit	\$ 85.00
DRPD 5	Process stump based on FEMA conversion table, May 15, 2007 publication DAP9523.ii	CUBIC YARD	1 Unit	\$ 20.00
DRPD 6	Hazardous stump removal, hauling and disposal 6" diameter to 11.99" diameter	EACH	1 Unit	/
DRPD 7	Hazardous stump removal, hauling and disposal 12" diameter to 23.99" diameter	EACH	1 Unit	/
DRPD 8	Hazardous stump removal & hauling, disposal 24" diameter to 47.99" diameter	EACH	1 Unit	\$ 325.00
DRPD 9	Hazardous stump removal, hauling and disposal 48" diameter and greater	EACH	1 Unit	\$ 475.00
DRPD 10	Dead animal collection, transportation and disposal	POUND	1 Unit	\$ 1.00
DRPD 11	Debris removal from public property (rights-of-way) hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CUBIC YARD	1 Unit	\$ 7.86
DRPD 12	Debris removal from Public Property (rights-of-way) & hauling to DMS within the limits of the Village of Palmetto Bay	EACH CUBIC YARD	1 Unit	\$ 6.86
DRPD 13	Debris removal from DMS, hauling & disposal at FDEP approved site within Miami-Dade County	EACH CUBIC YARD	1 Unit	\$ 3.43
DRPD 14	Processing (grinding) of debris at DMS	EACH CUBIC YARD	1 Unit	\$ 3.00
DRPD 15	Hazardous tree removal 6 inch diameter to 11.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$ 65.00
DRPD 16	Hazardous tree removal 12 inch diameter to 23.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$ 110.00
DRPD 17	Hazardous tree removal 24 inch diameter to 47.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$ 260.00
DRPD 18	Hazardous tree removal 48 inch diameter and greater (excluding hauling and disposal)	EACH	1 Unit	\$ 360.00

**SECTION II: EMERGENCY ROAD CLEARANCE
(INITIAL CLEARANCE - NOT TO EXCEED 70 HRS)**

	DESCRIPTION	UNIT	QTY	COST
ERC 1	Debris removal from private property & publicly owned property (other than right-of-way) to be hauled and dumped at the South Dade Landfill located at 23707 SW 97 th AV, Gate A, Miami, Florida 33032	CUBIC YARDS	1 Unit	\$ 6.86
ERC 2	Material, fill dirt for stump holes, purchased, placed & compacted	CUBIC YARDS	1 Unit	\$ 15.00
ERC 3	Leaning trees / hanging limbs	CUBIC YARDS EACH	1 Unit	\$ 85.00
ERC 4	Demolition of structures	HOURLY RATE CUBIC YARD	1 Unit	\$ 14.62

Price/Cost Form

Page 2 of 2

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

#	DESCRIPTION	UNIT	QTY	COST
EW0 1	JD544 or equal, wheel loader w/debris grapple	HOURLY RATE	1 Unit	\$ 115.00
EW0 2	JD644 or equal, wheel loader w/debris grapple	HOURLY RATE	1 Unit	\$ 140.00
EW0 3	JD544 or equal, wheel loader w/bucket	HOURLY RATE	1 Unit	\$ 115.00
EW0 4	JD644 or equal, wheel loader w/bucket	HOURLY RATE	1 Unit	\$ 140.00
EW0 5	Extend-a-boom forklift w/debris grapple	HOURLY RATE	1 Unit	\$ 85.00
EW0 6	753 Skid Steer w/debris grapple	HOURLY RATE	1 Unit	\$ 85.00
EW0 7	753 Skid Steer Loader w/bucket	HOURLY RATE	1 Unit	\$ 85.00
EW0 8	753 Skid Steer w/Broom	HOURLY RATE	1 Unit	\$ 85.00
EW0 9	Excavator type hoe on rubber w/grapple	HOURLY RATE	1 Unit	\$ 150.00
EW0 10	JD310 or equal TLB	HOURLY RATE	1 Unit	\$ 125.00
EW0 11	Hand fed debris chipper	HOURLY RATE	1 Unit	\$ 225.00
EW0 12	Diamond Z or equal 800 / 1,000 tub grinder	HOURLY RATE	1 Unit	\$ 350.00
EW0 13	40' / 60' Bucket Truck	HOURLY RATE	1 Unit	\$ 225.00
EW0 14	Service Truck	HOURLY RATE	1 Unit	\$ 85.00
EW0 15	Water Truck (2000 Gallons)	HOURLY RATE	1 Unit	\$ 85.00
EW0 16	Portable Light Tower (Lighting 4)	HOURLY RATE	1 Unit	\$ 100.00
EW0 17	Pick-up (w/o driver)	HOURLY RATE	1 Unit	\$ 25.00
EW0 18	Knuckle-boom w/grapple self-loading Dump type truck	HOURLY RATE	1 Unit	\$ 150.00
EW0 19	Single axle dump type truck, 5 / 12 CY	HOURLY RATE	1 Unit	\$ 90.00
EW0 20	Tandem axle dump type truck, 16 / 20 CY	HOURLY RATE	1 Unit	\$ 100.00
EW0 21	Trailer type truck/tractor 24 / 40 CY	HOURLY RATE	1 Unit	\$ 110.00
EW0 22	Trailer type truck/tractor 41 / 60 CY	HOURLY RATE	1 Unit	\$ 120.00
EW0 23	Trailer type truck/tractor 61 / 80 CY	HOURLY RATE	1 Unit	\$ 130.00

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

#	DESCRIPTION	UNIT	QTY	COST
LM 1	Operating Manager	HOURLY RATE	1 Unit	\$ 110.00
LM 2	Superintendent w/truck, phone & radio	HOURLY RATE	1 Unit	\$ 90.00
LM 3	Foreman w/truck, phone & radio	HOURLY RATE	1 Unit	\$ 85.00
LM 4	Safety/quality control inspector w/vehicle, phone & radio	HOURLY RATE	1 Unit	\$ 75.00
LM 5	Inspector w/vehicle, phone & radio	HOURLY RATE	1 Unit	\$ 60.00
LM 6	Climber w/gear	HOURLY RATE	1 Unit	\$ 90.00
LM 7	Chain & Hand Saw Operator	HOURLY RATE	1 Unit	\$ 45.00
LM 8	Laborer & Flagman	HOURLY RATE	1 Unit	\$ 37.00
LM 9	Haz-Mat Professional	HOURLY RATE	1 Unit	\$ 85.00
LM 10	Certified Arborist	HOURLY RATE	1 Unit	\$ 150.00
LM 11	Project Manager / Haz-Mat Professional	HOURLY RATE	1 Unit	\$ 95.00

TFR Enterprises, Inc.

