

# REQUEST FOR PROPOSALS (RFP)

Disaster Recovery Services

2018-002-JC

DRAFT

**RFP ISSUANCE DATE: MARCH 7, 2018**

**PROPOSALS DUE: APRIL 20, 2018 @ 3:00 PM**

**ISSUED BY:**

**MIAMIBEACH**

Jason Crouch, Procurement Contracting Officer  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
1755 Meridian Ave, 3<sup>rd</sup> Floor, Miami Beach, FL 33139  
305.673.7000 x6694 | [jasoncrouch@miamibeachfl.gov](mailto:jasoncrouch@miamibeachfl.gov) | [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

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## SECTION 0200

## INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

**1. GENERAL.** This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes **PublicPurchase** ([www.publicpurchase.com](http://www.publicpurchase.com)) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

### **2. PURPOSE.**

The City of Miami Beach is seeking proposals from qualified disaster recovery contractors to provide technical expertise and guidance, to support the City during emergency recovery efforts following declared disaster event(s). Such services includes, but is not limited to the following: vegetative debris removal, construction and demolition removal (C&D), road clearance, staging, disposal, hazardous waste removal, labor, supervision, equipment, materials, facilities, power, communications, and other services and supplies necessary for, or incidental to, the performance of the debris removal and disposal services described herein. Because disaster events often result in significant quantities of disaster debris, which can pose a threat to life and property, the City has decided to procure, in advance of any disaster, a standby, pre-event contract for the removal, management, and disposal of disaster debris under the eligibility guidelines developed by the Federal Emergency Management Agency.

### **3. ANTICIPATED RFP TIMETABLE.** The tentative schedule for this solicitation is as follows:

<b>RFP Issued</b>	<b>March 7, 2018</b>
<b>Pre-Proposal Meeting</b>	<b>March 28, 2018 at 10:00 AM</b>
<b>Deadline for Receipt of Questions</b>	<b>April 10, 2018 at 5:00 PM</b>
<b>Responses Due</b>	<b>April 20, 2018 at 3:00 PM</b>
<b>Evaluation Committee Review</b>	<b>TBD</b>
<b>Proposer Presentations</b>	<b>TBD</b>
<b>Tentative Commission Approval Authorizing Negotiations</b>	<b>TBD</b>
<b>Contract Negotiations</b>	<b>Following Commission Approval</b>

**4. PROCUREMENT CONTACT.** Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:  
Jason Crouch

Telephone:  
305-673-7000 x6694

Email:  
jasoncrouch@miamibeachfl.gov

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

**5. PRE-PROPOSAL MEETING OR SITE VISIT(S).** Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFP Timetable section above at the following address:

**City of Miami Beach  
Procurement Department, 3<sup>rd</sup> Floor  
1755 Meridian Ave  
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 9415468

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

**6. PRE-PROPOSAL INTERPRETATIONS.** Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFP by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

**7. CONE OF SILENCE.** This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at [rafaelgranado@miamibeachfl.gov](mailto:rafaelgranado@miamibeachfl.gov)

**8. SPECIAL NOTICES.** You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
  
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

**9. PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**10. COMPLAINT WITH THE CITY'S LOBBYIST LAWS.** This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

**11. DEBARMENT ORDINANCE:** This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

**12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS.** This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

**13. CODE OF BUSINESS ETHICS.** Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**14. AMERICAN WITH DISABILITIES ACT (ADA).** Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

**15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS.** The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

**16. PROTESTS.** Proposers that are not selected may protest any recommendation for selection of award in accordance with eh proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

**17. PERFORMANCE BOND.** The CONTRACTOR shall provide a performance bond in the amount of \$500,000. The CONTRACTOR shall indicate the cost of the bond on the attached fee schedule. The Contractor's bond costs will be paid in full by the CITY in the first payment under the contract after the occurrence of a storm event.

**18. VETERAN BUSINESS ENTERPRISES PREFERENCE.** Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFP, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

**19. DETERMINATION OF AWARD.** The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

**20. NEGOTIATIONS.** Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

**21. Postponement/Cancellation/Acceptance/Rejection.** The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the contract by the City Commission.

**22. PROPOSER'S RESPONSIBILITY.** Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

**23. COSTS INCURRED BY PROPOSERS.** All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

**24. RELATIONSHIP TO THE CITY.** It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

**24. OCCUPATIONAL HEALTH AND SAFETY.** In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

**25. ENVIRONMENTAL REGULATIONS.** The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

**26. TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.

**27. MISTAKES.** Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will



be at the Proposer's risk and may result in the Proposal being non-responsive.

**28. PAYMENT.** Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

**29. COPYRIGHT, PATENTS & ROYALTIES.** Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**30. DEFAULT:** Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

**31. MANNER OF PERFORMANCE.** Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

**32. SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

**33. NON-DISCRIMINATION.** The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

**34. DEMONSTRATION OF COMPETENCY.** The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:



- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

**35. ASSIGNMENT.** The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

**36. LAWS, PERMITS AND REGULATIONS.** The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

**37. OPTIONAL CONTRACT USAGE.** When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

**38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR.** It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

**39. DISPUTES.** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

**40. INDEMNIFICATION.** The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City 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 the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer

expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

**41. CONTRACT EXTENSION.** The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

**42. FLORIDA PUBLIC RECORDS LAW.** Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**43. OBSERVANCE OF LAWS.** Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

**44. CONFLICT OF INTEREST.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**45. MODIFICATION/WITHDRAWALS OF PROPOSALS.** A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

**46. EXCEPTIONS TO RFP.** Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion,

may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

**47. ACCEPTANCE OF GIFTS, FAVORS, SERVICES.** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

**48. SUPPLEMENTAL INFORMATION.** City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process, unless otherwise noted herein.

**49. ADDITIONAL SERVICES.** Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to \$50,000) or the City Manager (for additional items greater than \$50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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## SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

**1. SEALED RESPONSES.** One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

**2. LATE BIDS.** Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

**3. PROPOSAL FORMAT.** In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1	Cover Letter & Minimum Qualifications Requirements
<p><b>1.1 Cover Letter and Table of Contents.</b> The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.</p> <p><b>1.2 Proposal Certification, Questionnaire &amp; Requirements Affidavit (Appendix A).</b> Attach Appendix A fully completed and executed.</p> <p><b>1.3 Minimum Qualifications Requirements.</b> Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.</p>	
TAB 2	Experience & Qualifications
<p><b>2.1 Qualifications of Proposing Firm.</b> Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone &amp; email, and year(s) and term of engagement.</p> <p><b>2.2 Qualifications of Proposer Team.</b> Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.</p> <ul style="list-style-type: none"> <li>Provide a listing of in-house personnel to be used on the project and their qualifications for performing, managing, directing or documenting disaster debris removal work. A resume including education, experience, licenses and any other pertinent information shall be included for each team member.</li> </ul> <p><b>2.3 Financial Capacity.</b> Each Proposer shall arrange, at the request of the City, for Dun &amp; Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&amp;B at:</p>	

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

**TAB 3      Approach and Methodology**

Submit detailed information on how proposer plans to accomplish the required scope of services, including detailed information which addresses, but need not be limited to: disaster mobilization plan, subcontractor resources, project timeline, phasing and staging considerations, and risk mitigation for assuring project is managed according to the needs of the City and its Debris Management Plan (DMP). The following shall be included in the proposal response:

**3.1** The proposer's approach to subcontracting work, including but not limited to the respondent's processes for selecting and training subcontractors to manage disaster events.

**3.2** A detailed plan for operating debris management sites for the City of Miami Beach, addressing any applicable State and Federal laws and regulations.

**3.3** A detailed plan for disaster debris removal operations, to include proposer's approach to mobilization, a proposed schedule/timeline for operations, safety procedures, and project management approach.

**3.4** Proposer's experience on past disaster projects in identifying and maximizing opportunities to recycle or reuse debris generated by a disaster event(s), with attention to how such opportunities would be implemented for the City of Miami Beach.

**3.5** A narrative on how the proposer intends to collaborate with City of Miami Beach agencies, departments, and other agencies before, during and following a disaster event including participation in and provision of periodic drills and trainings.

**TAB 4      Cost Proposal**

Submit a completed Cost Proposal Form (Appendix E).

**Note:** After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

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**SECTION 0400**      **PROPOSAL EVALUATION**

**1. Evaluation Committee.** An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

**2. Step 1 Evaluation.** The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions.

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications, including Financial Capability	40
Approach and Methodology	35
<b>TOTAL AVAILABLE STEP 1 POINTS</b>	<b>75</b>

**3. Step 2 Evaluation.** Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	
Cost Proposal	25
Veterans Preference	5
<b>TOTAL AVAILABLE STEP 2 POINTS</b>	<b>30</b>

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**4. Cost Proposal Evaluation.** The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Cost				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

**5. Determination of Final Ranking.** At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

\* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

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# APPENDIX A

## MIAMI BEACH

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# Proposal Certification, Questionnaire & Requirements Affidavit

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Disaster Recovery Services  
2018-002-JC

PROCUREMENT DEPARTMENT  
1755 MERIDIAN AVE, 3<sup>RD</sup> FLOOR  
MIAMI BEACH, FLORIDA 33139

Solicitation No: 2018-002-JC	Solicitation Title: Disaster Recovery Services	
Procurement Contact: Jason Crouch	Tel: 305-673-7000 x6694	Email: jasoncrouch@miamibeachfl.gov

## PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

**Purpose:** The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

### 1. General Proposer Information.

FIRM NAME:	
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

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1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?  
☐ YES ☐ NO

**SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**SUBMITTAL REQUIREMENT:** Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?  
☐ YES ☐ NO

**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

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7. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?  
☐ YES ☒ NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?  
☐ YES ☒ NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

12. **Fair Chance Requirement.** Beginning on December 1, 2016, the city shall not enter into a contract, resulting from a competitive solicitation issued pursuant to this article, with a business unless the business certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the city's Fair Chance Ordinance, set forth in article V of chapter 62 of this Code.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

## DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

## PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA                    )  
  )  
County of \_\_\_\_\_) stated that (s)he is the \_\_\_\_\_  
of \_\_\_\_\_, a corporation, and that the instrument was signed in behalf of  
the said corporation by authority of its board of directors and acknowledged said  
instrument to be its voluntary act and deed. Before me:

\_\_\_\_\_  
Notary Public for the State of Florida  
My Commission Expires: \_\_\_\_\_.



# APPENDIX B

## MIAMI BEACH

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### “No Bid” Form

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#### Disaster Recovery Services 2018-002-JC

PROCUREMENT DEPARTMENT  
1755 MERIDIAN AVE, 3<sup>RD</sup> FLOOR  
MIAMI BEACH, FLORIDA 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

## **Statement of No Bid**

**WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:**

☐ Workload does not allow us to proposal

☐ Insufficient time to respond

☐ Specifications unclear or too restrictive

☐ Unable to meet specifications

☐ Unable to meet service requirements

☐ Unable to meet insurance requirements

☐ Do not offer this product/service

☐ OTHER. (Please specify)

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We do ☐ do not ☐ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Legal Company Name:** \_\_\_\_\_

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Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

**PLEASE RETURN TO:**  
**CITY OF MIAMI BEACH**  
**PROCUREMENT DEPARTMENT**  
**ATTN: Jason Crouch**  
**PROPOSAL #2018-002-JC**  
**1755 Meridian Ave, 3<sup>rd</sup> Floor**  
**MIAMI BEACH, FL 33139**

# APPENDIX C

## MIAMI BEACH

# Minimum Requirements & Specifications

Disaster Recovery Services  
2018-002-JC

PROCUREMENT DEPARTMENT  
1755 MERIDIAN AVE, 3<sup>RD</sup> FLOOR  
MIAMI BEACH, FLORIDA 33139

## **C1. MINIMUM ELIGIBILITY REQUIREMENTS**

The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, with its proposal, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. Proposer must have a minimum of five (5) years of experience providing debris removal services, and shall demonstrate that it has performed at least three (3) debris removal projects, as prime contractor, during the past ten (10) years, on projects involving a minimum of 250,000 cubic yards of debris.

**Required Submittals:** For each client/project reference (minimum of 3), the following information is required: 1) client name, 2) contact individual name & title, 3) address, 4) telephone, 5) contact's email, 6) narrative on scope of services provided; 7) contract dates of removal services; 8) total cubic yards responsible

## **C2. STATEMENT OF WORK REQUIRED**

The City of Miami Beach is seeking proposals from qualified disaster recovery contractors to provide technical expertise and guidance, to support the City during emergency recovery efforts following declared disaster event(s). Such services includes, but is not limited to the following: vegetative debris removal, construction and demolition removal (C&D), white goods, electronic debris, road clearance, staging, disposal, hazardous waste removal, debris separation, labor, supervision, equipment, materials, facilities, power, communications, security and other services and supplies necessary for, or incidental to, the performance of the debris removal and disposal services described herein. Because disaster events often result in significant quantities of disaster debris, which can pose a threat to life and property, the City has decided to procure, in advance of any disaster, a standby, pre-event contract for the removal, management, and disposal of disaster debris under the eligibility guidelines developed by the Federal Emergency Management Agency.

## **C3. TECHNICAL SPECIFICATIONS**

### **3.1 Minimum Staffing Requirements.**

Proposers must familiarize themselves with City's Debris Management Plan (to be provided at pre-proposal conference), including but not limited to the City's division of its geographic area into 16 work zones.

The Contractor must be able to expand or contract operations based on the size and nature of the disaster and in consultation with the City. However, the contractor must, within 48 hours of written authorization to proceed by the City, deploy no less than one (1) full debris removal crew in each of the 16 zones, capable of removing a minimum of 200 yards per day to the TDSR (see current FEMA guidance on debris removal crew and equipment makeup). Contractor must provide all labor, equipment and materials required to complete any tasks under this contract.

### **3.2 Debris Removal and Management.**

Contractor shall be responsible for the removal and proper management of disaster-related debris posing a threat to life or property. Contractor shall proceed under individual work authorizations approved by the City. Work shall be limited to eligible debris within the scope of work as defined by the RFP and by relevant

FEMA guidelines and regulations.

### **3.3 Supervision by Successful Proposer.**

Under the general oversight of the City, Contractor shall supervise and direct all of its work, workers, subcontractors, and equipment. Contractor is solely responsible for the means, methods, techniques, sequences, safety programs, and procedures utilized. Contractor shall employ and maintain on the work sites a qualified Supervisor(s) who shall have full authority to act on behalf of Contractor, and all communications given to the supervisor in writing by the City shall be as binding as if given to Contractor.

### **3.4 Technical Assistance.**

Contractor shall provide disaster recovery technical assistance to City's Administration. This service shall include debris documentation and management for the FEMA public assistance program, including planning, training, and exercise development.

### **3.5 Quality Assurance.**

Contractor shall provide sufficient supervision and programmatic controls to ensure compliance with procedural and regulatory standards established by FEMA, State of Florida, and the City of Miami Beach.

### **3.6 Emergency Road Clearance.**

Contractor shall accomplish the cutting, tossing, and/or pushing of debris, hanging limbs, or leaning trees from primary roads as identified and directed by the City. The debris shall be stacked on the right-of-way to allow passage of vehicles along the primary transportation routes. To the extent permissible under controlling FEMA debris monitoring guidelines, this work shall be accomplished using the hourly labor and equipment rates provided in the Cost Proposal of this PFP.

