

details

File #: [240772](#) Version: 1

Type: MOTION

Title: Motion Approving Agreements for the Purchase of Disposal of Construction and Demolition Debris & Yard Waste - Waste Management Inc. of Florida and Coastal Waste and Recycling Inc. - \$6,402,533 (3-year initial term aggregate contract amount) - (Commission Districts 1, 2, 3 and 4)

Mover: [Warren Sturman](#)                      Second: [Steven Glassman](#)

Result: Pass

Agenda note:

Minutes note:

Action: APPROVED

Action text: APPROVED

votes (5:0)

5 records   Group   Export

Person Name	Vote
<a href="#">Warren Sturman</a>	Yea
<a href="#">Steven Glassman</a>	Yea
<a href="#">Pam Beasley-Pittman</a>	Yea
<a href="#">John C. Herbst</a>	Yea
<a href="#">Dean J. Trantalis</a>	Yea

Prepared by: Glenn Marcos, Chief Procurement Officer, Finance  
Melissa Doyle, Sustainability Division Manager, Public Works  
Laurie Platkin, Senior Procurement Specialist, Finance  
Matthew Eaton, Senior Administrative Assistant, Finance

Department Directors: Alan Dodd, P.E., Public Works  
Linda Short, Finance

**AGREEMENT FOR  
DISPOSAL OF CONSTRUCTION AND DEMOLITION DEBRIS & YARD WASTE**

THIS AGREEMENT for Disposal of Construction and Demolition Debris & Yard Waste (“Agreement”), made this 6 day of September 2024, is by and between the City of Fort Lauderdale, a Florida municipality (“City”), whose address is 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and Waste Management Inc. of Florida, a Florida corporation, (“Contractor”) whose principal address is 800 Capitol Street, Suite 3000, Houston, Texas 77002, Phone: 954-984-2007, Email: [jlambros@wm.com](mailto:jlambros@wm.com); (collectively, “Parties”).

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide disposal of construction and demolition debris & yard waste (the “Work”), and the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) Invitation to Bid (ITB) Event No. 335 - Disposal of Construction and Demolition Debris & Yard Waste, including any and all exhibits and addenda prepared by the City of Fort Lauderdale (“ITB” or “Exhibit A”).
- (2) The Contractor’s response to the ITB, dated August 2, 2024 (“Exhibit B”).
- (3) Specific awarded line items (Exhibit C”)

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

- A. First, this Agreement dated 6, September, 2024 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.
- D. Fourth, Exhibit C.

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City’s Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract

Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial term of this Agreement shall commence on September 3, 2024, and shall end on September 2, 2027. The City reserves the right to extend this Agreement for two (2) additional one (1)-year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30<sup>th</sup>, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended or revised.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

### **VI. GENERAL CONDITIONS**

#### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages,

settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

**B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the Work.

**C. Termination for Cause**

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice from the City identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and

continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

#### **F. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

##### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

##### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

##### **Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions

and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

#### Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

#### Disposal Coverage

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

#### Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

**H. Standard of Care**

Contractor represents that it is qualified to perform the work, that Contractor and its subcontractors



possess current, valid state of Florida and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2023), as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform

work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. The City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of the City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards.

In the event the Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any

of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractors' use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

**O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2023), as may be amended or revised.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**Z. Uncontrollable Circumstances (“Force Majeure”)**

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party’s performance is suspended under this Section.

**AA. Prohibition Against Contracting with Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be

amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

**BB. Attorney Fees**

If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

**CC. Resolution of Disputes**

Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.

During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

**DD. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE,**

**ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**EE. Non-Discrimination**

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The Contractor certifies and represents that it will comply with Section 2- 187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**FF. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

**GG. Notices**

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY:                               City Manager  
  City of Fort Lauderdale  
  401 SE 21<sup>st</sup> Street  
  Fort Lauderdale, Florida 33316

WITH A COPY:                           City Attorney  
  City of Fort Lauderdale  
  1 East Broward Boulevard, Suite 1320



Fort Lauderdale, Florida 33301

FOR CONTRACTOR: James F. Lambros, Vice President  
Waste Management Inc. of Florida  
1800 N. Military Trail, Suite 201  
Boca Raton, Florida 33431  
[jlambros@wm.com](mailto:jlambros@wm.com)

**HH. Foreign Countries of Concern**

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2023), as may be amended or revised.

**II. Anti-Human Trafficking**

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

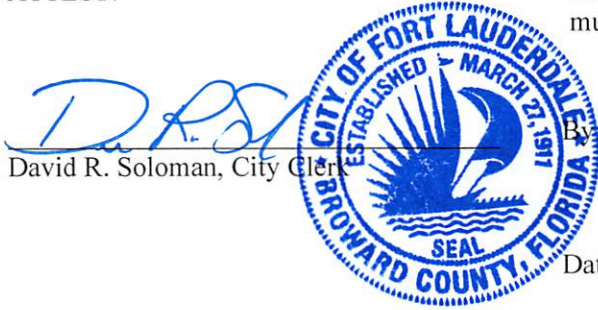
**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a Florida  
municipality



David R. Soloman  
David R. Soloman, City Clerk

Susan Grant  
Susan Grant  
Acting City Manager

Date: 9/6/24

Approved as to Form and Correctness:  
Thomas J. Ansbro, City Attorney

By: Rhonda Montoya Hasan  
Rhonda Montoya Hasan  
Senior Assistant City Attorney

**CONTRACTOR**

WITNESSES:

WASTE MANAGEMENT INC. OF FLORIDA, a  
Florida corporation

*Tracy Kellenberger*  
Signature

Tracy Kellenberger  
Print Name

*Odette A. Felix*  
Signature

Odette A. Felix  
Print Name

By: *David M. Myhan*  
David M. Myhan, President

(CORPORATE SEAL)



STATE OF Florida :  
COUNTY OF Palm Beach :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29 day of August, 2024, by David M. Myhan as President for WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation.



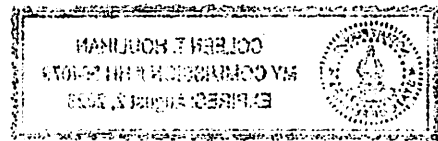
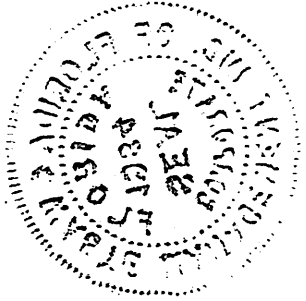
*Coleen T. Houlihan*  
(Signature of Notary Public – State of \_\_\_\_\_)

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of  
Notary Public)

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

*[Faint handwritten text]*

*[Faint handwritten text]*





# ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev: 1 | Date: 08/06/2024

The undersigned, on behalf of Waste Management Inc. of Florida,  
a Florida (State) Corporation (Type of Entity), (“Nongovernmental  
Entity”), under penalty of perjury, hereby deposes and says:

1. My name is David M. Myhan.
2. I am an  officer or  authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: David M. Myhan

Name of Officer or Representative: David M. Myhan Title: President

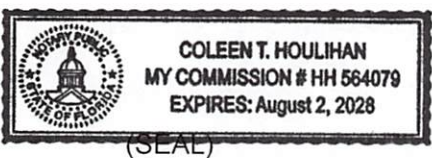
Office Address: 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431

Email Address: Dmyhan@wm.com

Main Phone Number: 954-984-2035 FEIN No.: 59-1094518

STATE OF Florida  
COUNTY OF Palm Beach

Sworn to and subscribed before me by means of  physical presence or  online notarization, this 28 day of August, 2024, by David M. Myhan, President.



Coleen T. Houlihan  
(Signature of Notary Public – State of \_\_\_\_\_)

Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YYYY)  
8/19/2024

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

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

PRODUCER <b>LOCKTON COMPANIES</b> 3857 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Indemnity Insurance Co of North America		43575
INSURER B : ACE American Insurance Company		22667
INSURER C : ACE Fire Underwriters Insurance Company		20702
INSURER D : ACE Property and Casualty Insurance Company		20699
INSURER E :		
INSURER F :		

INSURED  
**1300436 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT INC. OF FLORIDA**  
1800 NORTH MILITARY TRAIL, SUITE 201  
BOCA RATON FL 33431

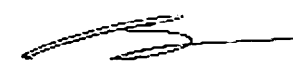
COVERAGES **CERTIFICATE NUMBER: 20851160** **REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G48902339	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H10822294	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XEU G27929242 009	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C55517010 (AOS) WLR C55516881 (AZ, CA & MA) SCF C55517083 (WI)	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 3,000,000 EL. DISEASE - EA EMPLOYEE \$ 3,000,000 EL. DISEASE - POLICY LIMIT \$ 3,000,000
B	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H10822233	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
ADDITIONAL INSURED IN FAVOR OF \* ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ALL POLICIES INCLUDE A BLANKET AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT (PROVISION) THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES IT. IN THE ABSENCE OF SUCH A CONTRACTUAL OBLIGATION ON THE PART OF THE NAMED INSURED, THE WAIVER OF SUBROGATION FEATURE DOES NOT APPLY. 30 DAYS NOTICE OF CANCELLATION IS INCLUDED ON THE POLICIES.

**CERTIFICATE HOLDER****CANCELLATION** See Attachment

<b>20851160</b> CITY OF FORT LAUDERDALE 401 SE 21ST STREET FORT LAUDERDALE FL 33316	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

POLICY NUMBER: HDO G48902339

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II — Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III — Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/20/2024

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

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

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Waste Management, Inc. 800 Capitol Suite 3000 Houston TX 77002 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Ironshore Specialty Insurance Company		25445
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570107745951**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED    RETENTION				IEELPLLCAS2F004	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	\$24,000,000 \$24,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	Environmental Site Liability				ISPILLSCAS2J004 Claims-Made	07/01/2024	07/01/2025	Each Incident Limit Aggregate Limit	\$1,000,000 \$2,000,000

Certificate No : 570107745951

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

Named Insured Site Location: Waste Management Inc. of Florida, 3831 NW 21st Avenue, Pompano Beach, FL 33073-3002.