SECTION I: DEBRIS REMOVAL, PROCESSING & DISPOSAL				
#	DESCRIPTION	UNIT	QTY	COST
DRPD 1	Mobilize & demobilize	LUMP SUM	1 Unit	\$ 0.00
DRPD 2	Pick-up and haul of white goods	EACH	1 Unit	\$ 48.00
DRPD 3	Pick-up and disposal of hazardous material	POUND	1 Unit	\$ 2.00
DRPD 4	Sweeping Curb and Gutter	HOURLY RATE	1 Unit	\$ 225.00
DRPD 5	Process stump based on FEMA conversion table, May 15, 2007 publication DAP9523.11	CUBIC YARD	1 Unit	\$ 18.00
DRPD 6	Hazardous stump removal, hauling and disposal 6" diameter to 11.99" diameter	EACH	1 Unit	/
DRPD 7	Hazardous stump removal, hauling and disposal 12" diameter to 23.99" diameter	EACH	1 Unit	/
DRPD 8	Hazardous stump removal & hauling, disposal 24" diameter to 47.99" diameter	EACH	1 Unit	\$ 300.00
DRPD 9	Hazardous stump removal, hauling and disposal 48" diameter and greater	EACH	1 Unit	\$ 450.00
DRPD 10	Dead animal collection, transportation and disposal	POUND	1 Unit	\$ 1.00
DRPD 11	Debris removal from public property (rights-of-way) hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CUBIC YARD	1 Unit	\$ 16.50
DRPD 12	Debris removal from Public Property (rights-of-way) & hauling to DMS within the limits of the Village of Palmetto Bay	EACH CUBIC YARD	1 Unit	\$ 8.75
DRPD 13	Debris removal from DMS, hauling & disposal at FDEP approved site within Miami-Dade County	EACH CUBIC YARD	1 Unit	\$ 12.50
DRPD 14	Processing (grinding) of debris at DMS	EACH CUBIC YARD	1 Unit	\$ 3.00
DRPD 15	Hazardous tree removal 6 inch diameter to 11.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$ 125.00
DRPD 16	Hazardous tree removal 12 inch diameter to 23.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$ 255.00
DRPD 17	Hazardous tree removal 24 inch diameter to 47.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$ 690.00
DRPD 18	Hazardous tree removal 48 inch diameter and greater (excluding hauling and disposal)	EACH	1 Unit	\$ 1,800.00

**SECTION II: EMERGENCY ROAD CLEARANCE
(INITIAL CLEARANCE - NOT TO EXCEED 70 HRS)**

#	DESCRIPTION	UNIT	QTY	COST
ERC 1	Debris removal from private property & publicly owned property (other than right-of-way) to be hauled and dumped at the South Dade Landfill located at 23707 SW 97 th AV, Gate A, Miami, Florida 33032	CUBIC YARDS	1 Unit	\$ 7.90
ERC 2	Material, fill dirt for stump holes, purchased, placed & compacted	CUBIC YARDS	1 Unit	\$ 26.00
ERC 3	Leaning trees / hanging limbs	CUBIC YARDS EACH	1 Unit	\$ 25.00
ERC 4	Demolition of structures	HOURLY-RATE CUBIC YARD	1 Unit	\$ 18.00

Price/Cost Form

Page 2 of 2

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

#	DESCRIPTION	UNIT	QTY	COST
EWO 1	JD544 or equal, wheel loader w/debris grapple	HOURLY RATE	1 Unit	\$ 175.00
EWO 2	JD644 or equal, wheel loader w/debris grapple	HOURLY RATE	1 Unit	\$ 175.00
EWO 3	JD544 or equal, wheel loader w/bucket	HOURLY RATE	1 Unit	\$ 175.00
EWO 4	JD644 or equal, wheel loader w/bucket	HOURLY RATE	1 Unit	\$ 175.00
EWO 5	Extend-a-boom forklift w/debris grapple	HOURLY RATE	1 Unit	\$ 125.00
EWO 6	753 Skid Steer w/debris grapple	HOURLY RATE	1 Unit	\$ 100.00
EWO 7	753 Skid Steer Loader w/bucket	HOURLY RATE	1 Unit	\$ 100.00
EWO 8	753 Skid Steer w/Broom	HOURLY RATE	1 Unit	\$ 100.00
EWO 9	Excavator type hoe on rubber w/grapple	HOURLY RATE	1 Unit	\$ 125.00
EWO 10	JD310 or equal TLB	HOURLY RATE	1 Unit	\$ 175.00
EWO 11	Hand fed debris chipper	HOURLY RATE	1 Unit	\$ 175.00
EWO 12	Diamond Z or equal 800 / 1,000 tub grinder	HOURLY RATE	1 Unit	\$ 900.00
EWO 13	40' / 60' Bucket Truck	HOURLY RATE	1 Unit	\$ 200.00
EWO 14	Service Truck	HOURLY RATE	1 Unit	\$ 160.00
EWO 15	Water Truck (2000 Gallons)	HOURLY RATE	1 Unit	\$ 100.00
EWO 16	Portable Light Tower (Lighting 4)	HOURLY RATE	1 Unit	\$ 100.00
EWO 17	Pick-up (w/o driver)	HOURLY RATE	1 Unit	\$ 25.00
EWO 18	Knuckle-boom w/grapple self-loading Dump type truck	HOURLY RATE	1 Unit	\$ 275.00
EWO 19	Single axle dump type truck, 5 / 12 CY	HOURLY RATE	1 Unit	\$ 100.00
EWO 20	Tandem axle dump type truck, 16 / 20 CY	HOURLY RATE	1 Unit	\$ 150.00
EWO 21	Trailer type truck/tractor 24 / 40 CY	HOURLY RATE	1 Unit	\$ 175.00
EWO 22	Trailer type truck/tractor 41 / 60 CY	HOURLY RATE	1 Unit	\$ 220.00
EWO 23	Trailer type truck/tractor 61 / 80 CY	HOURLY RATE	1 Unit	\$ 250.00