### **3.7 Operation of Temporary Debris Storage and Reduction Sites ("TDSR").**

The City currently has one site approved for use as a TDSR, which is located at 2800 Meridian Avenue, Miami Beach, FL 33139. In the event an additional TDSR is required, the City of Miami Beach will coordinate site establishment and permitting activities.

The Meridian Avenue site is currently permitted for use as a green waste facility. The Florida Department of Environmental Protection (DEP) has approved its use as a TDSR in prior tropical storms and hurricanes. The City makes available any TDSR site to the Contractor at no lease/rent charge; however, the Contractor is responsible for all TDSR operations (including development, preparation and maintenance of the site during debris operations, including maintaining daily logs, preparing site progress reports, and enforcing safety and permitting requirements during site operations) and Contractor shall be responsible for site closure to pre-use conditions in accordance with DEP requirements.

Contractor's TDSR site development, preparation and facilities maintenance includes installation of entry and exit roads, and interior road(s), placement of temporary facilities such as office space, towers, security and traffic control devices for the entire period of debris operations through site restoration. . If necessary, Contractor shall provide for gravel/lime rock placement for TDSR roads that require stabilization for ingress and egress and all other site developments in accordance with the attached unit cost bid breakdown.

Payment for Contractor's operation, management, restoration and closure of TDSR shall be a per-cubic-yard price based on the volume of unprocessed vegetative and C&D debris entering the TDSR.

### **3.8 Vegetative Debris Removal from Rights-of-Way (ROW) to TDSR within City Limits.**

As directed by the City, Contractor shall load and haul all eligible vegetative debris from City owned properties and public ROW to a TDSR within the City limits (see information above regarding approved and

potential TDSR locations). This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs and trees removed by the Proposer under pay items below and placed on public property or ROW. Payment shall be on a per cubic yard basis.

### **3.9 Reduction of Vegetative Debris by Grinding at TDSR.**

The Contractor may, at City's option, be required to reduce vegetative debris by grinding. Price shall be on a per cubic yard basis (volume prior to reduction).

### **3.10 Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade Central Transfer Station.**

Contractor may, at City's option, be required under this line item to load and haul vegetative debris that has been reduced by grinding at the TDSR to the Miami-Dade Central Transfer Station located at 1150 NW 20th Street in the City of Miami, or other approved location. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

### **3.11 Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade North Dade Landfill.**

Contractor may, at City's option, be required under this line item to load and haul vegetative debris that has been reduced by grinding at the TDSR to the Miami-Dade North Dade Landfill located at 21500 NW 47 Avenue, Miami, FL 33055 in the City of Miami, or other approved location. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

### **3.12 Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade Resource Recovery Center.**

Contractor may, at City's option, be required under this line item to load and haul vegetative debris that has been reduced by grinding at the TDSR to the Miami-Dade Resource Recovery Center located at 6990 NW 97th Ave, Doral, FL or other approved location. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

### **3.13 Vegetative Debris Removal from Rights-of-Way (ROW) directly to Final Disposal Location.**

As directed by the City, and if a TDSR is not utilized, Contractor shall load and haul all eligible vegetative debris from ROW to final disposal to the facilities identified or other approved location(s). Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

### **3.14 Removal of Hazardous Stumps.**

Contractor shall remove hazardous stumps as identified and directed by the City. Stumps must measure greater than 24" in diameter (measured 2 feet from the ground). Stump removal shall include backfilling the void with appropriate fill material and hauling the stumps to the TDSR. Payment is for stump removal and backfill only. For hauling purposes, stumps will be converted to cubic yards measurement per current FEMA debris management guidelines and hauled under appropriate line items for vegetative debris. For reduction and disposal purposes, stumps will be considered vegetative debris and handled as such under separate line items.

### **3.15 Removal of Hazardous Hanging Limbs.**

Contractor shall remove hazardous hanging limbs over 2" in diameter (measured as close as possible to the break) from trees on public property and ROW, as identified by the City. The City must identify and approve trees with eligible hazardous limbs prior to removal by the Proposer in order for this work to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be per tree. Payment for

hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately under appropriate line items for loading, hauling, reduction and disposal of vegetative debris.

### **3.16 Removal of Hazardous Trees.**

Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 54" above ground) from public property and ROW, as identified by the City. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup, removal and disposal under appropriate line items. The City must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis. In the event that the root ball of an eligible hazardous tree is more than 50% exposed, the removal, disposal and backfill of the stump will be performed and paid under the line item for Removal of Hazardous Stumps upon approval by City.

### **3.17 C & D Debris Removal from Rights-of-Way (ROW) to TDSR within City Limits.**

As directed by the City, Contractor shall load and haul all eligible construction and demolition debris from ROW to a TDSR within the City limits (see information above regarding approved and potential TDSR locations).

### **3.18 C & D Removal from TDSR to Final Disposal Locations.**

As directed by the City, Contractor shall load and haul all eligible C & D debris from ROW to final disposal to the facilities identified in line items 4 – 6. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

### **3.19 C & D Removal from Rights-of-Way (ROW) directly to Final Disposal Locations.**

As directed by the City, Contractor shall load and haul all eligible C & D debris from ROW to final disposal to the facilities identified in line items 4 – 6. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

### **3.20 Sand Removal, Screening and Replacement (Beach Renourishment).**

As directed by the City, Contractor shall screen sand to remove all eligible debris deposited by the event. This process includes the collection of debris laden sand, transporting the sand to the processing screen located in the beach, processing the debris-laden sand through the screen and returning the sand to the appropriate beach location as directed by City. Debris removed from the sand will be collected, hauled, and processed as ROW debris.

### **3.21 White Goods Requiring Freon Removal.**

Contractor shall remove, transport, and recycle (or dispose of, at Contractor's discretion) all white goods that contain or use Freon, including but not limited to refrigerators, freezers, HVAC units, etc., from public property and ROW. Contractor shall be responsible for any disposal costs. Payment under this item will be per unit. White goods not containing Freon shall be loaded and hauled under applicable line items for C&D debris removal.

### **3.22 Freon Removal.**

Contractor shall, as directed by the City, remove Freon from refrigerators, freezers, and HVAC units. Freon capture must be performed by a licensed technician. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling, or recycling. Payment under this item will be per each unit.



### **3.23 Hazardous Waste Removal and Transport.**

As directed by City, Contractor shall remove and transport any Hazardous Waste identified by the City or its representative to the TDSR or other central collection site identified by the City. Contractor must follow all applicable local, state and federal laws and regulations in connection with this work. No disposal fee is to be included in this line item. To the extent practicable the Hazardous Waste will be segregated in the field and hauled in concentrated loads. Payment under this item will be per pound.

### **3.24 Removal, Hauling, and Disposal of Dead Animal Carcasses.**

The Contractor shall remove haul and dispose of dead animal carcasses as directed by the City. Disposal must be in accordance with federal, state, and local regulations.

### **3.25 Hauling Reduced Vegetative Debris to Alternative Sites.**

Contractor may, at City's option, be required under this line item to load and haul vegetative debris that has been reduced by grinding at TDSR to alternative disposal locations determined by the City. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

## **C4. HOURLY LABOR AND EQUIPMENT RATES**

Immediately following a disaster during the term of the contract, it may be necessary to perform emergency clearance of primary transportation routes as directed by the City. (Refer to City's Debris Management Plan.) Payment under this item, at City's option and subject to FEMA guidelines, may be on an hourly basis for manpower and equipment as listed in Group 6, Appendix E, Cost Proposal Form, and in accordance with the submittal instructions therein. This hourly work will only be conducted through the first 70 hours following authorization to proceed and as agreed in writing pending the development of fixed fee/lump work scopes.

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# APPENDIX D

MIAMI BEACH

## Special Conditions

Disaster Recovery Services  
2018-002-JC

PROCUREMENT DEPARTMENT  
1755 MERIDIAN AVE, 3<sup>RD</sup> FLOOR  
MIAMI BEACH, FLORIDA 33139

**1. TERM OF CONTRACT.** Three (3) years.

**2. OPTIONS TO RENEW.** Option to renew is at the discretion of the City Manager for two (2) additional one (1) year periods.

**3. PRICES.** Not Applicable.

**4. EXAMINATION OF FACILITIES.** Not Applicable.

**5. REQUIRED CERTIFICATIONS.** Not Applicable.

**6. SHIPPING TERMS.** Not Applicable.

**7. DELIVERY REQUIREMENTS.** Not Applicable.

**8. WARRANTY REQUIREMENTS.** Not Applicable.

**9. BACKGROUND CHECKS.** The Contractor(s) shall conduct a full criminal background check at its own expense on each of its employees engaged in providing services under this RFP or any resulting Agreement prior to the commencement of said services. No Contractor(s) employee shall be eligible to perform services, pursuant to this RFP or resulting Agreement, if he or she: (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor(s) shall defend, indemnify and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of its failure to comply with this requirement.

**10. SUB-CONSULTANTS.** The Vendor shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.

**11. NEGOTIATIONS.** Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer(s) will take place to arrive at a mutually acceptable Agreement, including final scope of services, deliverables and cost of services.

## APPENDIX E

MIAMI BEACH

# Cost Proposal Form

Disaster Recovery Services  
2018-002-JC

PROCUREMENT DEPARTMENT  
1755 MERIDIAN AVE, 3<sup>RD</sup> FLOOR  
MIAMI BEACH, FLORIDA 33139

## APPENDIX A COST PROPOSAL FORM

**Failure to submit the Cost Proposal Form, in its entirety and fully executed, by the deadline established for the receipt of proposals, will result in proposal being deemed non-responsive and being rejected.**

Proposer affirms that the prices stated on the Cost Proposal Form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form shall be completed mechanically or, if manually, in ink. **Cost Proposal Forms completed in pencil shall be deemed non-responsive.** All corrections on the Cost Proposal Form shall be initialed.

**\*\* PRICING FOR EACH LINE ITEM OF GROUPS 1-6 SHALL BE BASED ON THE AMOUNT OF DEBRIS LIKELY GENERATED BY A CATEGORY 3 STORM EVENT, INFLECTED UPON THE CITY OF MIAMI BEACH.**

### Group 1: TDSR Operations

ITEM	DESCRIPTION	UNIT	COST
1.	Operation of Temporary Debris Storage and Reduction Sites ("TDSR")	CY	\$
2.	Furnishing and spreading suitable fill material (gravel base) for temporary roadway	CY	\$
3.	Installing 8 foot chain link fence with wind screen with 20 foot entry gate(s),	LF	\$
4.	Installation of 4 foot protective chain link fence for interior site protection (trees, etc.)	LF	\$
5.	Furnishing and installation of inspection tower	Per Tower	\$
<b>GROUP 1 SUB-TOTAL</b>			\$

## Group 2: Vegetative Debris Management

ITEM	DESCRIPTION	UNIT	COST
6.	Vegetative Debris Removal from Rights-of-Way to a TDSR within City Limits	CY	\$
7.	Reduction of Vegetative Debris by Grinding at TDSR	CY	\$
8.	Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade Central Transfer Station	CY	\$
9.	Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade North Dade Landfill	CY	\$
10.	Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade Resource Recovery Center	CY	\$
11.	Vegetative Debris Removal from Rights-of-Way (ROW) directly to Miami-Dade Central Transfer Station	CY	\$
12.	Vegetative Debris Removal from Rights-of-Way (ROW) directly to North Dade Landfill	CY	\$
13.	Vegetative Debris Removal from Rights-of-Way (ROW) directly to Miami-Dade Resource Recovery Center	CY	\$
<b>Removal of Hazardous Stumps</b>			
14.	Greater than 24" to 36" diameter	Per Stump	\$
15.	Greater than 36" to 48" diameter	Per Stump	\$
16.	Greater than 48" diameter	Per Stump	\$
17.	<b>Removal of Hazardous Hanging Limbs</b>	Per Tree	\$
<b>Removal of Hazardous Trees</b>			
18.	Greater than 6" to 12" diameter	Per Tree	\$
19.	Greater than 12" to 24" diameter	Per Tree	\$
20.	Greater than 24" to 36" diameter	Per Tree	\$
21.	Greater than 36" to 48" diameter	Per Tree	\$

22.	Greater than 48" diameter	Per Tree	\$
<b>GROUP 2 SUB-TOTAL</b>			<b>\$</b>

### Group 3: C&D Debris Management

ITEM	DESCRIPTION	UNIT	COST
23.	C & D Debris Removal from ROW to a TDSR within City Limits	CY	\$
24.	Hauling C & D Debris from TDSR to Miami-Dade Central Transfer Station	CY	\$
25.	Hauling C & D Debris from TDSR to Miami-Dade North Dade Landfill	CY	\$
26.	Hauling C & D Debris from TDSR to Miami-Dade Resources Recovery Center	CY	\$
27.	Hauling C & D Debris from ROW Directly to Miami-Dade Central Transfer Station	CY	\$
28.	C & D Debris Removal from ROW directly to Miami-Dade North Dade Landfill	CY	\$
29.	C & D Debris Removal from ROW directly to Miami-Dade Resource Recovery Center	CY	\$
<b>GROUP 3 SUB-TOTAL</b>			<b>\$</b>

### Group 4: Other Services

ITEM	DESCRIPTION	UNIT	COST
30.	Sand removal, screening and replacement (beach restoration)	CY	\$
31.	Loading and Hauling White Goods Requiring Freon Removal	Per Unit	\$
32.	Freon Removal by Qualified Technician	Per Unit	\$
33.	Hazardous Waste Removal and Transport	Per Pound	\$
34.	Removal, Hauling and Disposal of Dead Animal Carcasses	Per Pound	\$
35.	Bulk Ice, Delivered	Per Pound	\$
<b>GROUP 4 SUB-TOTAL</b>			<b>\$</b>



### Group 5: Hauling Reduced Vegetative Debris to Alternative Locations

ITEM	DESCRIPTION	UNIT	COST
36.	20 – 30 miles	CY	\$
37.	Greater than 30 Miles – 40 Miles	CY	\$
38.	Greater than 40 Miles – 50 Miles	CY	\$
39.	Greater than 50 Miles – 60 Miles	CY	\$
40..	Greater than 60 Miles – 70 miles	CY	\$
GROUP 5 SUB-TOTAL			\$

**\* SUBTOTAL COST FROM GROUPS 1-5 TO BE ENTERED BELOW:**

GROUPS 1-5 SUBTOTAL	\$
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### Group 6: Hourly Labor and Equipment Rates

(\*All equipment rates include the cost of the operator, fuel, and maintenance. All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.)