**CERTIFICATE HOLDER****CANCELLATION**

City of Fort Lauderdale 401 SE 21st Street Fort Lauderdale FL 33316 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Southwest Inc</i>
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**Event # 335-2**

**Name:** Disposal of Construction and Demolition Debris & Yard Waste

**Description:** The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide disposal services for Construction and Demolition Debris and Yard Waste for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

Contract Term: Three (3) Year Initial Term with two (2) 1-year renewals

**Buyer:** PLATKIN, LAURIE D.

**Status:** Pending Award

**Event Type:** IFB

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** No

**Q & A Allowed:** Yes

**Number Of Amendments:** 2

**Display Bid Tabulation:** Display When Event Awarded And Closed

**Event Dates**

**Preview:**

**Q & A Open:** 07/22/2024 05:30:00 PM

**Open:** 07/22/2024 05:00:00 PM

**Q & A Close:** 07/30/2024 05:00:00 PM

**Close:** 08/06/2024 02:00:00 PM

**Dispute Close:**

**Questions**

Question	Response Type	Attachment
Did you download, review, sign and attach the required forms?	Yes No	Required Forms Packet.pdf
Did you download, read, and sign Addendum 1?	Yes No	Addendum1.pdf

**Attachments**

Name	Attachment
335 - Solicitation	335 - P&D of Construction & Yard Waste_V1.pdf
CoFL General Conditions	1. General Conditions - Rev 08-2023.pdf

## Event # 335-2: Disposal of Construction and Demolition Debris & Yard Waste

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### Contacts

Name	Phone Number	Email Address
LAURIE PLATKIN	US 954-828-5138	lplatkin@fortlauderdale.gov

### Commodity Codes

Commodity Code	Description
958-96	Waste Management Services
962-39	Hauling Services
968-71	Solid or Liquid Waste Disposal (Including Management Service

### Line Details

#### Line 1: Infrastructure (Stormwater) Silts

---

**Description:** Infrastructure (Stormwater) Silts generated from street sweeping and desilting of pipes and other infrastructure, excluding sewer. Silts are dewatered prior to hauling with annual TCLP provided demonstrating non-hazardous. Quantity provided is estimated for 1 year and may not be indicative of future needs.

**Item:** INFRASTRUCTURE SILTS Infrastructure (Stormwater) Silts

**Commodity Code:** 968-71 Solid or Liquid Waste Disposal (Including Management Service

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 1,704.0000

**Unit of Measure:** TN

**Require Response:** No

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Event # 335-2: Disposal of Construction and Demolition Debris & Yard Waste

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### Line 2: Infrastructure (Stormwater) Silts

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**Description:** Infrastructure (Stormwater) Silts generated from street sweeping and desilting of pipes and other infrastructure, excluding sewer. Silts are dewatered prior to hauling with annual TCLP provided demonstrating non-hazardous. Quantity provided is estimated for 1 year and may not be indicative of future needs.

**Item:** INFRASTRUCTURE SILTS    Infrastructure (Stormwater) Silts

**Commodity Code:** 968-71    Solid or Liquid Waste Disposal (Including Management Service)

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 3,120.0000

**Unit of Measure:** CY

**Require Response:** No

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

### Line 3: Yard Waste Residential

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**Description:** Yard waste collected from residential homes in 95-gallon carts in side-loading, self-dumping trucks. Quantity provided is estimated for 1 year and may not be indicative of future needs.

**Item:** YARD WASTE RESIDENTIAL    Yard Waste Residential

**Commodity Code:** 958-96    Waste Management Services

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 16,800.0000

**Unit of Measure:** TN

**Require Response:** No

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

### Line 4: Land Clearing Debris (Tons)

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**Description:** Land Clearing Debris (Tons). Quantity provided is estimated for 1 year and may not be indicative of future needs.

**Item:** LAND CLEARING DEBRIS (TONS)    Land Clearing Debris (Tons)

## Event # 335-2: Disposal of Construction and Demolition Debris & Yard Waste

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**Commodity Code:** 958-96 Waste Management Services

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 250.0000

**Unit of TN Measure:**

**Require No Response:**

**Price Breaks No Allowed:**

**Allow Alternate No Responses:**

**Add On No Charges Allowed:**

### Line 5: Land Clearing Debris (CY)

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**Description:** Land Clearing Debris (CY). Quantity provided is estimated for 1 year and may not be indicative of future needs.

**Item:** LAND CLEARING DEBRIS (CY) Land Clearing Debris (CY)

**Commodity Code:** 958-96 Waste Management Services

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 400.0000

**Unit of CY Measure:**

**Require No Response:**

**Price Breaks No Allowed:**

**Allow Alternate No Responses:**

**Add On No Charges Allowed:**

### Line 6: Yard Waste Rolloff (Tons)

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**Description:** Yard Waste delivered via Rolloff (Tons). Quantity provided is estimated for 1 year and may not be indicative of future needs.

**Item:** YARD WASTE ROLLOFF (TONS) Yard Waste Rolloff (Tons)

**Commodity Code:** 958-96 Waste Management Services

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 1,200.0000

**Unit of TN Measure:**

**Require No Response:**

**Price Breaks No Allowed:**

**Allow Alternate No Responses:**

# Event # 335-2: Disposal of Construction and Demolition Debris & Yard Waste

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**Add On No**  
**Charges**  
**Allowed:**

## Line 7: Yard Waste Rolloff (CY)

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**Description:** Yard Waste Rolloff (CY). Quantity provided is estimated for 1 year and may not be indicative of future needs.

**Item:** YARD WASTE ROLLOFF (CY) Yard Waste Rolloff (CY)

**Commodity Code:** 958-96 Waste Management Services

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 5,000.0000

**Unit of Measure:** CY

**Require No**  
**Response:**

**Price Breaks No**  
**Allowed:**

**Allow Alternate No**  
**Responses:**

**Add On No**  
**Charges**  
**Allowed:**

## Line 8: Mixed Construction and Demolition Debris

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**Description:** Mixed Construction and Demolition debris. Quantity provided is estimated for 1 year and may not be indicative of future needs.

**Item:** MIXED C&D DEBRIS Mixed C&D Debris

**Long Item Description:** Mixed Construction and Demolition debris

**Commodity Code:** 968-71 Solid or Liquid Waste Disposal (Including Management Service)

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 7,800.0000

**Unit of Measure:** TN

**Require No**  
**Response:**

**Price Breaks No**  
**Allowed:**

**Allow Alternate No**  
**Responses:**

**Add On No**  
**Charges**  
**Allowed:**

## Line 9: Clean Concrete

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## Event # 335-2: Disposal of Construction and Demolition Debris & Yard Waste

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**Description:** Clean Concrete. Quantity provided is estimated for 1 year and may not be indicative of future needs.

**Item:** CLEAN CONCRETE    Clean Concrete

**Commodity Code:** 958-96    Waste Management Services

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 600.0000

**Unit of Measure:** CY

**Require Response:** No

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

### Line 10: Concrete with Rebar

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**Description:** Concrete with Rebar. Quantity provided is estimated for 1 year and may not be indicative of future needs.

**Item:** CONCRETE WITH REBAR    Concrete w/Rebar

**Commodity Code:** 958-96    Waste Management Services

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 600.0000

**Unit of Measure:** CY

**Require Response:** No

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

### Line 11: Unscreened Seaweed

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**Description:** Unscreened Seaweed. Quantity provided is estimated for 1 year and may not be indicative of future needs.

**Item:** UNSCREENED SEAWEED    Unscreened seaweed

**Commodity Code:** 958-96    Waste Management Services

**Manufacturer Code:** MFC

**Division:** DIV

# Event # 335-2: Disposal of Construction and Demolition Debris & Yard Waste

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**Quantity:** 1,500.0000

**Unit of Measure:** CY

**Require Response:** No

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 12: Clean Soil

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**Description:** Clean soil generated by cemetery activities and other earthwork. TCLP performed annually demonstrating non-hazardous. Quantity provided is estimated for 1 year and may not be indicative of future needs.

**Item:** CLEAN SOIL    Clean Soil

**Commodity Code:** 968-71    Solid or Liquid Waste Disposal (Including Management Service)

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 8,400.0000

**Unit of Measure:** CY

**Require Response:** No

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide disposal services for Construction and Demolition Debris and Yard Waste for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

### 1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Laurie Platkin, at (954) 828-5138 or email at [LPlatkin@fortlauderdale.gov](mailto:LPlatkin@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the [City's on-line strategic sourcing platform](#). Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the [City's on-line strategic sourcing platform](#) shall become part of any contract that is created from this ITB.

### 1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the [City's on-line strategic sourcing platform](#) well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the [City's on-line strategic sourcing platform](#).



**1.5 Electronic Bid Openings**

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

*END OF SECTION*

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the [City's on-line strategic sourcing platform](#) and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### 2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

### 2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

### 2.5 Pricing/Delivery

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Bid Submittal page. Failure to use the City's Bid Submittal page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

### 2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

### 2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the

City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

**2.8 Related Expenses/Travel Expenses**

All costs including travel are to be included in your bid. The City will not accept any additional costs.

**2.9 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

**2.10 Mistakes**

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

**2.11 Acceptance of Bids / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

**2.11.2** The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

**2.12 Modification of Services**

**2.12.1** While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

**2.12.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

**2.12.4** If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

**2.13 Non-Exclusive Contract**

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.14 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

**2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.17 Minimum Qualifications**

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

**2.17.1** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.17.2** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

## 2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with [City of Fort Lauderdale Ordinance No. C-11-42](#), and [Resolution No. 07-101, Lobbying Activities](#). Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office at One East Broward Blvd., Suite 444, Fort Lauderdale, Florida 33301. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

## 2.19 Local Business Preference

**2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

**2.19.2** Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.19.3** Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the local business preference.

**2.19.4** The complete local business preference ordinance may be found on the City's web site at the following link:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR)

### 2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

## **2.20 Disadvantaged Business Enterprise Preference**

**2.20.1** Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

**2.20.2** Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri- County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.20.3** Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

**2.20.4** The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:

<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

### **2.20.5 Definitions**

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

- d. The term “Disadvantaged Class 4 Enterprise” shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City’s Procurement Manual.

**2.21 Protest Procedure**

**2.21.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city’s procurement ordinance or any applicable law, may follow the protest procedure as found in the city’s procurement ordinance within five (5) days after a notice of intent to award is posted on the city’s web site at the following link.

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

**2.21.2** The complete protest ordinance may be found on the city’s web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

**2.22 Public Entity Crimes**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City’s competitive procurement activities.

**2.23 Subcontractors - N/A**

**2.24 Bid Security - N/A**

**2.25 Payment and Performance Bond - N/A**

**2.26 Insurance Requirements**

**2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor’s insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City’s Risk Manager.

**2.26.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the

Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.26.3** The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**Pollution and Remediation Legal Liability (Hazardous Materials)**

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials,



the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

**Contractors Pollution Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

**Disposal Coverage**

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

**2.26.4 Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

**The Certificate Holder should read as follows:**

City of Fort Lauderdale  
401 SE 21st Street  
Fort Lauderdale, FL 33316

**2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage

exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

**2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

**2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

**2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

**2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

**2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

**2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**2.27 Insurance – Sub-Contractors - N/A**

**2.28 Insurance for Collection of Credit Card Payments - N/A**

**2.29 Award of Contract**

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

**IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.**

**2.30 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the

responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

### **2.31 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

### **2.32 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.32.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.32.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.32.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.32.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

### **2.33 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

### **2.34 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

### **2.35 Approved Equal or Alternative Product Bids - N/A**

### **2.36 Contract Period**

The initial contract term shall commence upon date of award by the City and shall expire three

(3) years from that date. The City reserves the right to extend the contract for two (2), additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

### **2.37 Cost Adjustments**

Prices quoted shall be firm for the initial contract term of 3 years. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this Invitation to Bid.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department. of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

### **2.38 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

### **2.39 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.

- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

**2.40 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

**2.41 Substitution of Personnel - N/A**

**2.42 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

**2.43 Condition of Trade-In Equipment - N/A**

**2.44 Conditions of Trade-In Shipment and Purchase Payment - N/A**

**2.45 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

**2.46 Service Organization Controls - N/A**

#### **2.47 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

#### **2.48 Rules and Submittals of Bids**

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

#### **2.49 Bid Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

#### **2.50 Public Records**

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (2023) ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes (2023). Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**2.51 PCI (Payment Card Industry) Compliance - N/A**

*END OF SECTION*

## **SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### **3.1 General Information/Intent**

#### **3.1.1 Construction and Demolition Debris**

The City of Fort Lauderdale generates Construction & Demolition debris (C & D) when new building and civil-engineering structures are constructed and when existing buildings and civil-engineering structures are renovated, maintained or demolished. Civil-engineering structures include but are not limited to streets and roadways, bridges, utility plants and related infrastructure, docks and seawalls.