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

#	DESCRIPTION	UNIT	QTY	COST
LM 1	Operating Manager	HOURLY RATE	1 Unit	\$ 75.00
LM 2	Superintendent w/truck, phone & radio	HOURLY RATE	1 Unit	\$ 120.00
LM 3	Foreman w/truck, phone & radio	HOURLY RATE	1 Unit	\$ 100.00
LM 4	Safety/quality control inspector w/vehicle, phone & radio	HOURLY RATE	1 Unit	\$ 100.00
LM 5	Inspector w/vehicle, phone & radio	HOURLY RATE	1 Unit	\$ 100.00
LM 6	Climber w/gear	HOURLY RATE	1 Unit	\$ 65.00
LM 7	Chain & Hand Saw Operator	HOURLY RATE	1 Unit	\$ 45.00
LM 8	Laborer & Flagman	HOURLY RATE	1 Unit	\$ 35.00
LM 9	Haz-Mat Professional	HOURLY RATE	1 Unit	\$ 100.00
LM 10	Certified Arborist	HOURLY RATE	1 Unit	\$ 60.00
LM 11	Project Manager / Haz-Mat Professional	HOURLY RATE	1 Unit	\$ 100.00

Ceres Environmental Services, Inc.

SECTION I: DEBRIS REMOVAL, PROCESSING & DISPOSAL

#	DESCRIPTION	UNIT	QTY	COST
DRPD 1	Mobilize & demobilize	LUMP SUM	1 Unit	\$ 0.00
DRPD 2	Pick-up and haul of white goods	EACH	1 Unit	\$ 45.00
DRPD 3	Pick-up and disposal of hazardous material	POUND	1 Unit	\$ 5.95
DRPD 4	Sweeping Curb and Gutter	HOURLY RATE	1 Unit	\$ 158.00
DRPD 5	Process stump based on FEMA conversion table, May 15, 2007 publication DAP9523.11	CUBIC YARD	1 Unit	\$ 14.99
DRPD 6	Hazardous stump removal, hauling and disposal 6" diameter to 11.99" diameter	EACH	1 Unit	\$
DRPD 7	Hazardous stump removal, hauling and disposal 12" diameter to 23.99" diameter	EACH	1 Unit	\$
DRPD 8	Hazardous stump removal & hauling, disposal 24" diameter to 47.99" diameter	EACH	1 Unit	\$ 464.83
DRPD 9	Hazardous stump removal, hauling and disposal 48" diameter and greater	EACH	1 Unit	\$ 500.00
DRPD 10	Dead animal collection, transportation and disposal	POUND	1 Unit	\$ 1.99
DRPD 11	Debris removal from public property (rights-of-way) hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CUBIC YARD	1 Unit	\$ 8.09
DRPD 12	Debris removal from Public Property (rights-of-way) & hauling to DMS within the limits of the Village of Palmetto Bay	EACH CUBIC YARD	1 Unit	\$ 7.68
DRPD 13	Debris removal from DMS, hauling & disposal at FDEP approved site within Miami-Dade County	EACH CUBIC YARD	1 Unit	\$ 4.50
DRPD 14	Processing (grinding) of debris at DMS	EACH CUBIC YARD	1 Unit	\$ 3.99
DRPD 15	Hazardous tree removal 6 inch diameter to 11.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$ 65.00
DRPD 16	Hazardous tree removal 12 inch diameter to 23.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$ 145.00
DRPD 17	Hazardous tree removal 24 inch diameter to 47.99 inch diameter (excluding hauling and disposal)	EACH	1 Unit	\$ 249.00
DRPD 18	Hazardous tree removal 48 inch diameter and greater (excluding hauling and disposal)	EACH	1 Unit	\$ 294.00

**SECTION II: EMERGENCY ROAD CLEARANCE
(INITIAL CLEARANCE - NOT TO EXCEED 70 HRS)**

#	DESCRIPTION	UNIT	QTY	COST
ERC 1	Debris removal from private property & publicly owned property, (other than right-of-way) to be hauled and dumped at the South Dade Landfill located at 23707 SW 97 th AV, Gate A, Miami, Florida 33032	CUBIC YARDS	1 Unit	\$ 12.17
ERC 2	Material, fill dirt for stump holes, purchased, placed & compacted	CUBIC YARDS	1 Unit	\$ 13.00
ERC 3	Leaning trees / hanging limbs	CUBIC YARDS EACH	1 Unit	\$ 98.00
ERC 4	Demolition of structures	HOURLY RATE CUBIC YARD	1 Unit	\$ 14.49

Price/Cost Form

Page 2 of 2

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

#	DESCRIPTION	UNIT	QTY	COST
EWO 1	JD544 or equal, wheel loader w/debris grapple	HOURLY RATE	1 Unit	\$ 155.00
EWO 2	JD644 or equal, wheel loader w/debris grapple	HOURLY RATE	1 Unit	\$ 165.00
EWO 3	JD544 or equal, wheel loader w/bucket	HOURLY RATE	1 Unit	\$ 150.00
EWO 4	JD644 or equal, wheel loader w/bucket	HOURLY RATE	1 Unit	\$ 160.00
EWO 5	Extend-a-boom forklift w/debris grapple	HOURLY RATE	1 Unit	\$ 87.00
EWO 6	753 Skid Steer w/debris grapple	HOURLY RATE	1 Unit	\$ 87.00
EWO 7	753 Skid Steer Loader w/bucket	HOURLY RATE	1 Unit	\$ 85.00
EWO 8	753 Skid Steer w/Broom	HOURLY RATE	1 Unit	\$ 79.00
EWO 9	Excavator type hoe on rubber w/grapple	HOURLY RATE	1 Unit	\$ 145.00
EWO 10	JD310 or equal TLB	HOURLY RATE	1 Unit	\$ 115.28
EWO 11	Hand fed debris chipper	HOURLY RATE	1 Unit	\$ 149.00
EWO 12	Diamond Z or equal 800 / 1,000 tub grinder	HOURLY RATE	1 Unit	\$ 399.00
EWO 13	40' / 60' Bucket Truck	HOURLY RATE	1 Unit	\$ 269.00
EWO 14	Service Truck	HOURLY RATE	1 Unit	\$ 100.87
EWO 15	Water Truck (2000 Gallons)	HOURLY RATE	1 Unit	\$ 89.00
EWO 16	Portable Light Tower (Lighting 4)	HOURLY RATE	1 Unit	\$ 45.00
EWO 17	Pick-up (w/o driver)	HOURLY RATE	1 Unit	\$ 15.00
EWO 18	Knuckle-boom w/grapple self-loading Dump type truck	HOURLY RATE	1 Unit	\$ 209.00
EWO 19	Single axle dump type truck, 5 / 12 CY	HOURLY RATE	1 Unit	\$ 72.00
EWO 20	Tandem axle dump type truck, 16 / 20 CY	HOURLY RATE	1 Unit	\$ 85.00
EWO 21	Trailer type truck/tractor 24 / 40 CY	HOURLY RATE	1 Unit	\$ 88.00
EWO 22	Trailer type truck/tractor 41 / 60 CY	HOURLY RATE	1 Unit	\$ 90.00
EWO 23	Trailer type truck/tractor 61 / 80 CY	HOURLY RATE	1 Unit	\$ 92.00