ITEM	DESCRIPTION	HOURLY RATE
41.	JD 544 Wheel Loader with debris grapple	\$ _____
42.	JD 644 Wheel Loader with debris grapple	\$ _____
43.	Extendaboom Forklift with debris grapple	\$ _____
44.	753 Bobcat Skid Steer Loader with debris grapple	\$ _____
45.	753 Bobcat Skid Steer Loader with bucket	\$ _____
46.	753 Bobcat Skid Steer Loader with street sweeper	\$ _____
47.	30-50 H Farm Tractor with box blade or rake	\$ _____
48.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ _____
49.	3 – 4 cu. yd. Articulated Loader with bucket	\$ _____
50.	JD 648E Log Skidder or equivalent	\$ _____
51.	CAT D4 Dozer	\$ _____
52.	CAT D5 Dozer	\$ _____
53.	CAT D6 Dozer	\$ _____

54. CAT D7 Dozer	\$ _____
55. CAT D8 Dozer	\$ _____
56. CAT 125 – 140 HP Motor Grader	\$ _____
57. JD 690 Trackhoe with debris grapple	\$ _____
58. JD 690 Trackhoe with bucket and thumb	\$ _____
59. Rubber Tired Excavator with debris grapple	\$ _____
60. JD 310 Rubber Tired Backhoe with bucket and hoe	\$ _____
61. 210 Prentiss Knuckleboom with debris grapple	\$ _____
62. CAT 623 Self-Loader Scraper	\$ _____
63. Hand-Fed Debris Chipper	\$ _____
64. 30 Ton Crane	\$ _____
65. 50 Ton Crane	\$ _____
66. 100 Ton Crane	\$ _____
67. 40 – 60' Bucket Truck	\$ _____
68. Greater than 60' Bucket Truck	\$ _____
69. Fuel/ Service Truck	\$ _____
70. Water Truck	\$ _____
71. Portable Light Plant	\$ _____
72. Lowboy Trailer with Tractor	\$ _____
73. Flatbed Truck	\$ _____
74. Pick-up Truck (unmanned)	\$ _____
75. Self-Loading Dump Truck with debris grapple	\$ _____
76. Single Axle Dump Truck, 5 – 12 cu. yd.	\$ _____
77. Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ _____
78. Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ _____
79. Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ _____
80. Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ _____
81. Chainsaw (without operator)	\$ _____
82. Temporary Office Trailer	\$ _____
83. Mobile Command and Communications Trailer	\$ _____
84. Laborer, with small hand tools	\$ _____
85. Skilled Sawman	\$ _____
86. Crew Foreman with cell phone	\$ _____
87. Tree Climber	\$ _____
88. LF of Security Fencing	\$ _____
89. Ton of Crushed Stone Placed and Graded	\$ _____
90. Sand Screening Apparatus	\$ _____
91. Traffic Control Devices	\$ _____
92. Temporary Light Tower	\$ _____
93. Site Security Systems (camera etc.)	\$ _____

<b>GROUP 6 SUB-TOTAL</b>	<b>\$</b>
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**\*GRAND TOTAL COST FOR ALL GROUPS (1-6) TO BE ENTERED BELOW:**

<b>GROUPS 1- 6 GRAND TOTAL COST</b>	<b>\$</b>
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Bidder's Affirmation	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	

# APPENDIX F

## MIAMI BEACH

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# Insurance Requirements

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Disaster Recovery Services  
2018-002-JC

PROCUREMENT DEPARTMENT  
1755 MERIDIAN AVE, 3<sup>RD</sup> FLOOR  
MIAMI BEACH, FLORIDA 33139

# MIAMI BEACH

## INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. Excess Liability - \$           .00 per occurrence to follow the primary coverages.
- XXX 5. Professional Liability Insurance in an amount not less than \$1,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability.
- XXX 6. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
7. Other Insurance as indicated:
- |   |                          |
|---|--------------------------|
| <u>    </u> Builders Risk completed value | \$ <u>          </u> .00 |
| <u>    </u> Liquor Liability              | \$ <u>          </u> .00 |
| <u>    </u> Fire Legal Liability          | \$ <u>          </u> .00 |
| <u>    </u> Protection and Indemnity      | \$ <u>          </u> .00 |
| <u>    </u> Employee Dishonesty Bond      | \$ <u>          </u> .00 |
| <u>    </u> Other                         | \$ <u>          </u> .00 |
- XXX 8. Thirty (30) days written cancellation notice required.
- XXX 9. Best's guide rating B+:VI or better, latest edition.
- XXX 10. The certificate must state the proposal number and title

**The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.**

# APPENDIX G

## MIAMI BEACH

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# Debris Management Plan

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Disaster Recovery Services  
2018-002-JC

PROCUREMENT DEPARTMENT  
1755 MERIDIAN AVE, 3<sup>RD</sup> FLOOR  
MIAMI BEACH, FLORIDA 33139



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139,  
[www.miamibeachfl.gov](http://www.miamibeachfl.gov)

# **CITY OF MIAMI BEACH DISASTER DEBRIS MANAGEMENT PLAN**



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## 1.0 GENERAL

### 1.1 *Purpose*

The purpose of this plan is to provide for effective and efficient management of disaster-generated debris within the municipal boundaries of Miami Beach, Florida. The plan is intended to be an evolving document that provides a comprehensive approach to preparing for and implementing debris management operations following a major disaster.

This Plan unifies the efforts of public and private organizations for a comprehensive and effective approach to:

- Provide organizational structure, guidance, and standardized guidelines for the clearance, removal, and disposal of debris caused by a major debris-generating event.
- Establish the most efficient and cost effective methods to resolve disaster debris removal and disposal issues.
- Implement and coordinate private sector debris removal and disposal contracts to maximize clean-up efficiencies and minimize or control debris management costs.
- Expedite debris removal and disposal efforts that provide visible signs of recovery designed to mitigate the threat to the health and safety of County residents.
- Coordinate partnering relationships through communications and pre-planning with local, State, and Federal agencies that have debris management responsibilities.

### 1.2 *Scope*

This plan is an integral component of the Miami Beach Comprehensive Emergency Operations Plan (CEOP). It is applicable to all debris operations following any type of disaster, and to all types of disaster-generated debris, including vegetative debris, construction and demolition debris, and household debris. The plan is intended to address disaster-generated debris that must be removed and disposed of because it poses a threat to public and private property, a potential threat to public health and

safety and/or would substantially interfere with the economic recovery of the community.

### **1.3 Existing Conditions**

The City of Miami Beach, Florida ("City") has a population of 87,779 (2010 Population Census), a total area of approximately 7.1 square miles, and approximately 140 miles of paved roadways. The City is mostly developed, with few large tracts of as yet undeveloped land, numerous parks, playgrounds, green spaces and two (2) public and four (4) private golf courses.

In recent years, hurricanes and major tropical storms have generated primarily vegetative debris, though about 5% of the debris generated by Hurricane Wilma in 2005 was construction and demolition or mixed materials. The City is responsible for maintaining a number of man-made canals, storm water basins and water bodies that are subject to significant impacts from debris deposited by major storms.

### **1.4 Priorities**

Operations to protect public health and safety will be given the highest priority. Similarly, debris management operations will not endanger the health and safety of individuals engaged in debris collection, transport, and handling, or to the public adjacent to debris collection sites, debris transportation routes or temporary debris storage sites.

- Operations to ensure and/or restore the continuity of local government and protection of vital community infrastructure will be the next highest priority.
- Operations to protect and/or prevent additional damage to public property will be the next highest priority. Similar actions will be taken to protect private property when a failure to act would also endanger surrounding properties or public safety.
- Operations to protect valuable environmental resources will be the next highest priority.
- Operations to restore and enhance normal economic activity in the community will be the next highest priority.

## 2.0 SITUATIONS AND ASSUMPTIONS

### 2.1 *Disaster Event Situations*

Natural disasters such as hurricanes, tornadoes, and flooding precipitate a variety of debris scenarios which include, but are not limited to, trees and other vegetative organic matter, construction materials, appliances, personal property, mud, and sediment. Man-made disasters such as terrorist attacks may result in a large number of casualties and heavy damage to buildings and basic infrastructure. Crime scene access, human remains and contaminated debris will significantly complicate debris removal as well as necessitate special precautions and handling. These factors will necessitate close coordination with local, State, and Federal law enforcement, health and environmental officials.

This Plan takes an all-hazards approach to identifying and responding to the following hazards that may pose a threat to the City of Miami Beach:

- Natural Hazards – severe weather, hurricanes, tornadoes, flooding, hail or earthquakes;
- Human-caused Events and Hazards – urban fires, special events, civil disorder, or transportation accidents; and
- Terrorist Incidents – bomb threats or attacks, sabotage, hijacking, armed insurrection, or Weapons of Mass Destruction (WMD) incidents.

The quantity and type of debris generated, its location and the size of the area over which it is dispersed will have a direct impact on the type of removal and disposal methods utilized, the associated costs, and the speed with which the problem can be addressed. Further, the quantity and type of debris generated from any particular disaster will be a function of the location and type of event experienced as well as its magnitude, duration, and intensity.

For planning purposes and for pre-positioning response assets, this Plan assumes that the magnitude of the event exceeds the capacities of the City.

This Plan assumes the magnitude of the event overwhelms the capabilities of the City of Miami Beach to perform debris removal and disposal with City assets alone. The fact that this Plan is based on an event that exceeds the City's capabilities in no way diminishes the value of the Plan for use in response to other types and categories of events. This Plan establishes a general framework that, with minor modifications, can be used in any debris-generating event.

## 2.2 *Disaster Event Assumptions*

This Plan addresses the clearing, removal and disposal of debris generated by the previously mentioned hazards based on the following assumptions:

- A major natural or man-made disaster that requires the removal of debris from public or private lands and waters could occur at any time;
- The amount of debris resulting from a major natural disaster will exceed the City's in-house removal and disposal capabilities;
- The City will contract for additional resources to assist in the debris removal, reduction, and disposal processes;
- Federal assistance will be requested to supplement the City's debris capabilities in coordination with the City's Debris Project Manager.

## 2.3 *Forecasting Debris*

This section provides a review of generally accepted methodologies used throughout the industry to estimate the quantity of debris by type given a disaster of a defined magnitude and type. Table 1 details the estimated cubic yards of debris generated by hurricane categories according to debris type, density and precipitation before and during the event. Engineering/Building (ESF #3) will be responsible for damage assessments and estimates of construction/demolition (C&D) debris estimates associated with demolition of hazardous structures. Parks & Recreation handles all Emergency road clearing, including clearing of parks and estimating of woody and vegetative debris.

### 2.3.1 *Debris Quantities*

Debris forecasting is crucial to determining the size of the response needed. In general, the following formula is used to estimate debris quantities:

$$Q = H \times (C) \times (V) \times (B) \times (S)$$

$$H \text{ (Households)} = \text{Population} / 3 \text{ (3 persons per)}$$



household)

C (Category of Storm) Factor = (See Below)

V (Vegetative Multiplier) Factor = (See Below)

B (Commercial Density Multiplier) = (See Below)

S (Precipitation Multiplier) = (See Below)

<u>Hurricane Category</u>	<u>Value of "C" Factor</u>
1	2 CY
2	8 CY
3	26 CY
4	50 CY
5	80 CY
<u>Vegetative Cover</u>	<u>Value of "V" Multiplier</u>
Light	1.1
Medium	1.3
Heavy	1.5
<u>Commercial Density</u>	<u>Value of "B" Multiplier</u>
Light	1.0
Medium	1.2
Heavy	1.3
<u>Precipitation</u>	<u>Value of "S" Multiplier</u>
None to Light	1.0
Medium to Heavy	1.3

### 2.3.2 Residential Buildings

The following formula for estimating the quantity of debris from a demolished single-family home will be utilized In the event demolition of single-family residential buildings is required:

$$\frac{L \times W \times S \times 0.20 \times VCM}{27} = \text{cubic yards of debris (cy)}$$

Where:

**L** = length of building in feet

**W** = width of building in feet

**S** = height of building expressed in stories

**0.20** = constant to account for the “air space” in the building

**27** = conversion factor from cubic feet to cubic yards

**VCM** = Vegetative Cover Multiplier

The VCM is a measure of the amount of debris within a subdivision or neighborhood. The descriptions and multipliers are described as:

- **Light** (1.1 multiplier) includes new home developments where more ground is visible than trees. These areas will have sparse canopy cover.
- **Medium** (1.3 multiplier) generally has a uniform pattern of open space and tree canopy cover. This is the most common description for vegetative cover.
- **Heavy** (1.5 multiplier) is found in mature neighborhoods and woodlots where the ground or houses cannot be seen due to the tree canopy cover.

The following rule of thumb will be used to forecast debris quantities for totally destroyed single-family, single-story homes in the applicable vegetative cover category. The amount of personal property within an average flooded single-family home has been found to be 25-30 cy for homes without a basement and 45-50 cy for homes with a basement.

### 2.3.3 Outbuildings

In the event city owned or private buildings that are a threat to the community require demolition, the following formula will be used to estimate the debris:

$$\frac{L \times W \times H \times 0.33}{27} = \text{cubic yards of debris}$$

Where:

**L** = length of building in feet

**W** = width of building in feet

**H** = height of building expressed in feet

**0.33** and **27** are constants as noted in 2 above

### 2.3.4 Vegetation

Vegetation is the most difficult to estimate due to the random sizes and shapes of trees and shrubbery. Based on historical events, U.S. Army Corps of Engineers (USACE) has established a few rules of thumb in forecasting and estimating vegetative debris.

- Treat debris piles as a cube, not a cone, when estimating
- 15 trees, 8 inches in diameter = 40 cy (average)
- One acre of debris, 3.33 yards high = 16,117 cy

### 2.3.5 Volume – Weight Conversion Factors

These factors to convert woody debris from cubic yards to tons are considered reasonable and were developed by USACE.

Softwoods .....	6 cubic yards = 1 ton
Hardwoods .....	4 cubic yards = 1 ton
Mixed debris .....	4 cubic yards = 1 ton
C&D .....	2 cubic yards = 1 ton

Several truckloads will be tested to verify these conversion factors in the field. Trucks should be well loaded, contain woody debris typical of that being removed, and truck capacities should be verified. Testing will be performed with all affected parties present – such as the Debris Project Manager, Debris Removal Contractor(s), Debris Monitoring Contractor, FEMA and a State representative.

The City's contract with Crowder Gulf for Debris Removal is by the cubic yard. The City mandates all trucks performing debris removal hauling operations must be certified for cubic yard capacity per FEMA measurement guidelines prior to the beginning of hauling operations.

Table 1 – Disaster Debris Quantity Estimate (CY)			
Hurricane Category	Estimated Vegetative Debris (CY)	Estimated C&D Debris (CY)	Estimated Total Debris (C&D + Veg) (CY)
1	31,600	75,000	105,000

2	126,000	295,000	421,000
3	579,000	1,350,00	1,930,000
4	1,113,000	2,596,000	3,708,663
5	1,780,000	4,154,000	5,933,860

## 2.4 *Concept of Operations*

### 2.4.1 Overview

In coordination with Debris Management and Removal contractor is responsible for coordination of inspections, notifications, if necessary clean-up and or mitigation of spills. Inspect drop-off points for the household hazardous materials for compliance with appropriate regulations and ensure timely pick-up.

### 2.4.2 Administrative Staff

The DMC is organized to provide a central location for the coordination and control of all debris management requirements. The DMC will be located at :

Public Works Department/Sanitation Division  
140 MacArthur Causeway, 2<sup>nd</sup> floor,  
Miami Beach, Fl. 33139  
Tel:305-673-7616;305-673-7627.

In the event the DMC location is damaged by the disaster, the secondary location will be located at:

Emergency Operations Center  
1680 Meridian Ave.  
Miami Beach, Fl 33139.  
Tel: 305-673-7120 ext 2804

Specific DMC staff actions include the following:

- Report on debris removal and disposal progress and preparing of status briefings relying on the Debris Removal Contractor(s) for daily debris removal progress updates.
- Provide input to the PIO on debris removal and disposal activities.
- Coordinate with the State/County on debris issues affecting adjacent municipalities.
- Coordinate with the following Federal agencies in the event of a major natural or man-made debris generating disaster that exceeds the City's capabilities:
  - Federal Emergency Management Association (FEMA)
  - U.S. Army Corps of Engineers (USACE)
  - U.S. Environmental Protection Agency (USEPA)
  - Local Office of Federal Bureau of Investigation (FBI)

#### **2.4.3 Public Information Officer**

**Nannette Rodriquez, Community Relations Officer**, will assume the role of Public Information Officer. With regard to debris removal, the Public Information Officer (PIO) places emphasis on actions the public can perform to expedite the clean-up process.