#### **3.1.2 C & D generated includes heavy materials such as:**

**3.1.2.1 Concrete (with and without reinforcing steel)**

**3.1.2.2 Wood**

**3.1.2.3 Asphalt (including but not limited to roadway and roofing)**

**3.1.2.4 Gypsum**

**3.1.2.5 Metals**

**3.1.2.6 Brick**

**3.1.2.7 Glass**

**3.1.2.8 Plastics**

**3.1.2.9 Salvaged building components (doors, windows, plumbing fixtures, etc.)**

**3.1.2.10 Trees, stumps, earth, silt and rock, street sweeper silts**

#### **3.1.3 Contractor will be required to accept deliveries of C & D from the City work crews and authorized haulers partnering on City projects and recycle or dispose of it properly.**

#### **3.1.4 Yard Waste Debris**

The City of Fort Lauderdale collects yard waste from its residential collection routes as well as generating yard waste debris from routine City activities including clearing and maintenance of City property and lots, management of cemetery property, maintenance of City parks and routine tree work within the City of Fort Lauderdale.

#### **3.1.5 Yard Waste Debris includes but is not limited to:**

**3.1.5.1 Grass clippings**

**3.1.5.2 Brush**

**3.1.5.3 Palm fronds**

**3.1.5.4 Flowers, weeds and other organic matter from gardening activities**

**3.1.5.5 Tree branches**

**3.1.5.6 Horse manure**

**3.1.5.7 Leaves**

**3.1.5.8 Mulch**

**3.1.5.9 Seaweed**

**3.1.5.10 Tree trunks/stumps less than 50 pounds**

#### **3.1.6 Contractor will be required to accept deliveries of Yard Waste Debris (YW) from City work crews and authorized haulers and recycle, compost, process and/or dispose of it properly.**

### **3.2 Permits, Taxes, Licenses and Fees**

#### **3.2.1 The successful Contractor(s) shall at their own expense obtain all necessary permits, pay all license fees and taxes, shall be required to comply with all local ordinances, State and Federal laws and rules and regulations that may apply to the services provided under this contract.**



**3.2.2** Any and all fees required by the processing/disposal facility shall be included in the per ton/per yard rate proposed, including transportation costs to transfer and handle or sort materials, environmental and fuel surcharges and any administrative or other fees.

**3.3 Operational Requirements**

**3.3.1** The City of Fort Lauderdale requires a delivery/processing/disposal site for YW and C & D debris with access Monday through Saturday during business hours. The City seeks a location(s) within Broward County with an operational scale or attendant. Scale or delivery tickets must be provided for each load delivered including truck number, gross and tare weights (if charged by ton) or yards received, material type delivered and the cost of the load. Upon delivery, all materials shall become the property and responsibility of the Contractor. By submitting pricing in response to this solicitation, Contractor agrees all materials will be managed and disposed of in accordance with applicable laws and regulations.

**3.3.2** The City makes a concerted effort to segregate loads by type of waste whenever possible. Contractor agrees to accept all loads of acceptable C & D debris, whether segregated or commingled. Contractor agrees to accept all loads of acceptable YW debris, whether segregated or commingled. Loads may not be rejected by the Contractor unless contamination of load exceeds 25% of the entire load by volume, the load contains hazardous wastes, or is determined to be prohibited by permit or applicable laws and regulations.

**3.4 Current Quantities**

**3.4.1** The City currently disposes of materials in the quantities indicated in **Attachment A** with volumes expected to increase in future years based on project schedules. Any future quantities are estimated and not guaranteed, as they may increase or decrease at any time. The Contractor is required to fulfill the City's needs as they arise.

*END OF SECTION*

## Attachment A – Historical Information - 2020-2024 Quantities

	C&D Rolloffs	Yard Waste (Residential)	Yard Waste (Roll-offs)
<b>Service Month/ Year</b>			
Oct-20	575.71	1342.73	97.42
Nov-20	357.72	1452.28	115.66
Dec-20	359.91	1040.09	97.62
Jan-21	513.98	1010.4	87.32
Feb-21	365.83	1003.93	78.14
Mar-21	644.49	1152.84	73.58
Apr-21	477.16	1149.09	72.24
May-21	527.77	1209.48	102.51
Jun-21	461.17	1227.51	128.86
Jul-21	516.46	1424.2	69.43
Aug-21	901.83	1036.23	82.48
Sep-21	824.51	1087.58	102.9
Oct-21	565.7	915.05	95.87
Nov-21	394.09	1084.39	78.22
Dec-21	429.33	1016.69	80.54
Jan-22	720.44	1009.18	89.2
Feb-22	460.01	924.04	77.84
Mar-22	492.69	1192.69	89.19
Apr-22	399.46	1211.92	46.4
May-22	514.29	1208.34	96.92
Jun-22	746.11	1174.16	72.12
Jul-22	862.92	1055.71	116.83
Aug-22	760.24	1014.27	107.71
Sep-22	443.48	877.08	49.57
Oct-22	425.43	909.92	58.95
Nov-22	369.52	834.81	79.36
Dec-22	340.81	706.82	72.3
Jan-23	382.52	868.27	73.78
Feb-23	392.51	1002.45	25.37
Mar-23	426.1	1144.97	11.53
Apr-23	587.38	1105.74	18.38
May-23	634.34	1263.42	21.06
Jun-23	817.79	1418.52	118.21
Jul-23	567.61	1249.68	58.24
Aug-23	643.4	1039.2	36.09
Sep-23	545.9	1479.96	-
Oct-24	838.32	1383.18	87.73
Nov-24	534.35	1531.6	55.36
Dec-24	576.46	1334.31	76.94
Jan-24	451.22	1162.51	-
Feb-24	509.8	1106.9	105
Mar-24	592.68	1301.49	19.01
Apr-24	406.31	1302.35	55.26
May-24	489.06	1375.06	48.52
Jun-24	536.11	1499.58	47.24
Jul-24			
Aug-24			
Sep-24			
<b>Totals:</b>	<b>24382.92</b>	<b>51840.62</b>	<b>3176.9</b>

## Attachment A – Historical Information - 2020-2024 Quantities

Service Month/Year	Street Sweeping Silts		Infrastructure Silts		Cemetery Soils	
	# of Pulls	Tons	# of Pulls	Tons	# of Pulls	Cubic Yards
Oct-20	3	41.04	3	43.83		
Nov-20	7	109	7	102.02		
Dec-20	5	68.04	5	71.1		
Jan-21	5	64.61	5	68.13		
Feb-21	6	58.03	6	58.86		
Mar-21	6	67.52	6	75.46		
Apr-21	5	42.81	5	50.32	1	30
May-21	5	64.35	5	70.18	1	30
Jun-21	5	75.99	5	66.94		
Jul-21	3	51.13	3	46.02		
Aug-21	2	31.39	2	31.57		
Sep-21	4	67.87	4	62.69		
Oct-21	3	47	3	42.59		
Nov-21	3	46.2	3	48.28		
Dec-21	3	43.58	4	65.4		
Jan-22	4	57.37	4	53.77		
Feb-22	4	58.59	4	46.44	5	150
Mar-22	5	61.99	5	72	9	270
Apr-22	6	84.24	6	93.55	6	180
May-22	3	46.48	3	48.1	8	240
Jun-22	5	72.96	4	59.21	8	240
Jul-22	2	24.77	2	25.78	10	300
Aug-22	4	54.08	4	55.96	15	450
Sep-22	3	36.71	3	47.32	19	570
Oct-23	4	61.61	4	60.75	20	600
Nov-23	5	74.37	5	73.57	20	600
Dec-23	3	35.12	3	39.97	41	1230
Jan-23	4	41.82	4	48.87	34	1020
Feb-23	5	60.32	5	69.71	43	1290
Mar-23	7	47.93	7	74.3	42	1260
Apr-23	6	90.23	6	100.65	14	420
May-23	4	64.71	5	84.19	14	420
Jun-23	4	59.64	4	68.23	19	570
Jul-23	3	44.7	3	50.6	24	720
Aug-23	4	67.44	4	78.19	24	720
Sep-23	3	44.72	3	50.31	20	600
Oct-24	4	65.38	4	73.9	15	450
Nov-24	4	56.28	4	70.42	11	330
Dec-24	6	96.11	6	15.15	12	360
Jan-24	5	90.86	5	93.37	11	330
Feb-24	4	55.09	4	71.07	4	120
Mar-24	6	64.03	7	113.2	4	120
Apr-24	4	59.17	4	72.36	8	240
May-24	4	60.19	4	72.83	4	120
Jun-24	3	46.80	3	49.84	3	90
Jul-24						
Aug-24						
Sep-24						
<b>Totals:</b>	<b>193</b>	<b>2662.27</b>	<b>195</b>	<b>2837</b>	<b>469</b>	<b>14070</b>

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and

procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

**1.11 SCRUTINIZED COMPANIES**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

**1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

**INVITATION TO BID (ITB)** The solicitation document used for soliciting competitive sealed bids for goods or services.

**INVITATION TO NEGOTIATE (ITN)** All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

**REQUEST FOR PROPOSALS (RFP)** A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

**REQUEST FOR QUALIFICATIONS (RFQ)** A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

**BID** – a price and terms quote received in response to an ITB.

**PROPOSAL** – a proposal received in response to an RFP.

**BIDDER** – Person or firm submitting a Bid.

**PROPOSER** – Person or firm submitting a Proposal.

**RESPONSIVE BIDDER** – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

**RESPONSIBLE BIDDER** – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

**FIRST RANKED PROPOSER** – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

**SELLER** – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

**CONTRACTOR** – Any firm having a contract with the city. Also referred to as a "Vendor".

**CONTRACT** – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

**CONSULTANT** – A firm providing professional services for the city.

**2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

**3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

**3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

**3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **PART IV BONDS AND INSURANCE**

**4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED for General Liability Insurance** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

**5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

**5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.
1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
  2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
  3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
  4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
  5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.15 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:



1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 **ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.



**NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

**NAME**

**RELATIONSHIPS**

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In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



### CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

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Company Name

---

Name (Printed)

---

Signature

---

Title

---

Date



## **LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

**[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD ARTVFI DIV2PR S2-186LOBUPRPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(6) \_\_\_\_\_ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE



## DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>**

### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_  
Business Name

is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

(2) \_\_\_\_\_  
Business Name

is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

(3) \_\_\_\_\_  
Business Name

is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4) \_\_\_\_\_  
Business Name

is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5) \_\_\_\_\_  
Business Name

is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE



**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

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

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
**(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. ***(Only applicable if purchasing real property)*** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Entity: \_\_\_\_\_

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

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

(Notary Seal)

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**REFERENCES**

All references shall include owner, address, contact name, phone number, email and the contract value. References shall not include the City of Fort Lauderdale. A minimum of three (3) references shall be provided:

1. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

2. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

3. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

4. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

5. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

**CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the [City's on-line strategic sourcing platform](#) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) \_\_\_\_\_ EIN (Optional): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): \_\_\_\_\_

Total Bid Discount (**section 1.05 of General Conditions**): \_\_\_\_\_

Check box if your firm qualifies for DBE (**section 1.09 of General Conditions**):

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 1

ITB No. 335  
Disposal of Construction and Demolition Debris & Yard Waste

ISSUED: 7/30/24

This addendum is being issued to make the following change(s):

- 1) In response to question:
  - a. Q: *How do you open the window with the question to see the full response to the question? Question # 2 does not show the full response to the question.*
  - b. A: Providing attached list of all questions and answers to date.
- 2) Revised Attachment A indicating Tons on page 1.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin  
Senior Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

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

## Event 335 - Q&A

No.	Question	Answer
1	The quantities of material are in tons?	<b>Material quantities are in tons or cubic yards and labeled as such.</b>
2	Who is the current provider and what is the current rate?	<b>Waste Management Inc. of Florida - Clean Fill (dirt and rock, stormwater infrastructure silts) and Mixed Construction Demolition to \$37.50 per ton. Yard waste is WM at \$49.00/ton; Concrete and cemetery soils go to Meeking Lakefill at \$50 for every 10cy.</b>
3	Attachment A - page one has no designation whether yards or tons, page 2 does. Please clarify the materials listed on page 1 whether they are listed in yards or tons? Thank you.	<b>Attachment A - page 1, materials listed are in Tons.</b>
4	How do you open the window with the question to see the full response to the question? Question # 2 does not show the full response to the question.	<b>See Addendum 1</b>
5	This is a bid for disposal, under references are you looking for individual customers references? Some of the insurance does not apply like auto coverage?	<b>Customer references can include current haulers or landfill/XFR/processing customers.  The insurance will remain as is. If you do not have auto coverage because you have no vehicles, please state accordingly.</b>
6	There is no provision for increases in disposal and trucking, can this be added?	<b>No</b>

## Attachment A – Historical Information - 2020-2024 Quantities

	C&D Rolloffs	Yard Waste (Residential)	Yard Waste (Roll-offs)
Service Month/ Year	Tons	Tons	Tons
Oct-20	575.71	1342.73	97.42
Nov-20	357.72	1452.28	115.66
Dec-20	359.91	1040.09	97.62
Jan-21	513.98	1010.4	87.32
Feb-21	365.83	1003.93	78.14
Mar-21	644.49	1152.84	73.58
Apr-21	477.16	1149.09	72.24
May-21	527.77	1209.48	102.51
Jun-21	461.17	1227.51	128.86
Jul-21	516.46	1424.2	69.43
Aug-21	901.83	1036.23	82.48
Sep-21	824.51	1087.58	102.9
Oct-21	565.7	915.05	95.87
Nov-21	394.09	1084.39	78.22
Dec-21	429.33	1016.69	80.54
Jan-22	720.44	1009.18	89.2
Feb-22	460.01	924.04	77.84
Mar-22	492.69	1192.69	89.19
Apr-22	399.46	1211.92	46.4
May-22	514.29	1208.34	96.92
Jun-22	746.11	1174.16	72.12
Jul-22	862.92	1055.71	116.83
Aug-22	760.24	1014.27	107.71
Sep-22	443.48	877.08	49.57
Oct-22	425.43	909.92	58.95
Nov-22	369.52	834.81	79.36
Dec-22	340.81	706.82	72.3
Jan-23	382.52	868.27	73.78
Feb-23	392.51	1002.45	25.37
Mar-23	426.1	1144.97	11.53
Apr-23	587.38	1105.74	18.38
May-23	634.34	1263.42	21.06
Jun-23	817.79	1418.52	118.21
Jul-23	567.61	1249.68	58.24
Aug-23	643.4	1039.2	36.09
Sep-23	545.9	1479.96	-
Oct-24	838.32	1383.18	87.73
Nov-24	534.35	1531.6	55.36
Dec-24	576.46	1334.31	76.94
Jan-24	451.22	1162.51	-
Feb-24	509.8	1106.9	105
Mar-24	592.68	1301.49	19.01
Apr-24	406.31	1302.35	55.26
May-24	489.06	1375.06	48.52
Jun-24	536.11	1499.58	47.24
Jul-24			
Aug-24			
Sep-24			
<b>Totals:</b>	<b>24382.92</b>	<b>51840.62</b>	<b>3176.9</b>

## Attachment A – Historical Information - 2020-2024 Quantities

Service Month/Year	Street Sweeping Silts		Infrastructure Silts		Cemetery Soils	
	# of Pulls	Tons	# of Pulls	Tons	# of Pulls	Cubic Yards
Oct-20	3	41.04	3	43.83		
Nov-20	7	109	7	102.02		
Dec-20	5	68.04	5	71.1		
Jan-21	5	64.61	5	68.13		
Feb-21	6	58.03	6	58.86		
Mar-21	6	67.52	6	75.46		
Apr-21	5	42.81	5	50.32	1	30
May-21	5	64.35	5	70.18	1	30
Jun-21	5	75.99	5	66.94		
Jul-21	3	51.13	3	46.02		
Aug-21	2	31.39	2	31.57		
Sep-21	4	67.87	4	62.69		
Oct-21	3	47	3	42.59		
Nov-21	3	46.2	3	48.28		
Dec-21	3	43.58	4	65.4		
Jan-22	4	57.37	4	53.77		
Feb-22	4	58.59	4	46.44	5	150
Mar-22	5	61.99	5	72	9	270
Apr-22	6	84.24	6	93.55	6	180
May-22	3	46.48	3	48.1	8	240
Jun-22	5	72.96	4	59.21	8	240
Jul-22	2	24.77	2	25.78	10	300
Aug-22	4	54.08	4	55.96	15	450
Sep-22	3	36.71	3	47.32	19	570
Oct-23	4	61.61	4	60.75	20	600
Nov-23	5	74.37	5	73.57	20	600
Dec-23	3	35.12	3	39.97	41	1230
Jan-23	4	41.82	4	48.87	34	1020
Feb-23	5	60.32	5	69.71	43	1290
Mar-23	7	47.93	7	74.3	42	1260
Apr-23	6	90.23	6	100.65	14	420
May-23	4	64.71	5	84.19	14	420
Jun-23	4	59.64	4	68.23	19	570
Jul-23	3	44.7	3	50.6	24	720
Aug-23	4	67.44	4	78.19	24	720
Sep-23	3	44.72	3	50.31	20	600
Oct-24	4	65.38	4	73.9	15	450
Nov-24	4	56.28	4	70.42	11	330
Dec-24	6	96.11	6	15.15	12	360
Jan-24	5	90.86	5	93.37	11	330
Feb-24	4	55.09	4	71.07	4	120
Mar-24	6	64.03	7	113.2	4	120
Apr-24	4	59.17	4	72.36	8	240
May-24	4	60.19	4	72.83	4	120
Jun-24	3	46.80	3	49.84	3	90
Jul-24						
Aug-24						
Sep-24						
<b>Totals:</b>	<b>193</b>	<b>2662.27</b>	<b>195</b>	<b>2837</b>	<b>469</b>	<b>14070</b>



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## Executive Summary Report

Of

### Event: 335-2 - Disposal of Construction and Demolition Debris & Yard Waste

**Buyer:** LAURIE PLATKIN

**Date Range:** 07/22/2024 05:00:00 PM - 08/06/2024 02:00:00 PM

**Suppliers Notified:** 38

**Notified Suppliers 3  
Responding:**

**All Suppliers 4  
Responding:**

#### Suppliers Responding

---

Total Bid Amount

Total Awarded

Response Attachment Exists

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#### Event Lines And Responses

Item	Description	Unit of Measure	Quantity
INFRASTRUCTURE SILTS-	Infrastructure (Stormwater) Silts generated from street sweeping and desilting of pipes and other infrastructure, excluding sewer. Silts are dewatered prior to hauling with annual TCLP provided demonstrating non-hazardous. Quantity provided is estimated for 1 year and may not be indicative of future needs.	TN	1,704.0000
INFRASTRUCTURE SILTS-	Infrastructure (Stormwater) Silts generated from street sweeping and desilting of pipes and other infrastructure, excluding sewer. Silts are dewatered prior to hauling with annual TCLP provided demonstrating non-hazardous. Quantity provided is estimated for 1 year and may not be indicative of future needs.	CY	3,120.0000
YARD WASTE RESIDENTIAL-	Yard waste collected from residential homes in 95-gallon carts in side-loading, self-dumping trucks. Quantity provided is estimated for 1 year and may not be indicative of future needs.	TN	16,800.0000

continued...

Item	Description	Unit of Measure	Quantity
LAND CLEARING DEBRIS (TONS)-	Land Clearing Debris (Tons). Quantity provided is estimated for 1 year and may not be indicative of future needs.	TN	250.0000
LAND CLEARING DEBRIS (CY)-	Land Clearing Debris (CY). Quantity provided is estimated for 1 year and may not be indicative of future needs.	CY	400.0000
YARD WASTE ROLLOFF (TONS)-	Yard Waste delivered via Rolloff (Tons). Quantity provided is estimated for 1 year and may not be indicative of future needs.	TN	1,200.0000
YARD WASTE ROLLOFF (CY)-	Yard Waste Rolloff (CY). Quantity provided is estimated for 1 year and may not be indicative of future needs.	CY	5,000.0000
MIXED C&D DEBRIS-	Mixed Construction and Demolition debris. Quantity provided is estimated for 1 year and may not be indicative of future needs.	TN	7,800.0000
CLEAN CONCRETE-	Clean Concrete. Quantity provided is estimated for 1 year and may not be indicative of future needs.	CY	600.0000
CONCRETE WITH REBAR-	Concrete with Rebar. Quantity provided is estimated for 1 year and may not be indicative of future needs.	CY	600.0000
UNSCREENED SEAWEED-	Unscreened Seaweed. Quantity provided is estimated for 1 year and may not be indicative of future needs.	CY	1,500.0000
CLEAN SOIL-	Clean soil generated by cemetery activities and other earthwork. TCLP performed annually demonstrating non-hazardous. Quantity provided is estimated for 1 year and may not be indicative of future needs.	CY	8,400.0000

## Header Questions And Responses

continued...

QUESTION

Did you download, review, sign and attach the required forms?

Question Responses		
Supplier	Response	Has Attachment
Coastal Waste & Recycling	Yes	Yes
Waste Management Inc. of Florida	Yes	Yes
Panzarella MRF, LLC.	Yes	Yes

QUESTION

Did you download, read, and sign Addendum 1?