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

	DESCRIPTION	UNIT	QTY	COST
LM 1	Operating Manager	HOURLY RATE	1 Unit	\$ 84.00
LM 2	Superintendent w/truck, phone & radio	HOURLY RATE	1 Unit	\$ 75.00
LM 3	Foreman w/truck, phone & radio	HOURLY RATE	1 Unit	\$ 63.00
LM 4	Safety/quality control inspector w/vehicle, phone & radio	HOURLY RATE	1 Unit	\$ 69.00
LM 5	Inspector w/vehicle, phone & radio	HOURLY RATE	1 Unit	\$ 69.00
LM 6	Climber w/gear	HOURLY RATE	1 Unit	\$ 59.00
LM 7	Chain & Hand Saw Operator	HOURLY RATE	1 Unit	\$ 39.00
LM 8	Laborer & Flagman	HOURLY RATE	1 Unit	\$ 37.00
LM 9	Haz-Mat Professional	HOURLY RATE	1 Unit	\$ 59.00
LM 10	Certified Arborist	HOURLY RATE	1 Unit	\$ 69.00
LM 11	Project Manager / Haz-Mat Professional	HOURLY RATE	1 Unit	\$ 69.00

Village of Palmetto Bay
 Finance Department Procurement Action
 AWARD RECOMMENDATION



To: Corrice E. Patterson, Public Works Director

From: Kristy Bada, Procurement Specialist

Date: May 19th, 2014

RFP/ITB#: 1314-11-006 Item/Service: Emergency Debris Removal & Management Services

Attached are apparent low bid(s) and a tabulation for subject items/services requisitioned by your department. Please complete the applicable portion(s) of this form for proper presentation and recommendations by your department for Council approval. Please return this form to the Procurement Specialist as soon as possible. An executed copy of this form will be returned to your department for resolution memo/item preparation.

I. Procurement Comments:

During the administrative review of the bid submittals for RFP 1314-11-006 it was found that Bergeron Emergency Services, Inc., DRC Emergency Services, Inc., and Ceres Environmental Services, Inc. were the most responsive and responsible bidders. The proposal submittals included the majority of the required documentation (please refer to Section II), qualifications and experience, bond capacity referral, references and addendum acknowledgements. The references listed provided positive feedback and further qualified their competence in completing projects of this nature.

II. Recommendation:

a. Which bid is being recommended? Bergeron Emergency Services, Inc., DRC Emergency Services, Inc., and Ceres Environmental Services, Inc.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes ___ No X

If No, is the variance considered: Minor X Major ___

Explain: Response from DRC Emergency Services, LLC included an expired Certificate of Insurance as requested by solicitation. These items do not affect the total bid price and have been requested from the bidder.

c. Is the recommendation the lowest bid received? Yes ___ No X

List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation to this form if necessary:

The recommendation for award is for the second, third and fourth lowest bidder. The first lowest bidder, SRS Inc., was missing required information, did not acquire the experience on similar projects as the other bidders, and the scope of services/methodology and approach was inadequate.

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The review committee, comprised of Corrice E. Patterson, Public Works Director; Danny Casals, Field Operations Supervisor; Darby DelSalle, Planning and Zoning Director; and Kirk Hearin, Parks and Recreation Manager evaluated all proposals received. Kristy Bada, Procurement Specialist, further reviewed all proposal submittals and tabulated the evaluations completed by the review committee, which resulted in Bergeron Emergency Services, Inc., DRC Emergency Services, Inc., and Ceres Environmental Services, Inc. as the highest ranked contractors. Kristy Bada concurs with the results of the review committee evaluations, therefore it is recommended for award the most responsive, and responsible bidders, which is Bergeron Emergency Services, Inc., DRC Emergency Services, Inc., and Ceres Environmental Services, Inc.

IV. Recommendation Approval:

Signature/Date [Signature] 5/19/14
 Kristy Bada, Procurement Specialist

Signature/Date [Signature]
 Corrice E. Patterson, Public Works Director

Signature/Date [Signature] 5/21/14
 Desmond Chin, Finance Director

Signature/Date [Signature]
 Ron E. Williams, Village Manager

V. FDOT Concurrence:

Signature/Date N/A

Name/Title N/A

Village of Palmetto Bay
 Price Form Tabulation Breakdown
 Emergency Debris Removal & Management Services - RFP 1314-11-005
 Bid Open Date: April 16th, 2014 at 3:00pm