The following are some items that may be appropriate for a public awareness campaign and/or press release(s) through the media:

- Separating burnable and non-burnable debris
- Segregating Household Hazardous Waste (HHW)
- Placing disaster debris at the curbside
- Keeping debris piles away from fire hydrants and valves
- Segregating recyclable materials
- Updating pick-up schedules.

#### **2.4.4 Legal**

The City's Legal attorney or staff leads the review process for all legal matters in the debris management planning process. In addition to advising the debris management planning staff, the following tasks are also performed by the legal department:

- review all contracts;
- review and/or establish a land acquisition process for temporary debris management sites;
- review all insurance policies; ensure environmental and historic preservation compliance before, during, and after operations; ensure that site restoration and closure requirements are fulfilled; review and/or establish a building condemnation processes;
- review and/or establish a legal process for private property demolition and debris removal; review right-of-entry and hold harmless agreements.

#### **2.4.5 Engineering/Planning**

The Engineering staff supports all other debris management sections in a technical role. The Engineering department provides debris quantity assumptions, economic analysis, and feasible solutions for the debris operations. Also, the Engineering staff: pre-selects debris management sites and confirms their availability/suitability following the disaster; performs the design and layout of the site; identifies and coordinates environmental issues with the Florida Department of Environmental Protection (FDEP); and provides information to expedite the TDSR and burn permits.

#### **2.4.6 Contracting and Procurement**

The Contracting and Procurement staff is responsible for coordinating bidding requirements, forms, advertisements for bids, emergency RFP's and instructions to bidders, and contract development.

#### **2.4.7 Reimbursement Coordinator**

**The Reimbursement Coordinator, James Sutter**, Internal Audit, provides for collection and compilation of labor, equipment, supplies, materials and all expenditures per FEMA Categories, other Federal reimbursement programs and supervision of reconciliation of Debris Removal ticket ledgers. The Reimbursement Coordinator manages all receipt and payables to Debris Removal Contractor and Monitoring Company.

### **3.0 STANDARDIZATION**

Important objectives of this plan are to expedite the initiation of debris management operations following a major disaster, to ensure effective coordination with other governmental/regulatory agencies, and to promote full compliance with applicable local, State and Federal requirements for post-disaster debris management. To achieve these objectives, this plan incorporates policies to, where feasible and practical; standardize documentation related to disaster debris recovery activities. The following standardized forms and documentation are included as Appendices

*Appendix J. Truck Placard*

*Appendix K. Truck Certification*

*Appendix L. Load Ticket*

*Appendix M. Ticket Log*

*Appendix N. Appendix Debris Loading Monitor Site Checklist*

*Appendix O. Debris Disposal Site Monitor Checklist*

### **4.0 CERTIFICATIONS**

Where feasible and practical, the City will work to qualify and update baseline information for TDSR locations.

Trucks will be certified prior to participating in debris removal and hauling capacity. Copies of TDSRS certification information is included in Appendix K.



## 5.0 OPERATIONS

The operations described below are intended to be implemented with flexibility and to be adjusted to the specific needs of the debris planning and plan implementation processes as they may change through time.

### 5.1 *Non-Event Operations*

During periods of normalcy, City staff will perform the following tasks to ensure preparation for disaster events: review and update this plan as appropriate; evaluate TDSRS availability and update locations and/or certifications, as necessary; ensure appropriate disaster debris management and monitoring contracts are in place; evaluate performance of disaster debris management and monitoring companies during prior events, if applicable; verify and communicate appropriate contact information for staff, contractors, and outside organizations; identify changes necessary to satisfy FEMA, FHWA, and other outside and regulatory agencies; and perform and participate in appropriate training and exercises.

### 5.2 *Pre-Event Operations*

Upon notice of a Potential Disaster Event, Hurricane Category 1 or greater, that can generate large volumes of debris, the City Manager activates the Debris Management Staff to mobilize their respective positions at the **Debris Management Center, Appendix A**.

The staff assigned responsibility for debris management activities will be knowledgeable of their specific responsibilities identified below and consistent with the CEOP.

The DM Staff, and Debris Removal contractors meet during the first week of May each year to update, 24-hour on-call emergency telephone numbers, communications, in accordance with the CEOP.

At the Planning meetings, the DM Staff address the following items including, but not limited to:

- Review and or execute debris removal contracts and mutual aid agreements.
- Review priority streets and routes with limited access

- Review State, Federal regulation revisions pertaining to Debris Management, and reimbursement criteria
- Confirm availability and permit status of temporary debris staging and reduction sites (TDSRs)
- Perform training and exercises, and review all DMC staff positions.
- Update Debris Management Plan as needed, including.

The designated location to meet immediate Post-Storm event.

### **5.3 Training & Exercises**

Appropriate City staff will participate in annual coordination and training exercise to ensure disaster preparedness. Such training may include meetings with Miami-Dade County and other local governments; FEMA, FHWA & FDOT; and disaster debris management and monitoring firms.

This Debris Management Plan will be reviewed annually in order to maintain readiness to implement the Plan. The pre-event annual planning, Debris Management up date, and Debris Management Training Workshop will be scheduled between March and May of each year, prior to the beginning of hurricane season. This Workshop will ensure that all aspects of the Debris Management Plan are confirmed, understood, and updated as necessary. Items to be covered include:

- Contractor identification and responsibility
- Post-disaster location to meet
- Back-up communications
- Mobilization sites
- Logistical support
- Pre-storm mobilization
- Procedures for call-up of Contractor personnel and equipment
- Priority areas and Haul routes
- Contractor vehicle identification and registration
- Debris hauling load ticket administration
- Mobilization and operation of the Temporary Debris Storage Sites (TDSRS)

- Contractor payment request submission, review, and verification
- Special procedures for Household Hazardous Waste
- TDSR closure requirements

The Workshop also includes:

- Changes in Mission
- Changes in Concept of Operations
- Changes in Organization
- Changes in Responsibility
- Changes in pre-positioned contracts
- Changes in priorities
- Changes to State and/or Federal rules, regulations and guidance pertaining to debris management and operations eligible for reimbursement following declared disasters.
- Completing all training of key personnel
- Conducting an exercise of this Plan
- Confirming the availability of temporary debris management sites as well as permitting issues.

## **5.4 Debris Management Phases**

### **5.4.1 Priorities**

Immediately following a disaster event, an impact assessment of all public structures, equipment, and debris clearance will be coordinated by the Debris Project Manager in order to prioritize the impacted areas and resource needs.

Damage assessments need to be performed to identify debris impacts on critical roads and to make initial estimates of debris quantities. Based on this information, the Debris Project Manager sets priorities and issues urgent assignments for Emergency Road Clearing to clear debris from at least one lane on all evacuation routes and identified primary and secondary roads to expedite the movement of emergency service vehicles such as fire, police, and medical responders.

Initial priorities for debris clearance are based upon the following ranking:

- Extrication of people
- Egress for fire, police, and Emergency Operations Center personnel
- Ingress to hospitals, jail, and public shelters
- Major traffic routes
- Major flood drainage ways
- Supply distribution points and mutual aid assembly areas
- Government facilities
- Public Safety communication towers
- American Red Cross shelters
- Secondary roads
- Access for utility restoration
- Neighborhood streets
- Private property adversely affecting public welfare.

## 5.5 *Response Operations*

### 5.5.1 Phase I – Emergency Road Clearing

The Debris Project Manager assigns crews to each of the identified areas to begin the road clearance process. This operation usually occurs during the first 24 to 72 hours following an event.

Based on the feedback received from field personnel, the Debris Project Manager determines if the City's in-house capabilities are sufficient to perform Emergency Road Clearing. If the quantity of debris generated exceeds the City's capacities to clear, remove and dispose of the debris, the Debris Project Manager may elect to activate the pre-positioned contract with the Debris Removal Contractor(s) to assist with debris operations. The Debris Project Manager notifies the Procurement Office to activate the contract.

Debris Clearance from City roadways and/or property is accomplished by using City crews, equipment and/or private contractor resources. Areas of priority for Emergency Road clearing, and Debris Removal have been detailed. **(See Appendix G.-Emergency Road Clearing ( Priority Roadways).**

The primary mission of Emergency Road Clearing is to clear primary and secondary

roads for movement of emergency service vehicles. During the Emergency Debris Clearance, the Debris Project Manager assists the utility companies to identify power lines that are down, to ensure the safety of the emergency debris Clearance workers.

The Debris Project Manager identifies and confirms the temporary debris storage and reduction sites (TDSRS) for debris and the County EOC is notified of the TDSR site location.

**Phase I activities include**, and will be based on, the following criteria:

- Implementation of the Debris Management Plan
- Determination of incident-specific debris management responsibilities
- Notification to Contractors
- Establishment of priorities based on evacuation needs and prediction models
  - American Red Cross Shelters, other Emergency Shelters, Government facilities
  - Access for utility restoration
  - Private property adversely affecting public welfare
  - Identification and activating of the TDSR sites
- Initiate emergency road clearing of priority areas
- Activation of pre-positioned contracts, if necessary, to support Phase I clearance operations
- Implementation of Public Information Plan
- Damage assessments- for debris including canal banks, and sand removal from storm drains, and road areas.
- Coordination and tracking of resources
- Formal documentation of costs.

#### 5.5.2 Phase II - Recovery Operations (Debris Removal, Reduction, Disposal, Recycling)

Phase II Recovery Operations are implemented as soon as FEMA and State have authorized Category A - Debris Removal/Disposal, usually within two to five days following a major debris-generating disaster event. However, in the event debris stockpiling on curbside is a safety or health hazard detriment to community the Debris

Manager may authorize for debris removal operations to initiate.

Phase II Operations begins immediately following the disaster with Damage Assessments. Following Phase I Emergency Road Debris Clearing (and estimation of woody-vegetative debris for the Damage Assessments) Phase II activities begin with Debris Removal, Reduction, Recycling, and/or Disposal of curbside debris. Vegetative and non- vegetative ( C&D, white goods, sand deposits...) Debris must be brought to the public right-of-way or public curbside to be eligible for removal at City's expense.

During Phase II Debris Removal Operations, the City provides a Contractor for monitoring of all debris Removal Operations, including Load site monitors, TDSR monitors, monitoring the segregation of recyclables, and disposal site monitors.

It is the City's intent to pursue Recycling of disaster debris as final disposition of all disaster generated debris and material. Due to experience, the City realizes there will be limitations on recycling outlets availability to accept or process the debris, making recycling cost prohibitive not cost effective.

The City has identified and selected a Temporary Debris Storage and Reduction site (TDSR) for volume reduction of clean vegetative debris, and to segregate recyclables (i.e. metals, C&D material, etc.). **The TDSR site location is provided in Appendix I.**

The City includes in the debris removal contract, the TDSR set-up, operation, rodent control and TDSR closure. The debris removal contractor is responsible for the legal disposal, and recycling of all debris reduction by-products.

The debris removal contractor is responsible for canal and levee debris and sand removal from streets and storm drains, if necessary.

Boat vessels are not included in the Debris Removal contract.

Boat vessels are under a separate contract with another contractor specific contract to remove and properly dispose of vessels. The Debris Project Manager is responsible for implementing Phase II activities with support as required from the utility companies and private Contractors. All debris removal and disposal operations are coordinated by the Debris Project Manager.

#### **Phase II activities include:**

Activate of pre-positioned contracts

- Truck Certification, Truck Placarding
- Prioritize Debris Removal Zones

- Identification of canals/levees that require cleanup and streets or storm drains that require

Sand deposit removal.

- Notification to citizens of debris removal procedures
- Activation of TDSR site location(s) - verify permit status and layout
- Removal of debris from rights-of-way and critical public facilities
- Movement of debris from TDSR site locations to permanent landfills.
- Assign location of load ticket turn-in at end of day
- Review procedure for correcting damaged or lost tickets
- Identifying leaners and hangers, and stumps that may require removal, and or considered an safety hazard to the community.

### **5.5.3 Estimating Staff, Procedures, and Assignments**

The City recognizes that disasters may generate debris of types and quantities that exceed the City's capabilities, since the City does not maintain all the equipment, nor have personnel for debris removal activities. The City implements the pre-positioned contracting process to have qualified Contractors on stand-by to respond within the pre-determined period to assist in requested aspects of the debris operation. The City has also identified Bergeron as the second pre-qualified Debris Removal contractor.

The Debris Project Manager or an authorized representative of the City contacts the firm(s) holding pre-positioned debris removal and disposal contract(s) and advises them of impending conditions. The scope of the pre-positioned contracts provide for the removal and lawful disposal of all natural disaster-generated debris, including household, industrial, and commercial hazardous waste. Debris removal will be limited to City-maintained streets, property, and other public right-of-way based on the extent of the disaster.

Each Contractor, upon receipt of notice to proceed, mobilizes personnel and equipment within 24 hours, as necessary to conduct the debris removal and disposal operations. All Contractor operations will be reviewed by the Debris Project Manager.

The Contractor makes multiple, scheduled passes in the City in areas impacted by the disaster as directed by the Debris Project Manager. Schedules will be provided to the PIO for publication and notification by the news media.



## **5.6 Debris Collection Methods**

### **5.6.1 Curbside Collection**

The general concept of debris removal operations includes multiple, scheduled passes of the City rights-of-ways directed by the Debris Project Manager. Debris will be placed at the curb and/or public rights-of-way by the residents for collection.

Garbage will not be collected by the debris removal contractor or commercial haulers and will continue to be collected by the City's contractor All Service Refuse.

Florida Power and Light handles, and other utility crews handle, all related utility debris such as utility poles, power transformers, cables and other utility company materials.

Scheduled passes allow the residents to return to their properties, begin restoration process and bring debris to the curbside.

The City has been divided into 17 debris zones, to control and expedite debris removal operations. Appendix 1 details the debris zones and priority areas of debris removal.

The estimated total debris generated from a disaster, such as a Hurricane Category 1 and Hurricane Category 5, ranges from 105,000 cy to 5,993,860 cy, respectively ( **See Appendix R. for Debris estimates**). The City used the debris prediction model based on the Army Corp of Engineers model to calculate the amount of debris that will be generated as a result of Hurricane Category 1 or greater.

### **5.6.2 Collecting Hazardous Waste and White Goods**

Household Hazardous Waste (HHW) encountered by the debris removal Contractor is to be set aside. HHW disposal is the responsibility of the resident. The City designates HHW drop-off locations. The PIO informs the community of these drop-off location(s). The Debris Management Center coordinates with local Environmental Protection Agency (USEPA), and Florida Department of Environmental Protection (FDEP) officials for the collection of eligible industrial or commercial hazardous waste resulting from the disaster.

### **5.6.3 Hazardous Trees**

A tree is considered hazardous if its condition was caused by the disaster and it is an immediate threat to lives, public health and safety, or improved property; it has a diameter chest height of six inches or greater; and one or more of the following criteria are met:

- It has more than 50 percent of the crown damaged or destroyed;
- It has a split trunk or broken branches that expose the heartwood;
- It has fallen or been uprooted within a public-use area; and/or
- It is leaning at an angle greater than 30 degrees.