Question Responses		
Supplier	Response	Has Attachment
Coastal Waste & Recycling	Yes	Yes
Waste Management Inc. of Florida	Yes	Yes
Panzarella MRF, LLC.	Yes	Yes

**Contacts**

Name	Phone	Email
LAURIE PLATKIN	US 954-828-5138	lplatkin@fortlauderdale.gov

**Q And A**

Supplier	Question	Answer
Panzarella Waste & Recycling Services	The quantities of material are in tons?	Material quantities are in tons or cubic yards and labeled as such.

continued...

Supplier	Question	Answer
Coastal Waste & Recycling	Who is the current provider and what is the current rate?	Waste Management Inc. of Florida - Clean Fill (dirt and rock, stormwater infrastructure silts) and Mixed Construction Demolition to \$37.50 per ton. Yard waste is WM at \$49.00/ton; Concrete and cemetery soils go to Meeking Lakefill at \$50 for every 10cy.
Panzarella Waste & Recycling Services	Attachment A - page one has no designation whether yards or tons, page 2 does. Please clarify the materials listed on page 1 whether they are listed in yards or tons? Thank you.	Attachment A - page 1, materials listed are in Tons.
Panzarella Waste & Recycling Services	How do you open the window with the question to see the full response to the question? Question # 2 does not show the full response to the question.	See Addendum 1
Panzarella Waste & Recycling Services	This is a bid for disposal, under references are you looking for individual customers references? Some of the insurance does not apply like auto coverage?	Customer references can include current haulers or landfill/XFR/processing customers.  The insurance will remain as is. If you do not have auto coverage because you have no vehicles, please state accordingly.
Panzarella Waste & Recycling Services	There is no provision for increases in disposal and trucking, can this be added?	No
Waste Management Inc. of Florida	Would the city be amenable to removing the cancellation for convenience clause or making it mutually agreed upon?	Not at this time
Waste Management Inc. of Florida	Regarding Section 5.08 of the General Conditions, would the city agree to add language stating that the contractor shall not be liable for any negligent acts of the city?	Not at this time
Waste Management Inc. of Florida	Would the City remove any inapplicable insurance requirements from the contract, such as liquor liability, watercraft liability, aircraft liability, etc.?	Yes. No inapplicable insurance requirement should be included in the contract.
Waste Management Inc. of Florida	Would a company be deemed non-responsive if it only responds to some of the line items?	No
Waste Management Inc. of Florida	Could you please clarify if the City intends to award this contract to multiple vendors or just one vendor?	The City reserves the right to award a contract to more than one Bidder.

**CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) Waste Management Inc. of Florida EIN (Optional): 59-1094518

Address: 1800 N. Military Trail, Suite 201

City: Boca Raton State: Fl. Zip: 33431

Telephone No.: (954) 984-2007 FAX No.: (954) 984-2058 Email: jlambros@wm.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): N/A

Total Bid Discount (section 1.05 of General Conditions): N/A

Check box if your firm qualifies for DBE (section 1.09 of General Conditions):

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

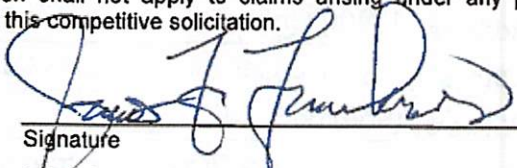
<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
Addendum 1	7/30/2024						
Addendum 2	7/31/2024						

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:  
James F. Lambros  
 Name (printed)  
8/1/2024  
 Date

  
 Signature  
Vice President  
 Title

**REFERENCES**

All references shall include owner, address, contact name, phone number, email and the contract value. References shall not include the City of Fort Lauderdale. A minimum of three (3) references shall be provided:

1. **Company Name:** City of Pompano Beach  
Address: 100 W. Atlantic Blvd., Pompano Beach, Fl. 33060  
Contact Name: Mr. Russell Ketchem, Environmental Services Director  
Phone #: (954) 545-7011  
Email Address: russell.ketchem@copbfl.com  
Contract Value: \$11M Year: 2003-Present
  
2. **Company Name:** City of Oakland Park  
Address: 3801 NW. 5th Ave., Oakland Park, Fl. 33334  
Contact Name: Mr. Albert Carbon, Public Works Director  
Phone #: (954) 630-6202  
Email Address: albertc@oaklandpark.gov  
Contract Value: \$400K Year: 1/1/2024-Present
  
3. **Company Name:** Miami Dade County  
Address: 111 NW. 1st St., Miami, Fl. 33128  
Contact Name: Dr. Aneisha Daniel, Solid Waste Director  
Phone #: (305) 514-6666  
Email Address: dswm@miamidade.gov  
Contract Value: \$12M Year: 2015-Present
  
4. **Company Name:** City of Parkland  
Address: 6600 University Dr., Parkland, Fl. 33067  
Contact Name: Christine Garcia, Senior Director of Operational Services & Projects  
Phone #: (954) 757-4121  
Email Address: cgarcia@cityofparkland.org  
Contract Value: \$4M Year: 2008-Present
  
5. **Company Name:** Town of Southwest Ranches  
Address: 13400 Griffin Rd., Southwest Ranches, Fl. 33330  
Contact Name: Russell Muniz, Town Administrator  
Phone #: (954) 343-7469  
Email Address: rmuniz@southwestranches.org  
Contract Value: \$3.6M Year: 2022-Present



**NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.


In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).  
3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
N/A	
_____	_____
_____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

  
\_\_\_\_\_  
Authorized Signature  
**James F. Lambros**  
\_\_\_\_\_  
Name (Printed)

**Vice President**  
\_\_\_\_\_  
Title  
**7/31/2024**  
\_\_\_\_\_  
Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

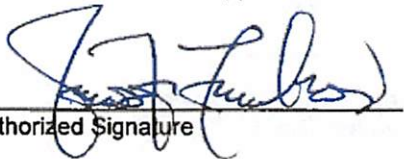
Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.



Authorized Signature

James F. Lambros, Vice President

Print Name and Title

7/31/2024

Date





**CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

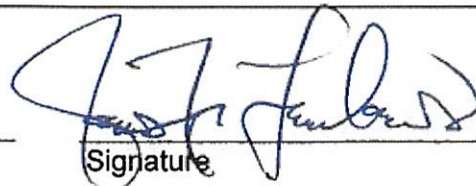
Visa

**Waste Management Inc. of Florida**

Company Name

**James F. Lambros**

Name (Printed)

  
Signature

**Vice President**

Title

**7/31/2024**

Date

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_ is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) \_\_\_\_\_ is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) Waste Management Inc. of Florida is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) \_\_\_\_\_ requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) \_\_\_\_\_ requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) \_\_\_\_\_ is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: Waste Management Inc. of Florida \_\_\_\_\_

AUTHORIZED COMPANY PERSON: James F. Lambros \_\_\_\_\_ 7/31/2024  
PRINT NAME SIGNATURE DATE

**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_  
 is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

\_\_\_\_\_  
 Business Name

(2) \_\_\_\_\_  
 is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

\_\_\_\_\_  
 Business Name

(3) \_\_\_\_\_  
 is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
 Business Name


(4) \_\_\_\_\_  
 is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
 Business Name

(5) Waste Management Inc. of Florida \_\_\_\_\_  
 is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

\_\_\_\_\_  
 Business Name

BIDDER'S COMPANY: Waste Management Inc. of Florida

AUTHORIZED COMPANY PERSON: James F. Lambros  7/31/2024  
 PRINT NAME SIGNATURE DATE

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: ITB 335 Disposal of Construction and Demolition Debris & Yard Waste

Project Description: Processing and Disposal of Construction Debris and Yard Waste

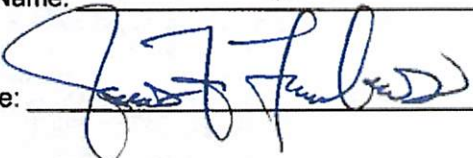
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Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Waste Management Inc. of Florida

Authorized Company Person's Signature: 

Authorized Company Person's Title: Vice President

Date: 7/31/2024

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
**(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: James F. Lambros Title: Vice President Entity: Waste Management Inc. of Florida

Signature:  Date: 7/31/2024

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 31st day of July 20  , by James F. Lambros, as

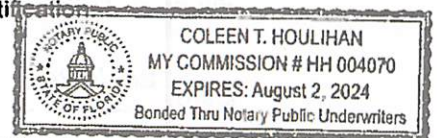
Vice President for Waste Management Inc. of Florida, who is

personally known to me or who has produced \_\_\_\_\_ as identification

Notary Public Signature:  (Notary Seal)

Print Name: Coleen T. Houlihan

My commission expires: \_\_\_\_\_





City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 1

ITB No. 335  
Disposal of Construction and Demolition Debris & Yard Waste

ISSUED: 7/30/24

This addendum is being issued to make the following change(s):

- 1) In response to question:
  - a. Q: *How do you open the window with the question to see the full response to the question? Question # 2 does not show the full response to the question.*
  - b. A: Providing attached list of all questions and answers to date.
- 2) Revised Attachment A indicating Tons on page 1.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin  
Senior Procurement Specialist

Company Name: Waste Management Inc. of Florida

Bidder's Signature: *(please print)*  
*[Handwritten Signature]*

Date: 8/1/2024



Resilient Environment Department  
ENVIRONMENTAL PERMITTING DIVISION  
1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

November 19, 2021

VIA ELECTRONIC MAIL: [JRoccapr@wm.com](mailto:JRoccapr@wm.com)

In the Matter of an  
Application for Permit by:

**LICENSEE:**

**RED License Number:** SW-LF00076-21  
**FDEP Permit Number:** 0051323-033-SC  
**WACS I.D. No.:** 55093

Mr. Jeff Roccapriore, District Manager  
Waste Management Inc. of Florida  
2700 Wiles Road  
Pompano Beach, FL 33073

Broward County, Florida

Dear Mr. Roccapriore:

Enclosed is Permit Number 0051323-033-SC to continue operation of a Solid Waste Management Facility known as Monarch Hill landfill, located at 2700 Wiles Road, Pompano Beach, FL issued pursuant to Sections 403.061(14) and 403.707, Florida Statutes.

Should you have any questions, please contact Mr. Amede Dimonny of this office, telephone number (954) 519-1423.

Executed in the City of Plantation, Florida.