SECTION 1: DEBRIS REMOVAL, PROCESSING & DISPOSAL				Ceres Environmental Services Inc.	TFR Enterprises, Inc.	SRS INC.	Bergeron Emergency Services, Inc.	DRC Emergency Services, LLC
LINE #	DESCRIPTION	UNIT	QTY	COST	COST	COST	COST	COST
DSPD 1	Miscellaneous debris	LUMP SUM	1 UNIT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DSPD 2	Pick-up and haul of white goods	EACH	1 UNIT	\$45.00	\$48.00	\$54.00	\$100.00	\$150.00
DSPD 3	Pick-up and disposal of hazardous material	POUND	1 UNIT	\$5.95	\$2.00	\$61.00	\$350.00	\$1.00
DSPD 4	Swapping Curb and Curb	HOURLY RATE	1 UNIT	\$158.00	\$225.00	\$0.00	\$60.00	\$85.00
DSPD 5	Process stump based on FEMA conversion table, May 15, 2007 publication DAP 3513.11	CUBIC YARD	1 UNIT	\$14.99	\$18.00	\$9.67	\$6.15	\$20.00
DSPD 6	Hazardous stump removal, hauling and disposal 6" diameter to 14.25" diameter	EACH	44 UNITS					
DSPD 7	Hazardous stump removal, hauling and disposal 14.25" diameter to 39.25" diameter	EACH	44 UNITS					
DSPD 8	Hazardous stump removal & hauling, disposal 14" diameter to 47.53" diameter	EACH	1 UNIT	\$464.83	\$300.00	\$297.00	\$275.00	\$325.00
DSPD 9	Hazardous stump removal, hauling and disposal 63" diameter and greater	EACH	1 UNIT	\$500.00	\$450.00	\$547.00	\$375.00	\$475.00
DSPD 10	Dead animal collection, transportation and disposal	POUND	1 UNIT	\$1.99	\$1.00	\$3.97	\$5.00	\$1.00
DSPD 11	Debris removal from public property (right-of-way) hauling and disposal at final FDEP approved disposal site within 1000 ft. (DPS)	CUBIC YARD	1 UNIT	\$8.09	\$16.50	\$6.97	\$8.00	\$7.86
DSPD 12	Debris removal from public property (right-of-way) & hauling to EMS within the limits of the Village of Palmetto Bay	EACH CUBIC YARD	1 UNIT	\$7.68	\$8.75	\$6.27	\$6.15	\$6.86
DSPD 13	Debris removal from EMS, hauling & disposal at FDEP approved site within 1000 ft. (DPS)	EACH CUBIC YARD	1 UNIT	\$4.50	\$12.50	\$4.27	\$7.50	\$3.43
DSPD 14	Processing (grinding) of debris at EMS	EACH CUBIC YARD	1 UNIT	\$3.99	\$3.00	N/A	\$3.00	\$3.00
DSPD 15	Hazardous tree removal 12 inch diameter to 18.53 inch diameter (including hauling and disposal)	EACH	13 UNITS	\$65.00	\$115.00	N/A	\$0.00	\$65.00
DSPD 16	Hazardous tree removal 18 inch diameter to 24.53 inch diameter (including hauling and disposal)	EACH	13 UNITS	\$145.00	\$255.00	N/A	\$0.00	\$110.00
DSPD 17	Hazardous tree removal 24 inch diameter to 30.53 inch diameter (including hauling and disposal)	EACH	13 UNITS	\$149.00	\$690.00	N/A	\$200.00	\$260.00
DSPD 18	Hazardous tree removal 30 inch diameter and greater (including hauling and disposal)	EACH	13 UNITS	\$294.00	\$1,800.00	N/A	\$300.00	\$360.00
SECTION 2: EMERGENCY ROAD CLEARANCE								
SECTION 3: EMERGENCY ROAD CLEARANCE (INITIAL CLEARANCE - NOT TO EXCEED 75 HOURS)								
EXC 1	Debris removal from private property & publicly owned property (other than right-of-way) to be hauled and dumped at the South Dade Landfill located at 3399 SW 97 th AV, Gate A, Miami, Florida 33132	CUBIC YARDS	1 UNIT	\$14.17	\$7.90	\$6.77	\$8.50	\$6.86
EXC 2	Material fill dirt for stump holes, purchased, placed & compacted	CUBIC YARDS	1 UNIT	\$13.00	\$26.00	\$9.77	\$12.00	\$15.00
EXC 3	Leaving trees / hanging limbs	CUBIC YARDS EACH	1 UNIT	\$98.00	\$125.00	\$54.00	\$85.00	\$85.00
EXC 4	Demolition of structures	HOURLY RATE CUBIC YARD	1 UNIT	\$14.49	\$18.00	\$397.00	\$25.00	\$14.62
SECTION 4: EQUIPMENT WITH OPERATOR - HOURLY RATES PER LINE ITEM								
EWO 1	JD544 or equal, wheel loader w/debris grapple	HOURLY RATE	1 UNIT	\$155.00	\$175.00	\$130.00	\$115.00	\$115.00
EWO 2	JD544 or equal, wheel loader w/debris grapple	HOURLY RATE	1 UNIT	\$165.00	\$175.00	\$140.00	\$120.00	\$140.00
EWO 3	JD544 or equal, wheel loader w/bucket	HOURLY RATE	1 UNIT	\$150.00	\$175.00	\$130.00	\$115.00	\$115.00
EWO 4	JD544 or equal, wheel loader w/bucket	HOURLY RATE	1 UNIT	\$160.00	\$175.00	\$135.00	\$120.00	\$140.00
EWO 5	Extended-reach forklift w/debris grapple	HOURLY RATE	1 UNIT	\$87.00	\$125.00	\$85.00	\$115.00	\$85.00
EWO 6	253 3600 Steer w/debris grapple	HOURLY RATE	1 UNIT	\$87.00	\$100.00	\$75.00	\$95.00	\$85.00
EWO 7	253 3600 Steer Loader w/bucket	HOURLY RATE	1 UNIT	\$85.00	\$100.00	\$70.00	\$95.00	\$85.00
EWO 8	253 3600 Steer w/broom	HOURLY RATE	1 UNIT	\$79.00	\$100.00	\$70.00	\$95.00	\$85.00
EWO 9	Excavator type hoe on rubber w/grapple	HOURLY RATE	1 UNIT	\$145.00	\$125.00	\$125.00	\$115.00	\$150.00
EWO 10	JD910 or equal T/LB	HOURLY RATE	1 UNIT	\$115.28	\$175.00	\$135.00	\$100.00	\$125.00
EWO 11	Hand fed debris chopper	HOURLY RATE	1 UNIT	\$149.30	\$175.00	\$125.00	\$75.00	\$225.00
EWO 12	Diamond Z or equal 800/1000 lb grinder	HOURLY RATE	1 UNIT	\$399.00	\$900.00	\$325.00	\$550.00	\$350.00
EWO 13	47' 6" Bucket Truck	HOURLY RATE	1 UNIT	\$259.00	\$200.00	\$135.00	\$175.00	\$225.00
EWO 14	Service Truck	HOURLY RATE	1 UNIT	\$100.87	\$160.00	\$105.00	\$100.00	\$85.00
EWO 15	Water Truck (2000 Gallons)	HOURLY RATE	1 UNIT	\$89.00	\$100.00	\$140.00	\$100.00	\$85.00
EWO 16	Portable Light Tower (Lighting 4)	HOURLY RATE	1 UNIT	\$45.00	\$100.00	\$10.00	\$45.00	\$100.00
EWO 17	Pick-up (w/o driver)	HOURLY RATE	1 UNIT	\$15.00	\$25.00	\$20.00	\$25.00	\$25.00
EWO 18	Extended-reach w/grapple self-loading Dump type truck	HOURLY RATE	1 UNIT	\$109.00	\$125.00	\$130.00	\$145.00	\$150.00
EWO 19	Single axle dump type truck, 5 / 10 CY	HOURLY RATE	1 UNIT	\$72.00	\$100.00	\$95.00	\$55.00	\$90.00
EWO 20	Trailer axle dump type truck, 45 / 30 CY	HOURLY RATE	1 UNIT	\$85.00	\$150.00	\$100.00	\$75.00	\$100.00
EWO 21	Trailer type truck/tractor 14 / 40 CY	HOURLY RATE	1 UNIT	\$88.00	\$175.00	\$65.00	\$100.00	\$110.00
EWO 22	Trailer type truck/tractor 17 / 60 CY	HOURLY RATE	1 UNIT	\$90.00	\$220.00	\$85.00	\$120.00	\$120.00
EWO 23	Trailer type truck/tractor 41 / 80 CY	HOURLY RATE	1 UNIT	\$92.00	\$250.00	\$105.00	\$150.00	\$130.00
SECTION 5: LABOR & MATERIAL - HOURLY RATES PER LINE ITEM								
LM 1	Operating Manager	HOURLY RATE	1 UNIT	\$84.00	\$75.00	\$65.00	\$75.00	\$110.00
LM 2	Superintendent w/truck, phone & radio	HOURLY RATE	1 UNIT	\$75.00	\$120.00	\$65.00	\$65.00	\$90.00
LM 3	Foreman w/truck, phone & radio	HOURLY RATE	1 UNIT	\$63.00	\$100.00	\$55.00	\$55.00	\$85.00
LM 4	Safety/Quality Control Inspector w/truck	HOURLY RATE	1 UNIT	\$69.00	\$100.00	\$55.00	\$75.00	\$75.00
LM 5	Inspector w/truck, phone & radio	HOURLY RATE	1 UNIT	\$69.00	\$100.00	\$50.00	\$55.00	\$60.00
LM 6	Clearance w/grape	HOURLY RATE	1 UNIT	\$59.00	\$65.00	\$40.00	\$90.00	\$90.00
LM 7	Chain & Hoop Saw Operator	HOURLY RATE	1 UNIT	\$39.00	\$45.00	\$35.00	\$31.00	\$45.00
LM 8	Laborer & Flagman	HOURLY RATE	1 UNIT	\$37.00	\$35.00	\$30.00	\$35.00	\$37.00
LM 9	Para-Mat Professional	HOURLY RATE	1 UNIT	\$59.00	\$100.00	\$75.00	\$150.00	\$85.00
LM 10	Certified Arborist	HOURLY RATE	1 UNIT	\$69.00	\$60.00	\$70.00	\$150.00	\$95.00
LM 11	Project Manager / Para-Mat Professional	HOURLY RATE	1 UNIT	\$69.00	\$100.00	\$75.00	\$150.00	\$95.00
Total				\$5,729.13	\$9,286.65	\$4,610.69	\$5,557.30	\$5,836.63