Trees determined to be hazardous and that have less than 50 percent of the root-ball exposed will be cut flush at the ground level. The cut portion of the tree will be included with regular vegetative debris. The Debris Project Manager ensures the Debris Removal Contractor cuts the tree trunk as close to the ground as possible. Grinding of the resulting stump after the tree has been cut flush at the ground level will not be performed since grinding is not eligible for reimbursement.

### **5.6.4 Hazardous Limb Removal (Hangers)**

Hazardous hanging (broken) limbs are identified by the Debris Project Manager, who will direct the Debris Removal Contractor to cut and remove.

### **5.6.5 Hazardous Limbs are as follows:**

- Greater than two inches in diameter at the point of breakage; and
- Still hanging in a tree and threatening a right-of way, and or public use area (i.e., trails, sidewalks, golf cart paths).

Hazardous limbs will be cut during a scheduled event to coincide with debris removal operations scheduled passes. The Debris Project Manager may direct the cutting of a limb that present an unusually high risk to life safety, however, most hazardous limbs will be cut during a scheduled debris removal pass.

If the canopy of a tree located on private property extends over the public right-of-way

such as a sidewalk, removal of hazardous limbs on the tree that extend over the public right-of-way will also be performed by the debris removal contractor.

Daily, the Debris Project Manager reviews the following documentation regarding the removal and progress of the hazardous limb removal.

- Description of immediate threat, e.g. photos of hanging limbs or leaning trees;
- The scope of work to remove the immediate threat;
- Note the property location by recording the nearest building address and/or GPS location; and,
- Denote date, labor (force account or contract), and equipment used to perform the work.

#### **5.6.6 Hazardous Stumps**

The Debris Project Manager directs the Debris Removal Contractor to remove all hazardous stumps. A stump will be determined hazardous if it meets all of the following criteria:

- It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut);
- It is greater than 24 inches in diameter, as measured 24 inches above the ground;
- It is on improved public property or a public right-of-way; and
- It poses an immediate threat to life, and public health and safety.

The Debris Project Manager reviews daily all the below documentation regarding the removal and progress of:

- Photographs and GPS coordinates that establish the location on public property;
- Specifics of the threat;
- Diameter of the stump 24 inches from the ground; and
- Quantity of material needed to fill the resultant hole.

The Debris Removal Contractor removes all stumps that are determined to be hazardous to public access and as directed by the City. Stumps will be hauled to TDSRS where they will be inspected and categorized by size.

## **6.0 TEMPORARY DEBRIS STORAGE REDUCTION SITES (TDSRS)**

The City has identified one Temporary Debris Storage and Reduction sites (TDSRs), and (one location for backup) for volume reduction of clean vegetative debris, and to segregate recyclables (i.e., metals, C&D material, etc.). Appendix I contains the TDSR location(s).

The City has addressed in the Debris Removal and Monitoring contract/RFPS the TDSR set-up, operation, TDSR closure, and Monitoring of Operations. The debris removal contractor(s) are responsible for the legal disposal, and recycling of all debris reduction by-products.

The Debris Management Representative is responsible for implementing Phase II activities with support as required from the utility companies and private Contractors. All debris removal and disposal operations are coordinated by the DMTF Project Manager, the Debris Management Representative. Phase II may be quite lengthy as disaster recovery continues until pre-disaster conditions are restored.

### **6.1 Site Selection Priorities**

After the amount of debris has been estimated, the next critical issue that the Debris Management Team must face is the determination of the number and size of the temporary sites and the number of temporary sites and location of these sites for the collection and processing of the debris.

## **6.2 TDSR Site Management**

### **6.2.1 Site Manager**

The City's Debris Removal Contractor(s) are responsible for set-up, control, and day-to-day operations of the Debris Management Site(s) including overall day-to-day operations, maintaining daily logs, preparing site progress reports, and enforcing safety and permitting requirements during site operations. The contractor is also responsible for scheduling environmental monitoring and updating the site layout. The Site Manager has oversight for monitoring the activities of the debris removal contractors and the onsite debris processing contractors to ensure they comply with the terms of their contracts.

### **6.2.2 Monitoring Staff and Assignments**

The Debris Monitors (whether force account or Contractors) are placed at ingress and

egress points in order to quantify debris loads, issue load tickets, inspect and validate truck capacities, check loads for hazardous waste, and perform quality control checks. The specific duties of the monitors are dependent on how debris is collected.

### **6.2.3 Safety Personnel**

Contractor's Safety personnel are responsible for traffic control and ensuring that site operations are in compliance with State and Federal occupational safety regulations.

## **6.3 Operations Planning**

### **6.3.1 Site Selection**

Pre-identifying Debris Management Sites in advance of a debris-generating event expedites response and recovery. The City uses the Debris Management Site (DMS) for Temporary Debris Storage and/or reduction (TDSR) of debris; therefore, for this Debris Management Plan, a DMS is the same as the TDSR.

The City only utilizes a Debris Management Site, in the event of a major disaster, the disposal facilities cannot accept the debris or the quantity of debris is such that reduction is the most cost effective for final disposal.

During identifying potential sites for the TDSR, the following site characteristics were considered:

- Publicly owned land
- Large open spaces – should be at least 10 acres; greater than 50 acres is ideal
- Relatively flat topography
- Good ingress and egress
- Minimal effect on residential neighborhoods, educational facilities, health care facilities, and environmentally sensitive areas
- Located near final disposal sites to reduce hauling distances, if possible
- Does not contain wetlands, endangered species, rare ecosystems, or other environmental restrictions
- Does not impact historic or archaeological sites
- Can accommodate separation and reduction of types of debris: vegetative, construction and demolition, household hazardous waste, commercial hazardous waste, etc.

- Can accommodate types of site operations that may take place: chipping, grinding, air curtain burning, open pit burning, recycling

### 6.3.2 Permits and Locations

The TDSR location is leased from the FDOT, and the City of Miami Beach will adhere to the baseline permitting requirements, and TDSR close out procedures (see Appendix P).

The Debris Removal Services – Debris Removal Contractor prepares and maintains the TDSRs to accept and process all eligible debris within the timelines established in the work order. The City makes available all TDSRs to the Contractor at no charge; however, the Contractor is responsible for all TDSR operations and closure in accordance with DEP requirements.

Preparation and maintenance of facilities includes maintenance of the TDSRs entry and exit roads, and interior road(s) for the entire period of debris hauling. The Debris Removal contract(s) also include a provision for gravel/lime rock placement for TDSR roads that require stabilization for ingress and egress. Each facility includes a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

### 6.3.3 TDSR Baseline Data Collection

**Baseline data collection information** (see Appendix P1) is essential to documenting the condition of the land before it is used for a TDSR or DMS. Private and public land used as a DMS will be returned to its original condition following the end of all debris operations.

The following will be included to document the baseline data on all sites:

- Thoroughly videotape and/or photograph (ground or aerial) each site before beginning any activities. Periodically update video and photographic documentation to track site evolution.
- Document Physical Features. Note existing structures, fences, culverts, irrigation systems, and landscaping that can help evaluate possible damage claims made later.
- Investigation of Historic Significance. Research the past use and ownership of the property to document any issues regarding the existence of historic structures or archeological sites.
- Sample Soil and Water. Soil and groundwater samples should be collected prior to use of the site. These samples must be provided to DEP in addition to being retained by the Debris Management Representative and Debris Removal Contractor.

In those cases where there are no samples collected, a copy of all baseline data collected shall be provided to DEP for review. Advance planning with community and State environmental agencies can establish requirements, chain of custody, acceptable sampling methods, certified laboratories, and testing parameters. If in-house assets are not available, the planning staff may utilize an environmental consulting firm that can respond rapidly. Planned HHW, ash, and fuel storage areas should be sampled prior to site setup. Appendix 17 provides the TDSR Baseline Data Checklist.

#### **6.3.4 Site Layout**

The efficiency and the overall success of the TDSR, or DMS operation, are determined by how the site is designed. The Debris Removal contractor maintains that debris is constantly flowing to incinerators and grinders, or recycled with the residue and mixed construction and demolition materials going to a landfill. Significant accumulation of debris is not allowed to occur at the TDSR due to environmental and safety concerns, such as the risk of fire. Additional debris management sites may be required if the actual debris quantities flowing into the site are greater than the site storage and processing capacity.

Lined temporary storage areas are used for ash, household hazardous waste, fuels, and other materials that may otherwise contaminate soils and ground water. Plastic liners are placed under stationary equipment such as generators and mobile lighting plants. If the contractor uses the TDSR as an equipment storage area, fueling and equipment repair, the area is monitored to prevent and mitigate spills of fuel, hydraulic fluids and other petroleum-based products and chemicals.

Consideration needs to be given to on-site traffic patterns and segregate materials based on planned volume reduction methods.

Debris removal/disposal is viewed as a multi-staged operation with continuous volume reduction. There will be no significant accumulation of debris at temporary storage sites. Instead, debris should be constantly flowing to burners and grinders, or recycled with the residue and mixed construction and demolition materials going to a landfill. Appendix 15 shows a Sample Layout for a TDSR.

#### **6.3.5 Site Preparation**

The topography and soil conditions will be evaluated to determine best site layout. When planning site preparation, the City will consider making restoration easier.

### **6.3.6 Volume Reduction Methods**

Processing of debris will include, but not be limited to: reduction by tub grinding or chipping, and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative and clean, woody debris; construction and demolition debris; white goods; recyclable debris and household hazardous wastes. Construction and demolition debris may be directed to the nearest lawfully permitted landfill, bypassing the TDSRS.

### **6.3.7 Recycling**

It is the City's intent to pursue Recycling of disaster debris as final disposition of all disaster generated debris and material. Due to experience, the City realizes there will be limitations on recycling outlets availability to accept, or process the debris, making recycling cost prohibitive not cost effective.

- Post-disaster, the DMTF staff may find that marketing and selling the reduced debris is more financially attractive than hauling the unreduced debris to a local landfill.
- The City thoroughly researches the market opportunities and establishes criteria to assist emergency DMTF staff in making decisions to recycle certain types of debris, post-disaster.
- The City has identified various companies (see Appendix 8 Recycling Contractors) that will accept various types and quality of debris.
- Large tornado outbreaks, ice storms may present opportunities to contract large-scale recycling operations and achieve an economic return from some of the Contractors who exercise their initiative to segregate and recycle debris as it arrives at the TDSR or landfill.
- Specialized contractors will be available to bid on disposal of debris by recycling, if it is well sorted. The DMTF staff ensures the recycling Contractors comply with local, tribal, City, and Federal environmental regulations, and are also monitored.

#### **6.3.7.1 Common Recyclable Materials**

- Metals - Tornadoes can cause extensive damage to, sun porches, and covered pools houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Metal maulers and shredders may be used to shred trailer frames, trailer parts, appliances, and other metal items. Metals recycling companies are listed in Appendix 8.



- Soil - Debris removal operations may include transporting large amounts of soil to the TDSR or DMS. At the TDSR, it may be combined with other organic materials that will decompose over time. This procedure can produce significant amounts of soil that can be sold, recycled back into the agricultural community, or stored onsite to be used as cover.
- Concrete, Asphalt, and Masonry Debris - Concrete, asphalt, and masonry products can may be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials needs to meet certain size specifications as determined by the end user. The City will contract for concrete recycling in the event it is cost effective.

#### 6.3.7.2 Recycling Reduced Debris (Chips)

One of the biggest challenges is the open burning of biomass following ice storms, floods and other disasters is that they can produce huge amounts of biomass debris. Hurricane Katrina was estimated to have produced as much as 900 million cubic yards of this type of debris. For years past debris was burned or dumped into a dwindling landfill space. This lead to hundreds of millions of tons of harmful particulate matter being pumped into the air and millions of feet of valuable landfill space being utilized for this debris. The open burning of this is particularly harmful because of the following:

- increased respiratory symptoms, such as irritation of the airways, coughing, or difficulty breathing;
- decreased lung function;
- aggravated asthma;
- development of chronic bronchitis;
- irregular heartbeat;
- nonfatal heart attacks; and
- premature death in people with heart or lung disease.

It is estimated that burning 9.5 yards of wood produces as many mutagenic particles as driving a car 130,000 miles at 20 miles per gallon.

Providing logistics for transportation of reduced debris is cost effective, the reduced debris can be used for feedstock to coal-fired power plants that allow the reduction of CO<sub>2</sub> by 50%; to the fabrication of versatile wood pellets as an alternate renewable fuel source; to the production of fertile topsoil from these wastes.

### **6.3.8 Environmental Monitoring Program**

During the debris removal process and after material has been removed from each of the debris sites, environmental monitoring is performed to close each of the sites. This is to ensure that no long-term environmental contamination is left on the site. The monitoring is for three different media: ash (for incineration only), soil, and groundwater.

- Ash. The monitoring of the ash consists of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.
- Soil. Monitoring of the soils is by portable inspection methods to determine if any of the soils are contaminated by volatile hydrocarbons. The Contractor(s) may do this if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring will be after the stockpiles are removed from the site.
- Ground (or surface) Water. In the event there exists proximal surface water feature the monitoring of the ground water and/or surface water will be performed if the TDSR permit requires.

### **6.3.9 Site Closure**

The TDSR will be closed, emptied of all material and be restored to its previous conditions and use as detailed in the **TDSR Closure checklist Appendix (P2)**. Fill dirt and grading may be required to achieve the desired condition. The Contractor(s) are required to remove and dispose of all mixed debris, construction and demolition debris, and debris residue to approved landfills. The DMTF Project Manager will monitor all close-out activities to ensure that the Contractor complies with the debris removal and disposal contract. Additional measures may be necessary to meet local, State, and Federal environmental requirements because of the nature of the TDSR site operation.

### **6.3.10 TDSR Site Close-out Planning**

The Contractor must assure the City Debris Management representative that the TDSR site is properly remediated. There will be close scrutiny potentially by the local press and environmental groups, and the Debris Management representative will work closely with the Debris Removal Contractor(s) to achieve TDSR closure within 30 days of receiving the last load of debris

#### **6.3.10.1 TDSR Site Close-out Steps**

- Contractor is responsible for removing all debris from the site.
- Contractor conducts an environmental assessment with the DMTF Project Manager and landowner.
- Contractor develops a remediation plan.
- Remediation plan is reviewed by DMTF Project Manager, landowner, and appropriate environmental agency.
- Remediation plan approved by appropriate environmental agency.
- Contractor executes the plan.
- Contractor obtains acceptance from the DMTF Project Manager, appropriate environmental agency, and the landowner.

#### **6.4 Post-Event Operations**

Following an actual disaster event, City staff will: complete a rapid assessment to identify the status of priority roadways and the general volume, type and location of debris generated; initiate the emergency push for priority roadways and other areas of City responsibility; notify and mobilize disaster debris management and monitoring contractors, as necessary; implement public information strategies; ensure that personnel time and expense tracking procedures are immediately implemented; prepare and initiate a debris management action plan; and take other such actions as necessary to coordinate citywide debris collection, processing and disposal operations.