BROWARD COUNTY  
ENVIRONMENTAL PERMITTING DIVISION

LORENZO FERNANDEZ  
Digitally signed by  
LORENZO FERNANDEZ  
Date: 2021.11.19 11:23:24  
-05'00'

11/19/2021

Lorenzo Fernandez, P.E.  
Assistant Director

Date

Attachments: FDEP Permit No. & RED License No. 0051323-033-SC; SW-LF00076-21

cc: Myles Clewner, SCS Engineers, [MClewner@scsengineers.com](mailto:MClewner@scsengineers.com)  
[solid.waste.financial.coordinator@dep.state.fl.us](mailto:solid.waste.financial.coordinator@dep.state.fl.us)  
Elizabeth Kromhout, FDEP, Tallahassee, [Elizabeth.Kromhout@FloridaDEP.gov](mailto:Elizabeth.Kromhout@FloridaDEP.gov)



# SOLID WASTE MANAGEMENT LICENSE

**RED License Number:** SW-LF00076-21  
**FDEP Permit Number:** 0051323-033-SC  
**WACS I.D. Number:** 00055093

**APPLICANT:**

Waste Management Inc. of Florida  
Attention: Jeff Roccapriore, District Manager  
2700 Wiles Road  
Pompano Beach, FL 33073  
Phone: (954) 984-2000

**FACILITY NAME/ADDRESS:**

Monarch Hill  
2700 WILES RD  
Pompano Beach, FL 33073  
**OPERATOR:** Roccapriore, Jeff  
**ATTN:** Jeff Roccapriore, District Manager

This license is issued under provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances, and in accordance with sections 120.569 and 120.57 of the Florida Statutes, when applicable. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with provisions of Article 1, Division 4 of the Code.

**NATURE OF BUSINESS:** Landfill

**DESCRIPTION:** Renewal of the construction/operation permit for the Monarch Hill. This Class I landfill is owned and operated by Waste Management Inc. of Florida and occupies 553.7 acres of Section 16, Township 48S and Range 42E of Broward County, Florida with three (3) main landfill areas known as CDSL1, CDSL2 and CDSL3.

**Prepared By:** Amede Dimonnay  
**Application Received:** 09/03/2021  
**Date of Issue:** 11/19/2021  
**Renewal App. Due:** 09/05/2026  
**Expiration Date:** 11/04/2026

**LORENZO  
FERNANDEZ**

Digitally signed by LORENZO  
FERNANDEZ  
Date: 2021.11.19 11:59:11 -05'00'

Environmental Permitting Division



# **SOLID WASTE MANAGEMENT LICENSE**

## **GENERAL CONDITIONS**

- (1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by Resilient Environment Department (RED) pursuant to Chapter 27 of the Broward County Code of Ordinances (BCC). RED will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.**
- (2) This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by RED.**
- (3) In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with Chapter 27 BCC, the Licensee shall notify RED within eight (8) hours or as stated in the specific section of Chapter 27 BCC. Within three (3) working days of the event, the Licensee shall submit a written report to RED that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.**
- (4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.**
- (5) This license must be available for inspection on the Licensee's premises during the entire life of the license.**
- (6) By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the county, may be used by the county as evidence in any enforcement proceeding arising under Chapter 27 BCC, except where such use is prohibited by section 403.111, Florida Statutes.**
- (7) The Licensee agrees to comply and shall comply with all provisions of the most current version of Chapter 27 BCC.**
- (8) Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 BCC that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.**
- (9) The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to RED personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 BCC.**
- (10) This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.**
- (11) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of RED, and any forbearance on behalf of RED to exercise its rights hereunder in the event of any breach by the Licensee, shall not be deemed or construed to be a waiver of RED's rights hereunder.**

**TO OPERATE:** A Class I sanitary landfill consisting of 144 lined acres, identified as CDSL3 including the CDSL1 overlay, which is fitted with a side slope liner. The original liner system is comprised of a 6-inch prepared subbase with a permeability of  $1 \times 10^{-5}$  cm/sec overlain by a 60-mil HDPE primary liner, a leachate collection piping system and two feet of protective drainage material. The liner system includes a leachate collection system with nine sumps on the south side. The northern expansion area (located north of and contiguous with CDSL3) liner system is comprised of a prepared subbase overlain by a geosynthetic clay liner (GCL), a 60-mil high density polyethylene (HDPE) secondary liner, a geonet, a geotextile, a GCL, a 60-mil HDPE primary liner, a geonet, a geotextile, and two feet of protective drainage material. The liner system includes a leak detection system and a leachate collection system including three sumps on the north side. Other systems include an active gas control system, and a surface water management system.

A Class I sanitary landfill consisting of approximately 108 acres identified as CDSL2. The maximum elevation of CDSL2 will be 225 feet N.G.V.D. The liner system at the base includes a leakage detection system and a leachate collection system. The liner system components from top to bottom consist of a 2 ft. thick layer of protective cover; a Leachate Collection System (LCS) geocomposite drainage layer; a primary 60-mil High Density Polyethylene (HDPE) textured geomembrane, a primary GCL, a Leakage Detection System (LDS) geocomposite drainage layer; a secondary 60-mil HDPE textured geomembrane liner; and a secondary GCL.

A 4-acre facility to produce compost from yard trash, horse manure and straw mixture, and clean wood for use on-site, utilizing the minimal technology method with windrows. Soil blending techniques will be used to prevent odors. The maximum capacity for this facility is 125 tons per day. At the present, this facility is inactive.

A 4,000 tons per day transfer station for residential and commercial solid waste. At the present, this facility is inactive.

A gas power production facility to produce electricity through combustion of landfill gas.

A tire processing facility to collect waste tires for periodic shredding with a mobile waste tire shredder. The maximum capacity of whole waste tires and processed tires is 3,000 tons/month and 3,000 tons/month, respectively. At the present, this facility is inactive.

A 3,000 cubic yard per day materials recovery facility for the processing of construction and demolition (C&D) debris constructed on a 2-acre parcel north of CDSL1. The recyclable materials will be paper, aluminum, glass, foam, ferrous and non-ferrous metals, plastics, wood, wood chips, concrete, brick, rock, and fines recovered from solid waste received from construction sites, and commercial haulers. At the present, this facility is inactive.

A construction and demolition debris disposal area to a final elevation of 225 feet N.G.V.D. on the north side slope interface of CDSL1 replacing stages 4 through 6 of the ash monofill, a vertical expansion on the top area of CDSL1, and an overlay over the west and south slopes of CDSL1.

A solidification system at the facility to treat waste streams containing non-hazardous free liquids. At the present, this facility is inactive.

Other systems include an active gas control system with two (2) enclosed flares and a backup (utility) candlestick flare.

**TO CONSTRUCT:** Cells 9 through 11 (Northwest Expansion) comprises of 19.0 acres of double composite lining system at the base and 32.0 acres of single lining system over the existing closed Ash Monofill and CDSL1 north slope.

The double composite liner system components at the base of Cells 9 through 14 (from top to bottom) consist of: a 2-ft thick layer of protective cover (or approved alternative), an LCS geocomposite (drainage layer), which consists of a 250-mil thick geonet, heat bonded to a 6 oz/yd<sup>2</sup> nonwoven geotextile (filter) on top and heatbonded to a 6 oz/yd<sup>2</sup> nonwoven geotextile (friction layer) on bottom; a composite primary liner composed of a 60-mil thick textured HDPE geomembrane placed on top of a geosynthetic clay liner (GCL); an LDS geocomposite (drainage layer), which consists of a 200-mil thick geonet heat bonded to a 6 oz/yd<sup>2</sup> nonwoven geotextile (filter) on top and heatbonded to a 6 oz/yd<sup>2</sup> nonwoven geotextile (friction layer) on bottom; and a composite secondary liner composed of a 60-mil thick textured HDPE geomembrane placed on top of a GCL. The GCL used in the secondary liner is intended as a substitute for the 6-in. thick prepared sub-base.

The single liner system components for the Cells 9 through 11 slopes that cover the closed Ash Monofill and CDSL1 north slope consists of (from top to bottom): a 2-ft thick layer of protective cover (or approved alternative); an LCS geocomposite (drainage layer), which consists of a 250-mil thick geonet heatbonded to a 6 oz/yd<sup>2</sup> nonwoven geotextile (filter) on top and heatbonded to

a 6 oz/yd<sup>2</sup> nonwoven geotextile (friction layer) on bottom; and a 60-mil thick textured HDPE geomembrane; and a 2-ft thick foundation layer.

Cells 9 through 14 will be capped upon reaching final elevations. The maximum final elevation of CDSL1, CDSL2, CDSL3, and Cells 9 through 14 shall be 225 feet NGVD, in accordance with applicable Broward County zoning requirements and the revised Engineer's Drawing No. 13 included in the substantial modification for lateral expansion to the Northeast received on April 11, 2012 and Additional information received on July 20, 2012 and October 26, 2012 prepared by SCS Globex Engineering, Project Number 2518, signed and sealed by Ali Khatami, P.E. and Engineer's Drawing No. 4 included in the modification application for Cells 9,10, and 11 Base Grades Redesign and Site Plan Modification dated February 19, 2020 prepared by SCS Engineers, Project Number 09219241.00, signed and sealed by Belinda M. Ricklin, P.E.

Stormwater sediments may be used as an alternative bedding layer below final cover systems, protective cover above new lining systems, and initial daily cover provided they meet the requirements of this license. The licensee may place C&D debris at 3H:1V from the bottom of the west slope of CDSL1 and extend this 3H:1V slope over the ash monofill to fill the depression that currently exists between the ash monofill and CDSL1. This entire new slope shall have a geomembrane cover. The licensee shall abide by the most current standard operating procedures for sampling and analytical testing of groundwater and surface water as required by this permit.

**TO MAINTAIN:** A closed thirteen (13) acre ash monofill and a closed 121-acre Class I sanitary landfill identified as CDSL 1. The ash monofill cover system consists, from top to bottom, of a 2-ft thick vegetative cover, underlain by a geocomposite drainage layer, underlain by a 40-mil thick textured geomembrane, underlain by a grading layer. The CDSL 1 cover system consists of a 1.5 – ft thick vegetative cover over a 1.5 – ft thick layer of compacted rock tailings underlain by a 1-ft thick intermediate cover. Maintenance of this landfill includes a stormwater management system.