Note: Strike through denotes material error by bidder.

Prepared & Checked by: Meghan J. Alexander
 Publisher: Daily Business Review

Prepared and Checked by: Meghan J. Alexander
 Village Clerk

Village of Palmetto Bay
 Price Form Tabulation Breakdown
 Emergency Debris Removal & Management Services - RFP 1314-11-006
 Bid Open Date: April 16th, 2014 at 3:00pm



	Ceres Environmental Services Inc.	TFR Enterprises, Inc.	SRS INC.	Bergeron Emergency Services, Inc.	DRC Emergency Services, LLC
Total Bid:	\$5,729.13	\$9,286.65	\$4,610.69	\$5,557.30	\$5,836.63
Proposal Checklist:					
Pre-bid Conference	✓	✓	✓	✓	✓
Price Form completed and executed in accordance with the Terms and Conditions, and the Scope of Services	✓	✓	Missing four (4) Price items ✗	✓	✓
Bonding Capacity Letter	✓	✓	✓	✓	✓
Bidder Qualifications	✓	✓	✓	✓	✓
Completeness of Proposal Submittal	✓	✓	Missing Municipal Client List in Florida ✗	✓	Insurance Certificate Expired ✗
Copies of Bid	✓	✓	✓	✓	✓
Submittal of Village Required Forms	✓	✓	✓	✓	✓
Addendum Acknowledgment	✓	✓	✓	✓	✓
References	✓	✓	✓	✓	✓

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Monday, March 17th, 2014
 Publication(s): Daily Business Review

Opened and Received By: Melvin J. Alexander,
 Village Clerk

Village of Palmetto Bay
Emergency Debris Removal and Management Services
RFP 1314-11-006
Proposal Evaluations Final Score Tabulation



Vendor	1	2	3	4	Total (Max:400 pts.)	Average Score (Max:100)	Ranking
Bergeron Emergency Services, Inc.	98	87	69	86	340	85.00	1
DRC Emergency Services, Inc.	90	86	70	91	337	84.25	2
Ceres Environmental Services, Inc.	90	88	66.5	87	331.5	82.88	3
SRS Inc.	85	75	85.5	84	329.5	82.38	4
TFR Enterprises, Inc.	70	62	48.5	76	256.5	64.13	5

Date Advertised: Monday, March 17th, 2014
 Publication(s): Daily Business Review

Opened and Received By: Melghan J. Alexander,
 Village Clerk

Exhibit A

VILLAGE OF PALMETTO BAY

EMERGENCY DEBRIS REMOVAL & MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and BERGERON EMERGENCY SERVICES, INC. authorized to do business in the State of Florida, (hereinafter referred to as "Vendor" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on Monday, March 17, 2014, and

WHEREAS, Vendor submitted a Proposal dated Wednesday, April 16, 2014 in response to the Village's request, and

WHEREAS, at a meeting held on Monday, June 2, 2014, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the RFP and Vendor's Proposal submitted in response to the RFP ("Services"),

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

Article 1 Incorporation by Reference.

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

- (i) Specifications and Proposal Documents, Addenda's prepared by the Village for Emergency Debris Removal & Management Services RFP No. 1314-11-006 (Exhibit 1).
- (ii) Proposal for the Village of Palmetto Bay prepared by Vendor dated Wednesday, April 16, 2014 (Exhibit 2).