The designated the **City's Debris Project Manager** will make task assignments necessary to clear, remove, stage, reduce and dispose of debris are coordinated by the DMC staff. These actions include the following:

- Implement and monitor the emergency road clearing to be conducted by City Parks & Recreation Department.
- Make recommendations to contractor and authorize work assignments and priorities based on the Debris Zones.
- Review contractor debris removal progress and prepare status briefings.
- Provide input to Public Information Officer (PIO) on debris removal progress.
- Coordinate debris removal and disposal with County, State and Federal agencies as needed.

- Coordinate receipt of Debris Removal documentation and information, receiving and reconciling load tickets applicable to City operations, and providing technical support to participating jurisdictions, e.g., regarding eligible costs.
- Coordination, Supervision, and terminating debris collection operations and the restoration and closing of TDSRs.

### **6.5     *Emergency Communications Plan***

Under most emergencies/disasters, communications will be primarily by land telephone lines, cellular telephones or computer. However, the municipality recognizes that as a result of some disasters, such communications may not be operable.

- All members of the debris team must have access to a cell phone. Field personnel and all Debris Management Center (DMC) staff, and contractors will use Public Works radios to communicate.
- List back-up communications will be supplied – i.e., 2-way radios, Communication Bridge apparatus (2 or 4 units).

### **6.6     *Health and Safety Plan and Procedures***

The Debris Removal Contractor(s) must have at least one Safety Officer on duty at all times. The Safety Officer is expected to be familiar with and properly trained to perform the assigned Safety Officer duties. Training includes, but is not be limited to, certification in the Department of Transportation Maintenance of Traffic Standards. All work zones shall conform to Standards and all work sites/conditions will conform to all applicable Federal, State and local safety standards.

The Debris Removal Contractor(s) need to operate within the requirements of the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. The Contractor(s) will provide such safety equipment, training and supervision as may be required by the City.

## **7.0     MONITORING STAFF AND ASSIGNMENTS**

The City may elect to outsource the oversight and monitoring (documentation) of all debris removal and disposal operations, to a private contractor, in the event the city does

not have the staff available. The Debris Project Manager contacts the firm(s) pre-qualified and/or who have pre-positioned monitoring services contract(s) and inform them of the mobilization requirements and impending conditions.

**Responsibilities of the monitoring company are:**

- Plan and conduct TDSR site inspections, quality control, and other Contractor oversight functions.
- Provide details for each load ticket, perform daily ticket ledger reconciliations (Appendix 5.12 represents a load ticket).
- Make recommendations regarding distribution of City force account and Contractor work assignments and priorities.
- Report on progress and preparation of status briefings.
- Provide input to the PIO on debris clean-up activities and pick-up schedules.
- Document all debris removal activities (leaner/hangers and stump removals, TDSR and final disposal).

Provide monitors for each of the following:

**7.1 Load Site Monitors**

Load Site Monitors are stationed at designated Contractor debris loading sites. The Load Site Monitors' primary function is to verify the quantity and type of the debris, verify location of the debris and that proper loading techniques are utilized to prevent settling of debris during transportation to the TDSR, and or disposal facility. Load Site Monitors will also do the following:

- Coordinate with the Contractor's representative to verify the location of the number of crews and areas debris removal operations.
- Assist in Truck certification (the measurement of each truck prior to the truck hauling debris). Document the truck dimensions, note the truck number and take a picture of each truck.
- Document the types of debris loaded (i.e. vegetative, construction and demolition, etc.)
- Complete the loading portion of the debris load ticket and sign it.

- Retain a copy of the debris load ticket and give the remaining copies to the truck driver.
- Copies of load tickets retained by the Load Site Monitors will be submitted to the monitoring Project Director, where the tickets will be separated (one copy each)

Data entry staff will enter each ticket into excel ticket ledgers for reconciliation each day.

Load Site Monitors are assigned to each Contractor's debris loading site and will initiate and sign load tickets as verification that the debris being picked up is eligible. **Appendix N. contains the Debris Loading site Monitor checklist.**

## **7.2 Disposal Site - TDSR Monitors**

One person minimum for Disposal Site Monitor will be assigned to the TDSR and/or final disposal location. If TDSR has 2 separate entry and exits then 2 disposal site monitors will be required- one monitor for entry and truck load capacity verification and one monitor for exit approval of properly emptied trucks.

Appendix 5.12 provides a checklist for the Disposal Site Monitor(s) and Debris Disposal Site Load Tracking Log to be completed by the monitors who are responsible for the following:

- Report to their assigned locations.
- Estimate the quantity of debris contained in each truck entering the disposal site.
- Complete the appropriate section of the ticket ( **Load ticket example Appendix L**).
- Sign the completed ticket and retain a copy. Give the remaining copies to the truck driver.
- Record each load ticket on the Debris **Disposal Site Load Tracking Log (Appendix M.)**.
- Spot check truck measurements by periodically measuring the dimension of the trucks after they have unloaded the debris they were hauling.
- Submit copies of the completed, signed load tickets at the end of the day.

## 8.0 PLAN UPDATES

Appropriate City staff will update this plan annually in response to historical experience, operational changes, regulatory changes, and other factors that otherwise affect disaster debris management.

### I. Staff Roles and Responsibilities

#### A. Staffing Organizational Chart.

1. Responsibility for the execution of the City of Miami Beach Disaster Debris Management Plan (Debris Plan) shall reside with The Debris Project Manager and the monitoring company under contract during the disaster
2. The lead agency the Sanitation Division Department, per the organizational structure of the City's emergency management group.

#### B. Roles and Responsibilities.

1. Staffing Assignments and Duties. The size and composition of a staff organized to deal with debris clearance, removal and disposal issues will depend on the magnitude of the disaster. A pre-disaster debris planning staff may be quite small; however, following a major disaster, additional staff members may be required. Staff responsibilities shall be consistent with section 2.4 of the Debris Plan.
2. Administration. Issues related to administration, including policy decisions, finance, risk management, and personnel shall be in accordance with the City organizational procedures and section 2.4 of the Debris Plan, **(as detailed in Appendix B. Debris Management Staff).**
3. Contracting and Procurement. The Procurement Division shall ensure that appropriate City purchasing procedures are used for all contracting and procurements.

4. Legal. The City's Attorney's Office shall assist in matters requiring legal review, including: contract review, right of entry permits, condemnation of structures, and land acquisition/identification for temporary debris staging and reduction sites (TDSRS).
  5. Operations. Operational responsibilities shall be in accordance with section 2.3 of the Debris Plan.
  6. Engineering. The City has engineering staff and consultants available in the event such services are required for environmental reviews or other disaster debris recovery efforts.
- C. Emergency Communications Plan. As described in section 2.4 of the Debris Plan and in section 6.5.
- D. Health and Safety Plan and Procedures. As described in section 2.3,2.4 of the Debris Plan, the Risk Management Division of the Human Resource Department shall be responsible in coordinating with staff charged with operations oversight, for the protection of health and safety related to disaster debris recovery efforts.
- E. Training Schedule. The development, coordination and conduct of training and exercise programs regarding activation and implementation of the DMP are the responsibility of the City's Office of Emergency Management, and Debris Project Manager and should be held annually.

## II. Situation and Assumptions

- A. Design Disaster Event. The most likely disaster events facing the City of Miami Beach and Miami-Dade County will be hurricanes and tropical storms. Hurricanes are primarily wind events but may spawn tornados



and cause flooding in low-lying areas. For the sole purpose of a design reference for this Debris Plan, a Category 3 wet hurricane with winds in the range of 111 to 130 mph, is considered. Based on the City's experience with Hurricane Wilma in 2005, this category of hurricane resulted in approximately 300,000 cubic yards of debris placed on public property or in public rights of way. Historically, Category 1 hurricanes, with winds in the range of 75 to 95 mph, have resulted in approximately 40,000 cubic yards of debris placed on public property or in public rights of way.

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B. Forecasted Debris.

1. Forecasted Types. Historically, vegetative debris has comprised approximately 75% of the debris generated by hurricanes in Miami Beach. The remainder has been comprised primarily of contraction and demolition debris (C&D). It is anticipated that future events would generate a similar disaster hazardous wastes, animal carcasses, and other debris can be expected. Debris may be sub-classified as burnable (vegetative), non-burnable (mixed), and recyclable.
2. Forecasted Locations. In a Category 3 hurricane, significant damage to the tree canopy and vegetation throughout the city is expected. In addition to public and private property, vegetative debris is likely to affect the City's storm water system, including canals and other water bodies. Severe structural damage would likely be most concentrated in areas of older constructions that pre-dated the Florida Building Code changes prompted by Hurricane Andrew in 1992.

III. **Debris Collection Plan**

- A. Priorities. Recovery work shall be performed in accordance with **Appendix G. Emergency Road clearing routes and Appendix H. Debris Zones**, which will be assessed during the emergency road clearing.
- B. Response Operations. Following an actual disaster event, City staff will complete the rapid assesment to identify the status of priority roadways and the general volume, type and location of debris generated.

Staff will immediately initiate emergency push for priority roadways.

C. Recovery Operations. Disaster debris recovery operations shall be implemented in accordance with section 4.3 of the Debris Plan.

1. Estimating Staff, Procedures and Assignments. Damage assessment will initially be performed by staff in the major operating departments of the City: Public Works, Planning and Development, Building, Fire, and Utilities. These individuals are trained in debris estimating and damage assessments, and will be equipped with all necessary maps, forms and equipment. The City's disaster debris management and monitoring contractors will provide additional damage assessment and debris estimating services as needed.

2. Collection Method.

a. Curbside Collection. Curbside collection shall be the primary method used for the removal of disaster debris from the right of way. In the case of an event that is not a federally declared disaster, collection shall be the responsibility of the City's solid waste contractor. For federally declared disasters, the City shall determine if it requires the services of one or more disaster debris management contractors.

b. Collection Centers. The public may not drop off debris from private property at the City's TDSRS. Any resident, business, community association or institution that wishes to deliver

its  
disaster debris to a disposal site may do so at any County  
or  
privately operated disposal site that accepts public debris.  
The  
City is not responsible for the disposal costs associated  
with such  
deliveries.

3. Collecting Hazardous Waste and White Goods. Hazardous waste generated by a natural disaster may consist of common household cleaning supplies, pesticides, motor oil, lubricants, transmission and brake fluid, gasoline, anti-freeze, paints, propane tanks, oxygen bottles, batteries, and various other materials. Because hazardous wastes require special handling, residents are asked not to commingle these items with other disaster debris and disaster debris management contractors are directed not to collect such materials. However, household hazardous waste may still become mixed with other debris and unknowingly collected; in such cases, hazardous materials delivered to the TDSRS must be segregated, handled appropriately by trained personnel, and disposed of properly.
4. Monitoring Staff and Assignments. In accordance with section 2.5 of the Debris Plan, the City will maintain pre-event standby contracts with at least one experienced contractor for disaster debris monitoring, who will be responsible if and when directed by the City for monitoring the collection of disaster debris, removal of hazardous trees, limbs and stumps, management of the TDSRS(s), and reduction and disposal of disaster debris. All eligible work on public property, in the public ROW, and at the TDSRS will be monitored either by City staff or the contractor.

#### IV. Debris Management Sites

A. Site Management. As detailed in **section 6.2** of the Debris Plan and identified in Appendix I. TDSR Location, the City has limited undeveloped public land available for use as a TDSRS. Depending on the magnitude of the disaster event, the City may choose not to open a TDSRS and to deliver instead to a County-managed disposal site.

1. Site Manager. Based on the magnitude of the disaster event and the availability of staff, the City may elect to manage the TDSRS using trained City staff, or to assign primary responsibility for this function to a disaster debris management contractor while maintaining City oversight.
2. Monitoring Staff and Assignments. TDSRS operations will be monitored either by trained City staff or by contracted disaster debris monitors. Work assignments will be determined by the magnitude of the disaster event and the scope of TDSRS operations.
3. Safety Personnel. Disaster debris monitors will also be trained in safety procedures and will maintain general oversight of TDSRS operations.

B. Establishment and Operations Planning.

1. Permits. The City will obtain necessary permits, as well as approval by the State of Florida Department of Environmental Protection, for any activated TDSRS identified in Appendix I.
2. Locations.
  - a. Baseline Data for Each Location. Private and public land used for TDSRS operations should be returned to its pre-event condition following site closeout. The City will

work with appropriate local and State agencies to establish and document baseline data for each site as detailed in **Appendix P1 TDSR Baseline data, and Appendix P2 TDSR Closure checklist.**

- b. Ingress/Egress for Sites. The City selects TDSRS locations in part based on the availability of appropriate ingress/egress for the types and number of trucks and equipment used in disaster debris recovery.
3. Site Layout. Locations are selected in part based on the availability of land of sufficient size, shape, topography and soil/substrate conditions to establish a layout that is appropriate for TDSRS operations.
4. Site Preparation. Land shall be properly prepared to handle the activities associated with TDSRS operations.
5. Volume Reduction Methods.
  - a. Incineration. There are no open sites in Miami Beach for which incineration would be appropriate or permissible.
  - b. Grinding and Chipping. Grinding and chipping will be the primary debris volume reduction methods used by Miami Beach, using contracted equipment and labor.
6. Recycling. In accordance with section 2.10 of the Debris Plan, the City is committed to implementing appropriate measures, where feasible and practical, to recycle and/or reuse disaster-generated debris of all types.
7. Environmental Monitoring Program. Appropriate soil, groundwater and other environmental monitoring and testing procedures shall be implemented to determine that not long-term environmental contamination remains on land used for TDSRS operations.
8. Site Closure. It shall be the responsibility of the Site Manager, under the supervision of the Site Monitor, to close the TDSRS and restore the site to its pre-event condition.

## **V. Contracted Services**

- A. Emergency Contracting/Procurement Procedures. Purchasing and contracting shall be performed in compliance with the City of Miami Beach procurement procedures for contracting and procurement during a state of emergency.
- B. Debris operations to be outsourced. The City shall maintain pre-event contract(s) with disaster debris management and monitoring contractor(s), in accordance with section 5.0 of the Debris Plan.
- C. General Contract Provisions. Contracts for debris removal shall generally include time and materials pricing for phase I Immediate Response and unit pricing for Phase II Recovery Operations.
- D. Qualification Requirements. All disaster debris management and monitoring contractors used by the City must have experience in disaster recovery work and be qualified to perform the required work.
- E. Solicitation of Contractors. IN accordance with sections 2.4 and 2.5 of the Debris Plan, the selection of contractor(s) shall follow a competitive procurement process that complies with City purchasing requirements, and may include piggy backing when the original contract being piggybacked was entered into following a competitive procurement process and provides terms and pricing consistent with those provided elsewhere in South Florida.

## **VI. Private Property Demolition and Debris Removal**

- A. Condemnation Criteria and Procedures. The City's Building and Fire Departments will identify unsafe structures in accordance with the Florida Building Code and will take appropriate actions to remove the occupants of those structures. Demolishing or securing remaining structures that threaten the health and safety of adjacent residents should be the responsibility of the owner; however, experience has shown that unsafe structures will remain because of lack of insurance, absentee landlords, and other reasons. Following identification of private property as an unsafe structure, and prior to taking action to demolish or remove the structure, the City must determine and document that the work is necessary to: eliminate an immediate threat to lives, public health and

safety; or eliminate immediate threats of significant damage to improved public or private property; or ensure the economic recovery of the affected community to be benefit of the community-at-large.