**IN ACCORDANCE WITH:** An application for renewal of the construction/operation permit of the Monarch Hill landfill received on September 3, 2021. An application for an intermediate modification of the Monarch Hill landfill received on February 21, 2020, to revise the base grades of previously permitted Cells 9, 10, and 11 of the Northwest Expansion. An application for an intermediate modification of the Monarch Hill landfill received on January 23, 2017 and additional information submitted on March 15, 2017 and April 11, 2017 to allow beneficial reuse of RSM in the landfill final cover construction. This also includes design modifications to Cell 12, 13 and 14; revisions to cell construction/closure technical specifications and construction quality assurance plan; and revisions to the facility's Operations Plan. An application for renewal of the construction/operation permit of the Monarch Hill landfill received on May 26, 2016; An application for a minor modification to revise the facility's Operations Plans received on July 21, 2014; An application for a minor modification to revise the facility's Operations Plans received on July 5, 2013; a minor modification to revise the grades within the base areas of the eastern one-half of Cells 7 and 8 received on April 30, 2013; a minor modification to remove leachate monitoring requirements and monitoring requirements associated with the receipt of sediments received on December 3, 2012; a substantial modification for lateral expansion to the Northeast received on April 11, 2012 and Additional information received on July 20, 2012 and October 26, 2012 with a Notice of Application published on April 19, 2012; an application for renewal of the construction/operation permit of the Monarch Hill landfill received on January 21, 2011 and additional information received on May 3, 2011 and an application for minor modification (financial assurance deferral) received on May 2, 2011; an application for an intermediate modification to amend the water quality monitoring plan received on April 29, 2010 and additional information received on July 12, 2010, September 17, 2010 and January 5, 2011; an Agreement between the City of Coconut Creek and Waste Management Inc. of Florida signed on September 13<sup>th</sup>, 2010; an application for a minor modification to Central Disposal Site Plan to ensure that the permitted surface water permit site plan is consistent with the solid waste permit site plan received on April 21, 2009 and additional information received on August 3, 2009 and October 14, 2009; a minor modification to the leachate detection and collection sumps for Cells 5, 6, 7 and 8 of CDSL2 and Northwest Expansion received on October 31, 2007; a substantial modification for lateral expansions to the northwest and to the east received on February 1, 2007 and additional information received on June 21, 2007 with a Notice of Application published on February 19, 2007; an application for renewal of the construction/operation permit of the Central Disposal landfill received on September 26, 2005 and additional information received on March 20, 2006. Previous submittals include: application for minor modification received on October 20, 2004; application for minor modification received on July 19, 2004; application for minor modification received on August 13, 2003; application for an intermediate modification received on December 20, 2002 and additional information received on February 24, 2003; application for minor modification received on November 21, 2002; application for minor modification received on June 19, 2002 and additional information received on July 29, 2002, application for minor modification received on June 4, 2001; application for minor modification received on May 4, 2001; application for minor modification received on April 23, 2001 and additional information received on June 8, 2001, application for minor modification received on April 13, 2001; application for minor modification received on March 2, 2001 and additional information received on March 22, 2001 and April 17, 2001; application for minor modification received on October 27, 2000 and additional information received on November 16, 2000; application for renewal for construction/operation permit received on June 9, 2000 and additional information received on August 29, 2000 and September 25, 2000, application for minor modification received on June 9, 2000, application for C&D landfill expansion received on November 24, 1999 and additional information received June 8, 2000 with a Notice of Application published on August 12, 2000; application for minor modification received on December 23, 1998 and application for major modification to construct C&D disposal facility received on July 25, 1997 with a Notice of Application published on August 23, 1997.

**SUBJECT TO:** General Conditions 1-11, Specific Conditions 1 - 69 and Exhibits A&B

**SPECIFIC CONDITIONS:**

**Ground Water Monitoring Network Construction/Operations and Maintenance**

1. Any new or replacement monitoring wells shall be constructed in accordance with the typical monitoring well construction detail as outlined in the approved ground water monitoring plan and in accordance with Section 62-532, Florida Administrative Code (F.A.C.). The locations of the existing and future new monitoring wells are shown on Exhibit B (attached). All new monitoring wells shall be installed by a Florida certified water well contractor. Well completion reports shall be submitted to the Broward County Environmental Permitting Division (EPD) on DEP Form 62-701.900(30) within sixty (60) days of completion of construction.  
The following proposed new and replacement monitoring wells shall be installed as part of construction of new cells 9, 10, and 11. Wells to be relocated and relocated wells are designated with an "R". Original wells will be abandoned in accordance with the FDEP standard procedures.
  - The installation and sampling of groundwater monitoring wells MW20IR and MW20SR shall occur prior to waste placement within the Northwest Expansion project. These wells will be included in the routine semiannual monitoring program (sampled and analyzed through the life of the landfill).
2. In accordance with Rule 62-701.510(3)(d), F.A.C., the location of each monitoring well in degrees, minutes and seconds of latitude and longitude, and the elevation of the top of the well casing to the nearest 0.01 foot, NGVD, shall be determined by a Florida Licensed Professional Surveyor and Mapper. A drawing illustrating this information, signed and sealed by a Florida Licensed Professional Surveyor and Mapper, shall be submitted to the EEPD within sixty (60) days of each survey. Well development prior to sampling events and purge/sampling water discharges shall be followed pursuant to the State of Florida Department of Environmental Protection's (DEP's) Standard Operating Procedures for Field Activities, DEP SOP-001/01 (January 2002) or any Department approved standard operating procedure which may be in force at the time. Any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health (DOH) under Chapter 64E-1, F.A.C., where such certification is required by Rule 62-160.300, F.A.C. The laboratory must be certified for all specific method/analyte combinations that are used to comply with this permit. Biological evaluations shall follow the applicable procedures in DEP's standard Operating Procedures for Laboratory Activities, DEP-SOP-002/01. All field activities including on-site tests and sample collection, whether performed by a laboratory or other organization, must follow all applicable procedures described in DEP-SOP-001/01. Alternate field procedures and laboratory methods may be used if they have been approved in accordance with Rules 62-160.220 and .330, F.A.C.  
All monitoring wells shall be clearly identified and maintained in good condition to prevent or minimize sampling interferences, loss of well integrity or vandalism. All monitoring wells shall have well maintained concrete pads and be properly sealed and locked. Monitoring wells finished above grade shall be protected by bollards as necessary. Monitoring wells finished at or below grade shall have traffic bearing, steel plate cover assemblies.  
The licensee shall maintain reasonable access to all of the monitoring well stations required by this license. The licensee is responsible for maintaining the integrity of the monitoring well stations and protecting them from destruction or vandalism. Should any of these monitoring well stations be damaged or vandalized in any manner, or destroyed, the licensee shall notify the EEPD immediately upon discovery. The notification shall include pertinent information as to the cause, and what steps are being taken to replace the monitoring well station and prevent the recurrence of such problems in the future.

**Ground Water Testing and Reporting Requirements**

3. The existing wells listed in Exhibit A shall be sampled and analyzed semi-annually (April and October) for the parameters listed in 62-701.510(7)(a), F.A.C.  
  
Newly installed wells shall be sampled prior to waste placement in a new cell or at the next semi-annual sampling event, whichever occurs first, for the parameters listed in 62-701.510(7)(a) and (c), F.A.C. Following the initial sampling, newly installed wells, along with existing wells will be sampled and analyzed semi-annually as described above. Water level elevations shall be measured within 0.01 ft. NGVD for all wells referenced above and submitted semi-annually, along with elevation references for top of casing (TOC), to the EEPD along with the semi-annual data.

In accordance with Rule 62-701.510(8)(a), F.A.C., all ground water quality parameters and analytical results, sampling and analytical methods, method detection limits, applicable water quality standards, Storet codes, TOC elevation, land surface elevations, water level measurements, ground water elevations, monitoring well identification number, monitoring well name, monitoring well type (background, detection, and compliance), sample collection date, sample analysis date, facility name, facility identification number, and a summary of any water quality standards or criteria that are exceeded shall be recorded and submitted certified by the licensee to the EEPD within the time frames required in this condition.

The semi-annual analytical results for ground water shall be submitted to the EEPD no later than the fifteenth day of the third month following each sampling event (July 15 and January 15).

One potentiometric (ground water contour) map shall be prepared for the shallow, intermediate, and deep (if sampled) zones, with appropriate scales and contour intervals, and submitted to the EEPD with each semi-annual report.

All semi-annual and annual analyses reports shall be submitted with DEP Form 62-701.900(31), with a summary of the information, including any anomalous data or events that may affect the data, exceedances of any DEP or EEPD standards or criteria, confirmation sampling events, applicable charts or graphs or any information related to the water quality monitoring well network to the DEP Solid Waste Program Administrator at the address given in Specific Condition 4 and a copy to the Waste Management Section at the EEPD at the address given in Specific Condition 4.

In accordance with Rule 62-701.510(8)(b), F.A.C., a technical report, prepared, signed and sealed by a professional geologist or professional engineer with experience in hydrogeologic investigations, shall be submitted to the EEPD every two and a half years and shall be updated at the time of license renewal. The report shall summarize and interpret the water quality data and water level measurements collected during the past two and a half years. The report shall be submitted to the Waste Management Section at the EEPD address given in Specific Condition 4 and also contain the following:

- (a) Tabular displays of any data that shows that a monitoring parameter has been detected, and graphical displays of any leachate key indicator parameters detected (such as pH, specific conductance, TDS, TOC, sulfate, chloride, sodium and iron), including hydrographs for all monitor wells;
- (b) Trend analyses of any monitoring parameters consistently detected;
- (c) Comparisons among shallow, middle, and deep zone wells;
- (d) Comparisons between background water quality and the water quality in detection and compliance wells;
- (e) Correlations between related parameters such as total dissolved solids and specific conductance;
- (f) Discussion of erratic and/or poorly correlated data;
- (g) Interpretation of the ground water contour maps, including an evaluation of ground water flow rates; and
- (h) Evaluations of the adequacy of the water quality monitoring frequency and sampling locations based upon site conditions.

The EEPD shall be notified in writing at least fourteen (14) days prior to any well installation or routine sampling event so the EEPD, if desired, may observe the drilling, sampling, or collect split samples, if desired.

4. **Electronic Reporting.** Required water quality monitoring reports and all ground water analytical results shall be submitted electronically on a semiannual basis no later than the fifteenth day of the third following each sampling event.

Water quality monitoring reports shall be submitted in Adobe pdf format. The water quality data Electronic Data Deliverable (EDD) shall be provided to the Department in a comma separated text file electronic format consistent with requirements for importing the data into the Department's databases as summarized at:

<http://www.dep.state.fl.us/waste/ADaPT/> . Water quality monitoring reports shall be signed and sealed by a Florida registered professional geologist or professional engineer with experience in hydrogeological investigations and shall include the following:

1. Cover letter ;
2. Summary of exceedances and recommendations;
3. Ground water potentiometric surface contour maps; constructed on measurements made within one tidal cycle
4. Chain of custody forms;
5. Water levels, water elevation table; Water Quality Monitoring Certification using Form Rule 62-701.900 (31), F.A.C.
6. Ground Water Monitoring Report Certification, using the appropriate Department form;

7. Appropriate information using Groundwater sampling Log, Form FD 9000-24 (DEP-SOP-001/01); and,
8. Laboratory and Field EDDs and error logs, as applicable.

All submittals in response to this specific condition shall be sent to [wastemanagementsection@broward.org](mailto:wastemanagementsection@broward.org)

And to:

Florida Department of Environmental Protection  
Solid Waste Financial Coordinator  
2600 Blair Stone Road, MS 4565  
Tallahassee, Florida, 32399-2400

The permittee may request a license/permit modification for a reduction in the sampling frequency, parameters and duration of the monitoring program if the water quality parameters do not exceed the FDEP standards.

5. In the event of an emergency which results in a discharge to surface or ground water, the licensee shall notify the EEPD in person or by telephone within one (1) business day of the incident and shall submit a written report describing the incident to the EEPD within three (3) business days of the start of the incident. In addition, a final written report shall be sent to the EEPD within two (2) weeks of the incident. The final report shall contain a complete description and discussion of the cause of the discharge, the anticipated time that the discharge, if any, will continue, the steps that will be taken to evaluate, reduce, eliminate, and prevent recurrence of the event, and all other information deemed necessary by the EEPD.