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

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

Article 2 Scope of Work

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

B. Vendor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the Village; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit 1.

Article 3 Qualifications

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

Article 4 Payment and/or Fees

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

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

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

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

Article 5 Reports

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

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

Article 6 Termination

A. Termination/Cancellation of Contract Without Cause

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

B. Termination Because of Default

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

Article 7 Hold Harmless and Indemnification of the Village

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

Article 8 Contract Term

The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two, one year (12 months) terms. In the event the Village decides to exercise the one year (12 months) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Bidder prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement.

Article 9 Audit and Inspection Rights

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

Article 10 Federal and State Tax

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

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

Article 11 Indemnification

Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendor or its employees, agents, servants, partners, principals or sub-Vendors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise

provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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

Article 12 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Vendor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage - designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Vendor liability insurance - \$1,000,000

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

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

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

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor shall

be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

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

Article 13 Modification/Amendment

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

Article 14 Severability

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

Article 15 Governing Law

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

Article 16 Waiver

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

Article 17 Notices/Authorized Representatives

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

Village:

Ron E. Williams, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Vendor:

Ronald M. Bergeron, Jr., President
Bergeron Emergency Services, Inc.
19612 SW 69th Place
Ft. Lauderdale, FL 33332

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

Article 18 Independent Vendor

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

Article 19 Assignment

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

Article 20 Prohibition Against Contingent Fees

Vendor warrants that it has no employees or retained any Vendor or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Vendor, corporation, individual or Vendor, other than a

bond fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Vendor all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 22 Conflict of Interest

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

Article 23 Binding Effect

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

Article 24 Entire Agreement

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

Article 25 Captions and Paragraph Headings

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

Article 26 Joint Preparation

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

Article 27 Counterparts

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

Article 28 Exhibits are Inclusionary

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

Article 29 Jurisdiction And Venue

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

Article 30 Sovereign Immunity And Attorney's Fees.

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

Article 31 Permits, Licenses and Filing Fees

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

Article 32 Safety Provisions

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

Article 33 Public and Employee Safety

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

Article 34 Preservation of Village Property

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

Article 35 Immigration Act of 1986

The Vendor warrants on behalf of itself and all sub-Vendors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 36 Vendor Non-Discrimination

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

Article 37 Accuracy of Specifications

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

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

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

Article 38 Warranty Of Authority

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

Article 39 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Article 40 Liquidated Damages

Should the Vendor fail to complete requirements set forth in this scope of work, the Village will suffer damage. The amount of damage suffered by the Village is difficult, if not impossible to determine at this time. Therefore the Vendor shall pay the Village, as liquidated damages, the following:

- a. The Vendor shall pay the Village, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the Village with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.
- b. The Vendor shall pay the Village, as liquidated damages, \$500.00 per load of disaster debris collected in the Village that is not disposed of at a Village approved DMS or Village approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damages does not release the Vendor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Vendor shall pay the Village, as liquidated damages, \$500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the Village should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

Article 41 Bonds

The Vendor will be required to provide Performance and Payment Bonds in the amount of \$1,000,000 within three (3) calendar days of a written 'Notice to Proceed' by the Village. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety.

Article 42 Waiver of Liens

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

Article 43 Independent Contractor

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

Continued on next page.

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

OWNER

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____

Ron E. Williams
Print Name

Village Manager
Title

ATTEST

Meighan J. Alexander
Village Clerk

APPROVED AS TO FORM BY

Dexter Lehtinen
Village Attorney

VENDOR

Bergeron Emergency Services, Inc.

ADDRESS

19612 SW 69TH Place
Ft. Lauderdale, FL 33332

BY _____

Ronald M. Bergeron, Jr.
Print Name

President
Title

Witness

Print Name

Exhibit B

VILLAGE OF PALMETTO BAY

EMERGENCY DEBRIS REMOVAL & MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and DRC Emergency Services, LLC authorized to do business in the State of Florida, (hereinafter referred to as "Vendor" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on Monday, March 17, 2014, and

WHEREAS, Vendor submitted a Proposal dated Wednesday, April 16, 2014 in response to the Village's request, and

WHEREAS, at a meeting held on Monday, June 2, 2014, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the RFP and Vendor's Proposal submitted in response to the RFP ("Services"),

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

Article 1 Incorporation by Reference.

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

- (i) Specifications and Proposal Documents, Addenda's prepared by the Village for Emergency Debris Removal & Management Services RFP No. 1314-11-006 (Exhibit 1).
- (ii) Proposal for the Village of Palmetto Bay prepared by Vendor dated Wednesday, April 16, 2014 (Exhibit 2).

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

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

Article 2 Scope of Work

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

B. Vendor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the Village; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit 1.

Article 3 Qualifications

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

Article 4 Payment and/or Fees

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

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

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

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

Article 5 Reports

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

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

Article 6 Termination

A. Termination/Cancellation of Contract Without Cause

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

B. Termination Because of Default

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

Article 7 Hold Harmless and Indemnification of the Village

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

Article 8 Contract Term

The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two, one year (12 months) terms. In the event the Village decides to exercise the one year (12 months) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Bidder prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement.

Article 9 Audit and Inspection Rights

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

Article 10 Federal and State Tax

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

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

Article 11 Indemnification

Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendor or its employees, agents, servants, partners, principals or sub-Vendors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise

provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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

Article 12 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Vendor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Vendor liability insurance - \$1,000,000

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

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

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

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor shall

be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

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

Article 13 Modification/Amendment

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

Article 14 Severability

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

Article 15 Governing Law

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

Article 16 Waiver

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

Article 17 Notices/Authorized Representatives

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

Village:

Ron E. Williams, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Vendor:

Byron Jorns, Director of Governmental Affairs
DRC Emergency Services, LLC
500 South Australian Avenue, Suite 600
West Palm Beach, FL 33401

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

Article 18 Independent Vendor

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

Article 19 Assignment

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

Article 20 Prohibition Against Contingent Fees

Vendor warrants that it has no employees or retained any Vendor or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Vendor, corporation, individual or Vendor, other than a

bond fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Vendor all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 22 Conflict of Interest

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

Article 23 Binding Effect

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

Article 24 Entire Agreement

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

Article 25 Captions and Paragraph Headings

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

Article 26 Joint Preparation

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

Article 27 Counterparts

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

Article 28 Exhibits are Inclusionary

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

Article 29 Jurisdiction And Venue

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

Article 30 Sovereign Immunity And Attorney's Fees.