1. Legal Documentation. The City must document that it has the legal responsibility and authority to demolish the structure. To be considered eligible for FEMA reimbursement, the demolition work must be reviewed with and pre-approved by FEMA. To the degree applicable, possible and practical, the following documentation guidelines should be followed:

- a. Obtain copies of all ordinances that authorize the City to condemn privately owned structures. The authority to condemn privately owned structures might be different from the authority for the demolition of public owned structures.
- b. Coordinate use of adjacent land, easements and right-of-way necessary for accomplishing the approved work.
- c. Implement laws that reduce the time it takes to go from condemnation to demolition.
- d. Obtain copies of all applicable permits required for demolition of subject structure(s).
- e. Document the age of the structure to determine if eligible or on the National Registration of Historic Places with the SHPO.
- f. Obtain copies of pertinent temporary will-capping standards.
- g. Obtain executed right-of-entry and hold harmless agreements that have been signed by the owner and by renter, if rented. Right-of-entry should indicate any known intent by owner to rebuild to ensure foundation and utilities are not damaged. IF these agreements are not executed, document reason(s).
- h. Use radio, public meetings and newspaper ads to give notice to property owner and their renters to remove personal property in advance of demolition.
- i. Document name of owner on the title, the complete address and legal description of the property and the source of this information. Document name of renter, if available.



- j. Ensure property will be vacated by demolition date.
  - k. Provide written notice to property owners that clearly and completely describe the structures designated for demolition. Additionally, provide a list that identifies related structures, trees, shrubs, fences and other items to remain on the respective property.
  - l. Notify mortgagor of record.
  - m. Provide the property owner the opportunity to participate in the decision on whether the property can be repaired.
  - n. Determine the existence and amount of insurance on the property prior to demolition.
  - o. Specify procedures to determine when cleanup of a property prior to demolition.
2. Demolition permitting. Prior to starting demolition work, the City will obtain all applicable permits required for demolition of subject structure(s).
3. Inspections. To the degree applicable, possible and practical, the following inspection guidelines should be followed:
- a. Coordinate all pertinent site inspections with local, State and Federal inspection team(s). Identify asbestos and lead-based paint materials prior to demolition.
  - b. Notify the owner and/or renter of all site inspections.
  - c. Verify that all personal property has been removed from private structure(s).
  - d. Immediately prior to demolition, verify that the building is unoccupied.
  - e. Ensure that the property is properly posted.
  - f. Obtain a clear, concise and accurate property description and demolition verification.
  - g. Include a Public Health official on the demolition inspection team.

- h. Evaluate the structural integrity of the building and also demonstrate “imminent and impending peril” to public health and safety caused by the structure.
  - i. Make arrangements to remove and transport all asbestos and lead-based paint materials to a permitted facility prior to building demolition.
  - j. Obtain photographs of the property and verify the address. Provide additional photographs of the property taken immediately prior to and following demolition.
  - k. Locate, mark, turn off and disconnect all water and sewer lines.
  - l. Locate, mark, turn off and disconnect all electrical, telephone and cable television services.
  - m. Locate, mark, turn off and disconnected gas service.
- B. Mobile Home Park Procedures. The City of Miami Beach does not have any mobile home parks.
- C. Navigation Hazard Removal Procedures. The City of Miami Beach does not have any navigable waterways. Waterways are limited to engineered channels and basins that are part of the City’s storm water system.

## **VII. Public Information Plan**

- A. Public Information Officer. The Office of Community Relation/Public Information is responsible for coordinating the communication of critical information to residents, the public and the media. This information includes debris removal activities and schedules.
- B. Pre-Scripted Information. The Office of Community Relation/Public Information and other public contact operations of the City have produced information in response to prior disaster events. This information is also accessible for use in future events.
- C. Distribution plan. The office of Community Relation/Public Information has established numerous public information distribution channels in response to prior disaster events. This experience will be utilized for use in future events.

## **APPENDIX A. Debris Management Center:**

Public Works Department/Sanitation Division

140 MacArthur Causeway, 2<sup>nd</sup> floor,

Miami Beach, Fl. 33139

[Tel:305-673-7000;305-673-7627](tel:305-673-7000;305-673-7627).

Secondary Location:

Emergency Operations Center

1680 Meridian Ave.

Miami Beach, Fl 33139.

Tel: 305-673-7120 ext 2804

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## **APPENDIX B. Debris Management Plan Roles and Responsibilities:**

Debris Project Manager:

Al Zamora (Sanitation Director)

Email: [azamora@miamibeachfl.gov](mailto:azamora@miamibeachfl.gov)

off: 305-673-7616

cell:786-402-5974

Deputy Debris Proj.Mngr:

George Ruiz (Sanitation Division Superintendent)

Email: [georgeruiz@miamibeachfl.gov](mailto:georgeruiz@miamibeachfl.gov)

off: 305-673-7616

cell:786-412-4245

Reimbursement Coordinator:

James Sutter ( Internal Auditor)

(ext:6174)

Email: [jamesutter@miamibeachfl.gov](mailto:jamesutter@miamibeachfl.gov)

off:305-673-7000

Public Information officer

Nannette Rodriquez (Community Relations Office)

(ext:6417)

Email: [nrodriquez@miamibeachfl.gov](mailto:nrodriquez@miamibeachfl.gov)

off:305-673-7000

cell:305-332-3153

DMC Admin:

Monitoring Co. \_\_\_\_\_

## **APPENDIX C. FEMA Guidelines**

The City shall ensure that its debris removal activities, including documentation and field operations, are compliant with FEMA guidelines, as amended periodically. IN addition to any Disaster Specific Guidance (DSG) documents issued, the following FEMA publications provide guidance for local disaster debris removal and management activities:

- A. Public Assistance Policy Digest (FEMA 321 and Appendix A of FEMA 321)
- B. Public Assistance Guide (FEMA 322)
- C. Public Assistance Application Handbook (FEMA 323)
- D. Public Assistance Debris Management Guide (FEMA 325)

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## **E. D. FHWA / FDOT District 4 Guidelines**

The City shall ensure that its debris removal activities, including documentation and field operations, are compliant with FHWA Emergency Relief (ER) Program guidelines, as described in 23 CFR Part 668 and the *Emergency Relief Manual*. The Florida Department of Transportation (FDOT), District 4, is responsible for administering the ER program in Florida.

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## Attachment 5.4 - Other Guidelines

Reserved for future use

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**APPENDIX E. List of Disaster Debris Management Contractor(s)**

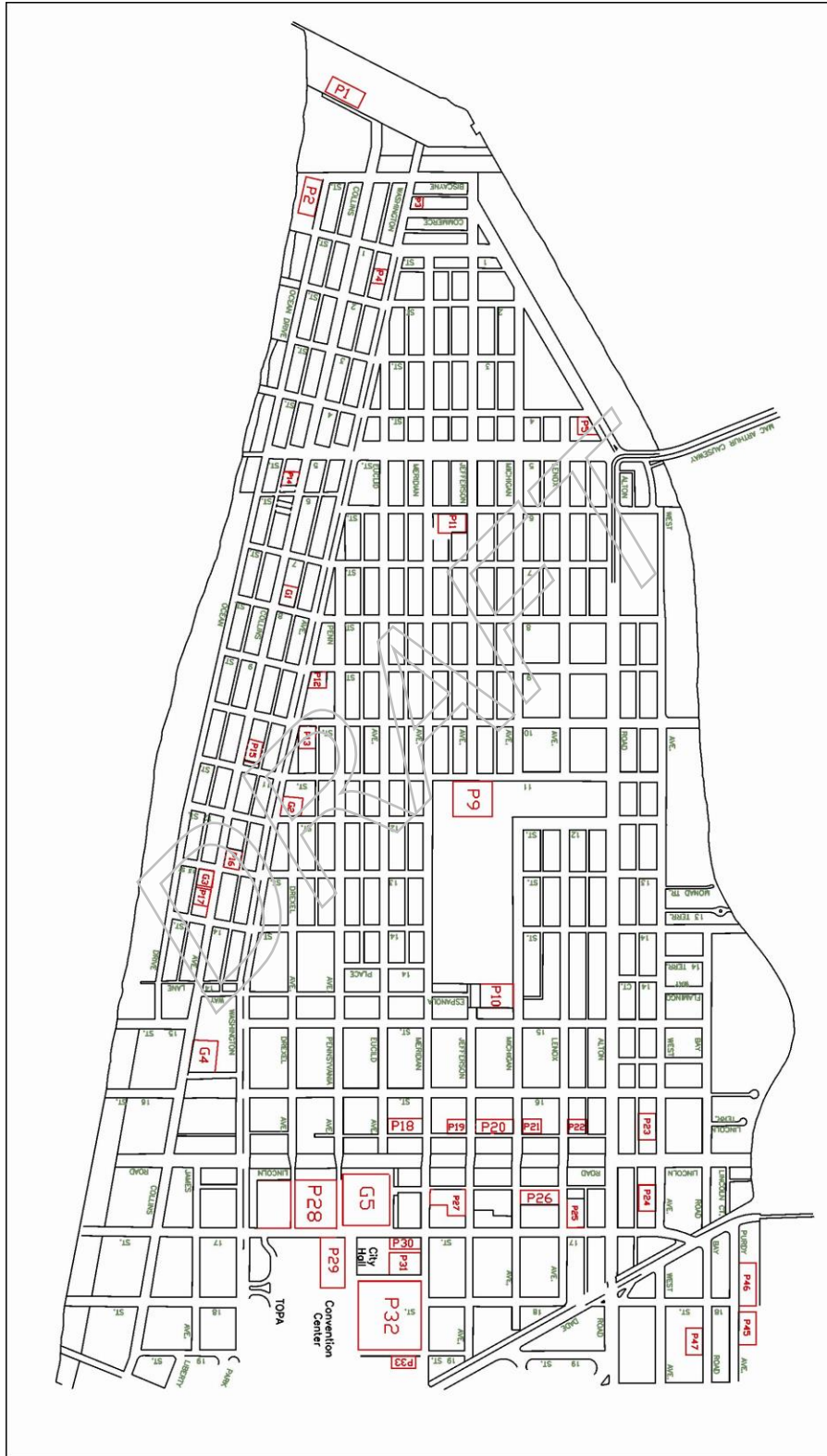
**APPENDIX F.- List of Disaster Debris Monitor(s)**

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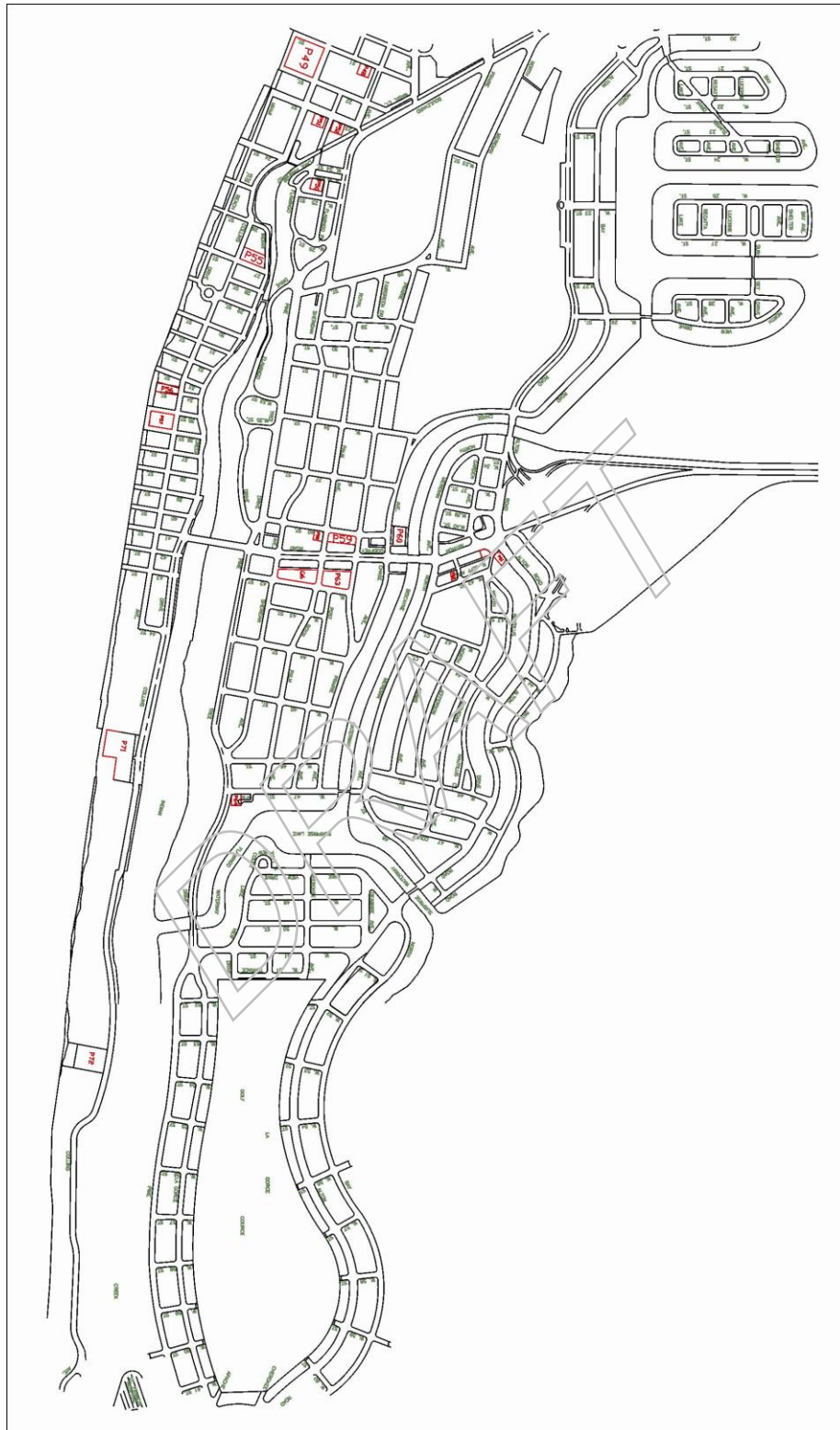