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

Article 31 Permits, Licenses and Filing Fees

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

Article 32 Safety Provisions

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

Article 33 Public and Employee Safety

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

Article 34 Preservation of Village Property

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

Article 35 Immigration Act of 1986

The Vendor warrants on behalf of itself and all sub-Vendors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 36 Vendor Non-Discrimination

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

Article 37 Accuracy of Specifications

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

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

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

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

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In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

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Should the Vendor fail to complete requirements set forth in this scope of work, the Village will suffer damage. The amount of damage suffered by the Village is difficult, if not impossible to determine at this time. Therefore the Vendor shall pay the Village, as liquidated damages, the following:

- a. The Vendor shall pay the Village, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the Village with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.
- b. The Vendor shall pay the Village, as liquidated damages, \$500.00 per load of disaster debris collected in the Village that is not disposed of at a Village approved DMS or Village approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damages does not release the Vendor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Vendor shall pay the Village, as liquidated damages, \$500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

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Article 41 Bonds

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Article 42 Waiver of Liens

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

Article 43 Independent Contractor

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

Continued on next page.

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

OWNER

Village of Palmetto Bay
Inc.

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____

Ron E. Williams
Print Name

Village Manager
Title

ATTEST

Meighan J. Alexander
Village Clerk

APPROVED AS TO FORM BY

Dexter Lehtinen
Village Attorney

VENDOR

DRC Emergency Services, LLC

ADDRESS

500 South Australian Avenue, Suite 600
West Palm Beach, FL 33401

BY _____

Byron Jorns
Print Name

Director of Governmental Affairs
Title

Witness

Print Name

Exhibit C

VILLAGE OF PALMETTO BAY

EMERGENCY DEBRIS REMOVAL & MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and Ceres Environmental Services, Inc. authorized to do business in the State of Florida, (hereinafter referred to as "Vendor" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on Monday, March 17, 2014, and

WHEREAS, Vendor submitted a Proposal dated Wednesday, April 16, 2014 in response to the Village's request, and

WHEREAS, at a meeting held on Monday, June 2, 2014, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the RFP and Vendor's Proposal submitted in response to the RFP ("Services"),

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

Article 1 Incorporation by Reference.

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

- (i) Specifications and Proposal Documents, Addenda's prepared by the Village for Emergency Debris Removal & Management Services RFP No. 1314-11-006 (Exhibit 1).
- (ii) Proposal for the Village of Palmetto Bay prepared by Vendor dated Wednesday, April 16, 2014 (Exhibit 2).

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

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

Article 2 Scope of Work

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

B. Vendor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the Village; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit 1.

Article 3 Qualifications

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

Article 4 Payment and/or Fees

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

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

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

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

Article 5 Reports

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

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

Article 6 Termination

A. Termination/Cancellation of Contract Without Cause

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

B. Termination Because of Default

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

Article 7 Hold Harmless and Indemnification of the Village

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

Article 8 Contract Term

The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two, one year (12 months) terms. In the event the Village decides to exercise the one year (12 months) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Bidder prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement.

Article 9 Audit and Inspection Rights

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

Article 10 Federal and State Tax

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

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

Article 11 Indemnification

Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendor or its employees, agents, servants, partners, principals or sub-Vendors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise

provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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

Article 12 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Vendor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage - designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Vendor liability insurance - \$1,000,000

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

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

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

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor shall

be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

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

Article 13 Modification/Amendment

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

Article 14 Severability

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

Article 15 Governing Law

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

Article 16 Waiver

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

Article 17 Notices/Authorized Representatives

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

Village:

Ron E. Williams, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Vendor:

Steven M. Johnson, Corporate Secretary
Ceres Environmental Services, Inc.
3825 85TH Avenue North
Brooklyn Park, MN 55443

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

Article 18 Independent Vendor

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

Article 19 Assignment

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

Article 20 Prohibition Against Contingent Fees

Vendor warrants that it has no employees or retained any Vendor or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Vendor, corporation, individual or Vendor, other than a

bond fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Vendor all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 22 Conflict of Interest

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

Article 23 Binding Effect

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

Article 24 Entire Agreement

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

Article 25 Captions and Paragraph Headings

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

Article 26 Joint Preparation

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

Article 27 Counterparts

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

Article 28 Exhibits are Inclusionary

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

Article 29 Jurisdiction And Venue

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

Article 30 Sovereign Immunity And Attorney's Fees.

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

Article 31 Permits, Licenses and Filing Fees

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

Article 32 Safety Provisions

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

Article 33 Public and Employee Safety

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

Article 34 Preservation of Village Property

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

Article 35 Immigration Act of 1986

The Vendor warrants on behalf of itself and all sub-Vendors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 36 Vendor Non-Discrimination

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

Article 37 Accuracy of Specifications

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

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

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

Article 38 Warranty Of Authority

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

Article 39 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Article 40 Liquidated Damages

Should the Vendor fail to complete requirements set forth in this scope of work, the Village will suffer damage. The amount of damage suffered by the Village is difficult, if not impossible to determine at this time. Therefore the Vendor shall pay the Village, as liquidated damages, the following:

- a. The Vendor shall pay the Village, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the Village with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.
- b. The Vendor shall pay the Village, as liquidated damages, \$500.00 per load of disaster debris collected in the Village that is not disposed of at a Village approved DMS or Village approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damages does not release the Vendor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Vendor shall pay the Village, as liquidated damages, \$500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the Village should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

Article 41 Bonds

The Vendor will be required to provide Performance and Payment Bonds in the amount of \$1,000,000 within three (3) calendar days of a written 'Notice to Proceed' by the Village. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety.

Article 42 Waiver of Liens

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

Article 43 Independent Contractor

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

Continued on next page.

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

OWNER

Village of Palmetto Bay
Inc.

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

VENDOR

Ceres Environmental Services, Inc.

ADDRESS

3825 85th Avenue North
Brooklyn Park, MN 55443

BY _____

Ron E. Williams
Print Name

Village Manager
Title

ATTEST

Meighan J. Alexander
Village Clerk

APPROVED AS TO FORM BY

Dexter Lehtinen
Village Attorney

By: _____

Steven M. Johnson
Print Name

Corporate Secretary
Title

Witness

Print Name