## **APPENDIX G. Miami Beach Street Map – Emergency Road Clearing (Priority Roadways)**

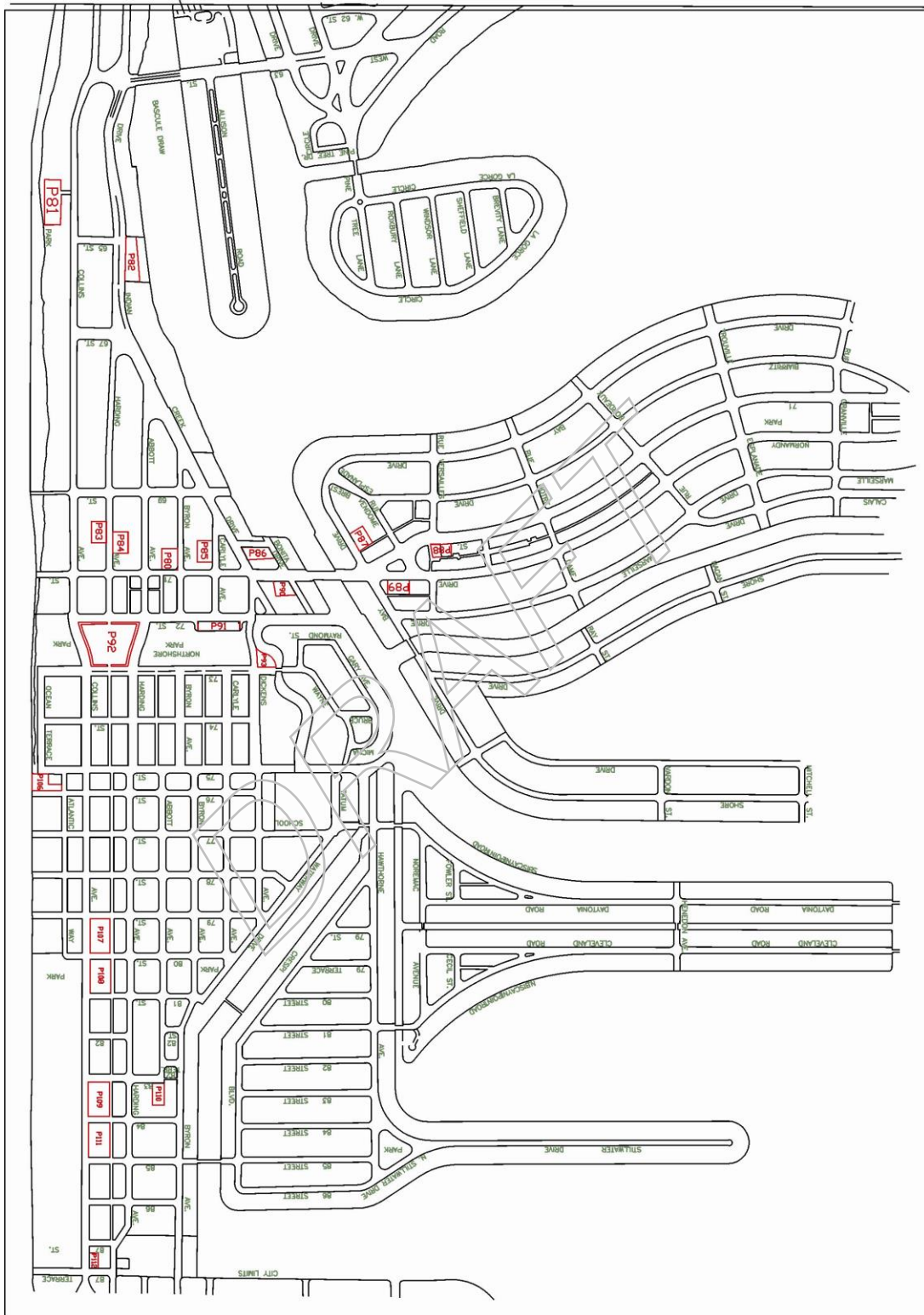
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**Attachment 5.8 - Miami Beach Street Map – Priority Roadways (cont'd)**

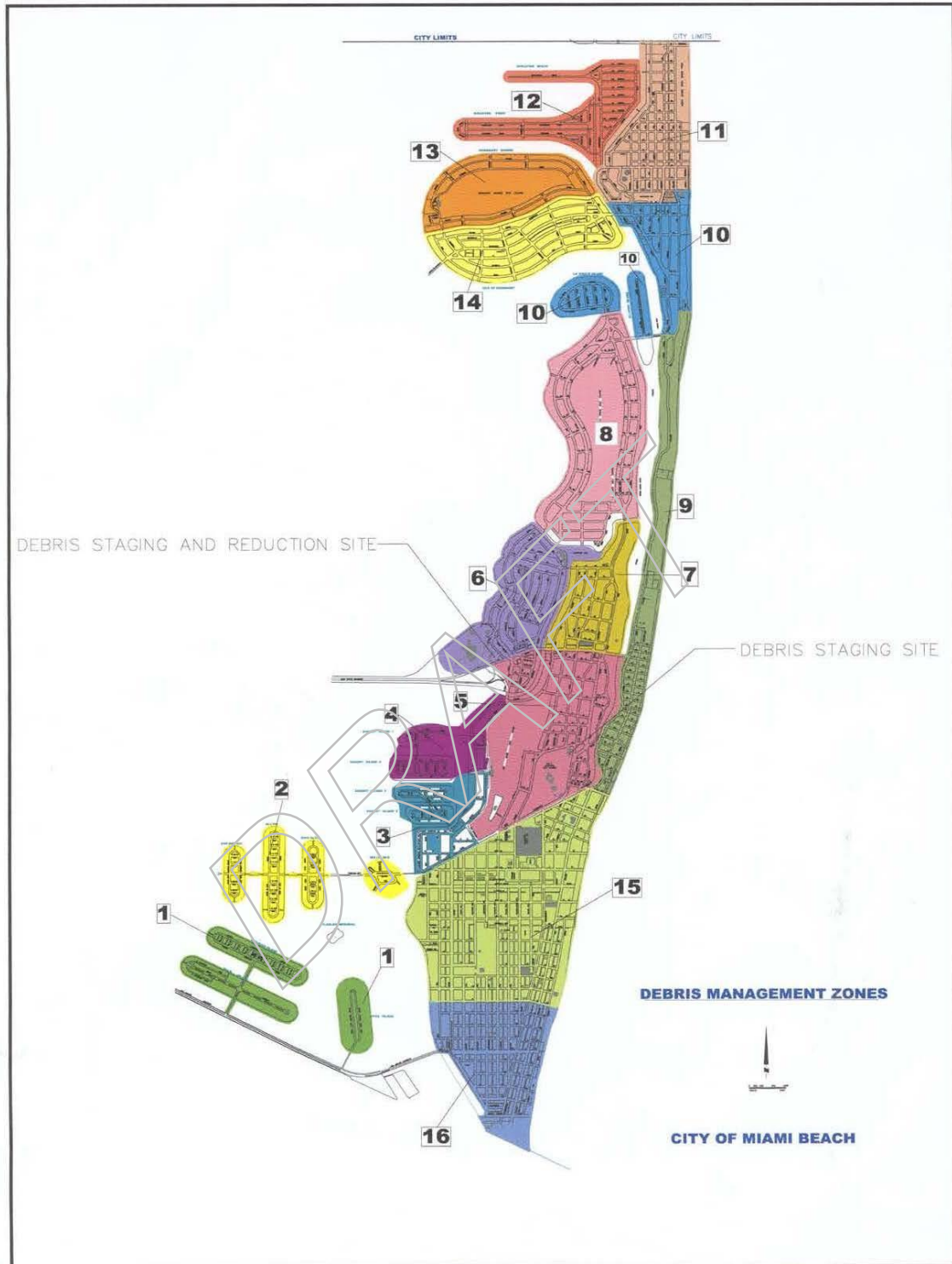


## Appendix G. Miami Beach Street Map- Emergency Road Clearing



## **Appendix H. Miami Beach Disaster Debris Collection Zone Map**

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## **Appendix I. - Location of Temporary Debris Storage and Reduction Sites (TDSRS)**

The City currently has one approved for use as a TDSRS, which is leased thru FDOT and is located:

**2800 Meridian Avenue**

**Miami Beach, Fl. 33139**

The site is currently permitted for use as a green waste facility. The Florida Department of Environmental Protection (DEP) has approved its use as a TDSR in prior tropical storms and hurricanes.

In the event additional TDSR is required due to excessive debris quantities, a Miami Beach park can be utilized and is located :

near 195 and Alton Rd.

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## Appendix J. Standardized Debris Truck Placard

The debris truck placard used to identify collection vehicles shall generally incorporate the following format and information:

City of Miami Beach
Name of Contracting Jurisdiction
Name of Prime Contractor
Name of Truck Owner / Operator
Vehicle Registration/Tag Number
Truck volume (cubic feet)
Truck Certification Date



## Appendix K.- Truck Certification List

No trucks have been pre-certified as of this date. Trucks utilized for a major disaster event would generally be provided by the City's disaster debris management contractor or their subcontractors.

### Sample Truck Measurement Certification

DISASTER EVENT: \_\_\_\_\_

#### TRUCK MEASUREMENT CERTIFICATION

TRUCKING COMPANY	TRUCK NUMBER		LICENSE PLATE NUMBER	HEIGHT (FT)	WIDTH (FT)	LENGTH (FT)	VOLUME (CY)

## Appendix L. Standardized “Load Ticket”

The “load ticket” used for documenting disaster debris collected and disposed of shall generally incorporate the following format and information:

CITY OF MIAMI BEACH LOAD TICKET	
Date:	Ticket No.: XX-XXXXX
Prime Contractor:	
Subcontractor:	
Truck No:	Certified Capacity (CY):
Driver's Name:	
Loading Site:	
Debris Type: (Circle) Vegetative   C & D   Mixed   Other	
Category: (Circle) Public   Private   FHWA   Other	
Loading Site Departure Time:	
Loading Site Monitor (Print Name):	ID No.:
Loading Site Monitor Signature:	
Disposal Site Location:	
Disposal Site Arrival Time:	
Percent (%) Full / Weight:	
Disposal Site Monitor (Print Name):	ID No.:
Disposal Site Monitor (Signature):	
Notes:	

## Appendix M. Debris Removal load – Ticket log

[illegible]

## Appendix N. DEBRIS LOADING SITE MONITORING CHECKLIST

Date: \_\_\_\_\_

Arrival Time: \_\_\_\_\_

Departure Time: \_\_\_\_\_

Weather Conditions: \_\_\_\_\_

Disposal Site Location: \_\_\_\_\_

\_\_\_\_\_  
(Street Address or nearest intersection)

GPS Location: N \_\_\_\_\_ W \_\_\_\_\_

Disposal Site Monitor's Name: \_\_\_\_\_

(Print Name)

Other Monitor's Name: \_\_\_\_\_

(Print Name)

\_\_\_\_\_  
(Signature)

### Loading Site

1. Is the Site Monitor filling out the Load Ticket properly? YES \_\_\_\_\_ NO \_\_\_\_\_

If NO, explain actions taken:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is the Contractor loading eligible debris from the designated right-of-way (approx. 15' from curb)?

YES \_\_\_\_\_ NO \_\_\_\_\_

If NO, explain actions taken:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Is the Contractor loading trucks to capacity? YES \_\_\_\_\_ NO \_\_\_\_\_

If NO, explain actions taken:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Identify Contractor's truck numbers observed while on site:

\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_  
\_\_\_\_\_

5. Were photographs taken at the loading site? YES \_\_\_\_\_ NO \_\_\_\_\_

photo log numbers: \_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_

Notes, Comments, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix O. DEBRIS DISPOSAL SITE MONITORING CHECKLIST

Date: \_\_\_\_\_

Arrival Time: \_\_\_\_\_

Departure Time: \_\_\_\_\_

Weather Conditions: \_\_\_\_\_

Disposal Site Location: \_\_\_\_\_

\_\_\_\_\_  
(Street Address or nearest intersection)

GPS Location: N \_\_\_\_\_ W \_\_\_\_\_

Disposal Site Monitor's Name: \_\_\_\_\_

(Print Name)

Other Monitor's Name: \_\_\_\_\_

(Print Name)

\_\_\_\_\_  
(Signature)

### Disposal Site

1. Is the Disposal Monitor filling out the Load Ticket properly? YES \_\_\_\_\_ NO \_\_\_\_\_

If NO, explain actions taken:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is the Disposal Monitor attaching a copy of the Weight Ticket to the Load Ticket? YES \_\_\_\_\_ NO \_\_\_\_\_

If NO, explain actions taken:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Are the Contractor's trucks loaded to capacity? YES \_\_\_\_\_ NO \_\_\_\_\_

If NO, explain actions taken:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Identify Contractor's truck numbers observed while on site:

\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_

: \_\_\_\_\_  
\_\_\_\_\_: \_\_\_\_\_: \_\_\_\_\_: \_\_\_\_\_: \_\_\_\_\_: \_\_\_\_\_: \_\_\_\_\_:  
\_\_\_\_\_

5. Were photographs taken at the loading site? YES \_\_\_\_\_ NO \_\_\_\_\_  
If YES, list photo log numbers:

\_\_\_\_\_: \_\_\_\_\_: \_\_\_\_\_: \_\_\_\_\_: \_\_\_\_\_: \_\_\_\_\_:

General Notes and Comments (Include observations of operations at the landfill.)

## Appendix P1.

### TDSR SITE BASELINE DATA CHECKLIST

#### A. Before Activities Begin

1. Take ground or aerial photographs and/or video.
2. Note important features, such as structures, fences, culverts, and landscaping.
3. Take random soil samples.
4. Take random groundwater samples.
5. Take water samples from existing wells.
6. Check the site for volatile organic compounds.

#### B. After Activities Begin

1. Establish groundwater-monitoring wells.
2. Take groundwater samples.
3. Take spot soil samples at household hazardous waste, ash, and fuel storage areas.

#### C. Progressive Updates

1. Update videos/photographs.
2. Update maps/sketches of site layout.
3. Update quality assurance reports, fuel spill reports, etc.

## **Appendix P2. TDSR SITE CLOSURE CHECKLIST**

1. Site number and location
2. Date closure complete
3. Household hazardous waste removed
4. Contractor equipment and temporary structures removed
5. Contractor petroleum spills remediated
6. Ash piles removed
7. Comparison of baseline information to conditions after the Contractor has vacated the temporary site.

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## **Appendix Q. Potential Final Disposal Sites**

Miami-Dade County has developed the attached list and map of potential temporary and final disaster debris disposal sites within the County. The City has preliminarily identified the following sites as potential destinations for final disposal of disaster debris:

- Miami-Dade County Central Transfer Station, Miami-Dade County
- Miami-Dade North Dade Landfill, Miami-Dade County
- Resource & Recovery Facility, Miami-Dade County

Decisions concerning the actual disposal of debris will be made based upon the nature of the event and the types/quantities of debris produced, and in consultation with the City's disaster debris management contractor(s). The City's disaster debris monitor will oversee the final disposal of all debris.

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## Appendix R. Recent Hurricane & Tropical Storm Debris Estimates

Storm Name	Type or Category <sup>1</sup>	Date	Est. CY Vegetative	Est. CY C&D/Mixed	Est. CY Total
Frances & Jeanne	Cat 2/Cat 3	Sept 2004	22,000	0	22,000
Katrina	Cat 1	Aug 2005	5,660	0	5,660
Wilma	Cat 2	Oct 2005	227,500	72,500	300,000
Future Estimate	Cat 3	N/A	580,000	1,350,000	3,710,000

<sup>1</sup> Notes:

- Hurricanes Frances and Jeanne made landfall in Martin County at the strengths indicated above. The impact on Miami-Dade County was significantly reduced due to the distance from the storm center and the location of the county on the “weak” side of the storm. Hurricane
- Hurricane Katrina made landfall near Hallandale Beach close to the Miami-Dade/Broward County line at as a nominal Category 1 tropical cyclone as indicated above.
- Hurricane Wilma was an overland tropical cyclone that crossed the State from West to East on a northeasterly track beginning near Marco Island, FL (on the west coast) crossing just south of Lake Okeechobee and entering the Atlantic Ocean at northern Palm Beach County. The impact on Miami-Dade County was unusually strong for a storm of this magnitude and distance away due in part to the county being on the “strong” side of the storm and the large wind field for an overland storm.

# APPENDIX H

## MIAMI BEACH

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# APPENDIX II OF 2 CFR 200

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## Disaster Recovery Services 2018-002-JC

PROCUREMENT DEPARTMENT  
1755 MERIDIAN AVE, 3<sup>RD</sup> FLOOR  
MIAMI BEACH, FLORIDA 33139

## APPENDIX II TO PART 200

### CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or

contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement Of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.