#### **Compliance Monitoring Requirements**

6. In accordance with Rule 62-701.510(6), F.A.C., if monitoring parameters are detected at concentrations significantly above those water quality levels established as background for the site, or that are at levels above the DEP's water quality standards or criteria specified in Section 62-520, F.A.C., or the EEPD's water quality standards specified in Section 27-195 of the Broward County Code, in any detection, or compliance well, the affected well may be resampled for confirmation purposes within thirty (30) days after the licensee's receipt of the data. If the data is confirmed, or the licensee chooses not to resample, the licensee shall notify the EEPD in writing within fourteen (14) days of this finding. EEPD may require additional monitoring wells or samples to be taken if analyses indicate that ground water contamination must be more specifically defined in extent or concentration.

In accordance with Rule 62-701.510(6)(a), F.A.C., evaluation monitoring and corrective actions shall be initiated within the specified time frames and requirements upon confirmation and notice to the EEPD of an exceedence described in this condition, and upon subsequent notification.

7. The licensee shall conduct monitoring, in accordance with the approved evaluation monitoring and corrective action plans for the site. The evaluation monitoring shall be carried out in accordance with the applicable rules and agreements with EEPD until such time that EEPD concludes the process.

#### **Surface Water Monitoring Requirements**

8. Monitoring reports for surface water sampling conducted in accordance with the South Florida Water Management District (SFWMD) and the Multi Sector Generic Permit for Stormwater Discharge for the facility shall be submitted to the Waste Management Section of the EEPD at the address given in Specific Condition 4.

In accordance with Rule 62-701.510(4)(c), F.A.C., each surface water monitoring location shall be marked and its position shall be determined by a Florida Licensed Professional Surveyor and Mapper in degrees, minutes, and seconds of latitude and longitude.

#### **Quality Control and Quality Assurance Requirements**

9. In accordance with Rule 62-160.210, F.A.C., all field activities including on-site test, sample collection and sampling procedures, whether performed by laboratory or another organization, must be in accordance with DEP-SOP-001/01 or must be approved by the DEP. In accordance with Rule 62-160.300, F.A.C., all laboratories generating environmental data for submission to the DEP shall hold certification from the Department of Health Environmental Laboratory Certification Program. Alternate field procedures and laboratory methods may be used if they have been approved according to the requirement or Rules 62-160.220 and 62-160.330, F.A.C.

Original certified laboratory data sheets, chain of custody forms, and field measurement records shall be retained at the landfill operations office during the design period of the facility and be available on verbal request by the EEPD during normal operation hours.

### **Zone of Discharge**

10. Zone of Discharge. The zone of discharge for this facility shall be a three dimensional volume described horizontally as one hundred feet (100') from the outer limits of the solid waste and vertically down to the upper surface of the first confining unit. The permittee shall ensure that Class G-II water quality standards will not be exceeded at the boundary of the zone of discharge, per Rule 62-520.420, F.A.C., and that ground water minimum criteria will not be exceeded outside the boundary of the zone of discharge, per Rule 62-701.320(17), F.A.C.

### **Class I Landfill Construction**

11. The licensee is responsible for retaining a professional engineer registered in the State of Florida for the supervision of the construction of this Class I Landfill, and upon completion, the engineer shall submit a summary report to the EEPD describing the substantial conformity with the plans and specifications approved by the EEPD. This summary report shall include record drawings, the documented control program of the liner installation, liner inspections, the quality assurance/quality control testing procedures and laboratory analyses, and engineer's certification of completion.
12. Prior to the liner installation of each new phase, the subgrade shall be prepared to provide a firm, unyielding foundation. The base shall be brought up to grade by placement and compaction of fill materials as specified by the engineer of record. Geomembranes shall be protected from physical damage by placing a minimum 24-inch-thick protective layer above the upper liner. All materials in direct contact with the geomembrane liner shall be free of sharp materials or any materials larger than one-half inch. The upper 12 inches of the protective layer may be composed of soil, tire chips four square inches or smaller with no protruding wires that could pose a threat to the integrity of the liner, or other materials approved by EEPD which are permeable, non-reactive, stable, and which offer protection for the liner from punctures.

In accordance with Rule 62-701.400(3)(c)1, F.A.C., the landfill subgrade shall consist of either a minimum of 6 inches of soil with a maximum saturated hydraulic conductivity of  $1 \times 10^{-5}$  cm/sec, or a geosynthetic clay liner (GCL) with a maximum hydraulic conductivity of  $1 \times 10^{-7}$  cm/s, or an approved subbase material if authorized and approved by the Department under an Alternate Procedure issued by the Department.

13. In accordance with Rule 62-701.320(9)(b), F.A.C., no solid waste shall be disposed of into newly constructed areas until the engineer of record registered in the State of Florida certifies completion of construction on DEP Form 62-701.900(2) and notifies the EEPD at least fourteen (14) days in advance for the opportunity for an inspection of the newly constructed areas.
14. The permittee is responsible for obtaining the services of a registered land surveyor who shall provide a minimum second order of accuracy on: triangulation, traverse, leveling and base-line measurements of the base grade as shown on the approved engineering drawings, submitted in support of this application. The base grade shall be certified by the engineer of record and shall be approved in writing by the liner contractor and installer prior to liner placement.
15. The licensee shall conduct delineation of the former landfill located on the east area of the transfer station and maintenance shop following the demolition of existing buildings and deep dynamic compaction or removal of the demolition debris from the Northwest Expansion area. Subsequently, the licensee shall submit a report with the delineation results as well as the dynamic compaction plan at least thirty (30) days prior to the commencement of dynamic compaction.
16. The licensee shall notify the Department at least thirty (30) days prior to the commencement of construction. The Engineer of Record or another qualified professional engineer shall make periodic inspections during construction to ensure that the design integrity is maintained.

### **Class I Landfill Operation**

17. On or before March 31 of each year, the licensee shall submit an annual elevation survey of the site that is prepared by a land surveyor registered in the State of Florida. This survey shall clearly show the horizontal and vertical dimensions of the landfilled areas. Along with this survey, the licensee shall estimate the remaining life and capacity in cubic yards of the



existing constructed landfill. The annual estimate shall be based on a summary of the heights, lengths, and widths of all components of the solid waste disposal facility.

18. In accordance with Rule 62-701.500(4), F.A.C., the licensee shall weigh all solid waste that is received and record the amount in tons per day. The amount of solid waste received shall be estimated for the types of wastes listed in Rule 62-701.500(4)(b), F.A.C. Waste reports shall be compiled monthly and annual reports shall be submitted to the DEP business portal located at: <http://www.fldepportal.com/go> and the Cleanup and Waste Regulation of the EEPD at [wastemanagementsection@broward.org](mailto:wastemanagementsection@broward.org) or the address given in Specific Condition 28 by February 1 of each year.
19. The licensee shall comply with waste handling and cover requirements in accordance with Rule 62-701.500(7), F.A.C. The minimum frequency for applying initial cover is daily at this landfill or as authorized with the usage of alternative initial cover. Initial cover is not required for placement of C&D in the C&D disposal area. A half-and-half mixture of composted yard trash mulch and clean soil may be used as initial cover, and a mixture of mulch and soils may be utilized for initial, intermediate, and final cover material. In accordance with Rule 62-701.500(7)(f)1., F.A.C. for those areas where solid waste will be deposited on the working face within 18 hours, initial cover may be a temporary cover, such as a tarpaulin, which may be removed prior to deposition of additional waste. A 50/50 mix of soil and auto shredder fluff or residue (ASR) for use only during wet weather operations as initial cover. The ASR shall be sized such that 95% of the material would pass through a five-inch screen. The blended material shall only be used on the interior, non-permanent slopes. Minimal amounts will be stockpiled near the working face, within the lined area, and away from the exterior slopes. If blowing litter related to ASR is observed, the operator will cease the practice and not resume use until approval is granted by EEPD to proceed in an alternate manner. Soil that has been contaminated with petroleum products or any other materials that are not hazardous wastes may be used as initial or intermediate cover material at this facility if it meets the criteria of subsections 62-701.200(53) or (55), F.A.C., as appropriate. Contaminated soil that has the potential to leach constituents in excess of Department ground water standards or criteria may be used only in those areas of the landfill where runoff or infiltration is captured by the leachate collection system. Petroleum contaminated soil, which has been treated pursuant to Section 62-713, F.A.C., may be disposed of at permitted disposal facilities, and may, if it meets the criteria of Rules 62-701.200(33), (53), and (55), F.A.C., be used as initial, intermediate, and final cover material at permitted landfills. Miami-Dade County canal sediments may be utilized as an alternative initial daily cover, bedding layer below final cover systems, and protective cover above new lining systems. In accordance with Rule 62-701.500(7)(e)4, F.A.C., ash from burning municipal solid waste may be used as initial cover (after screening out metals) on the interior slopes of lined areas.
20. The solidification system at the facility to treat waste streams containing free liquids is authorized as previously approved in Permit No. SO06-282656, DEP file No. SO06-305412 as follows:
  - (a) The solidification system shall be located over an area with intermediate cover within the lined disposal area of CDSL2, CDSL3, or Cells 9 through 14. Fly ash, kiln dust, fine aggregate, or equivalent absorptive materials that are acceptable to be deposited in a Class I landfill, are the additives to mix with the waste for solidification. These additives will be stored adjacent to the solidification mixing boxes within the lined disposal area of CDSL2, CDSL3 or Cells 9 through 14 and shall be diked and tarped to eliminate dust and prevent discharge into surface waters;
  - (b) The resultant solidification waste stream shall be tested using the paint filter test (Method 9095) to confirm no free liquids are present. Waste streams acceptable for landfilling shall be taken to the landfill working face for disposal;
  - (c) The off loading of a liquid waste at the process area shall be in a manner that will prevent spillage outside the solidification boxes;
  - (d) Only non-hazardous industrial process wastes and other non-hazardous wastes such as municipal wastewater treatment sludges, grease trap wastes, truck and car wash sludges, and stormwater/waterway dredges may be treated for solidification; and
  - (e) Best management practices must be followed during the entire treatment process.
21. Stormwater shall meet the water quality standards as established in Section 62-302, F.A.C., and Section 27-195 of the Broward County Code, at the point of discharge from the stormwater management system into waters of the state.

22. Leachate shall not be discharged into the stormwater management system. Stormwater or other surface water which comes into contact with or mixes with the landfilled solid waste or leachate shall be considered leachate and is subject to the requirements of Rule 62-701.500(8), F.A.C.
23. The licensee shall demonstrate that new leachate collection pipes within the disposal area are water pressure cleaned or inspected by video recording after construction but prior to initial placement of wastes. The existing leachate collection pipes within the disposal area shall be water pressure cleaned or inspected by video recording every five years. Results of the collection system cleanings or inspections shall be made available to the department upon request. The survey shall provide the date, time, the location of each leachate lateral surveyed and those laterals that were not surveyed. Jet cleaning shall include the following objectives:
  - (a) Removing silt build up accumulated in the leachate collection system pipes;
  - (b) Re-opening plugged holes in the lateral pipes; and
  - (c) Locating physical damage to the pipe or closed valves.
24. All leachate generated onsite and received from other WMIF's permitted facilities shall be transported or pumped to a facility permitted to receive leachate. The licensee shall provide a copy, to the EEPD Waste Management Section, of a written contract or agreement including amendments from any facility that accepts leachate from this landfill within 30 days of execution of the contract. Leachate is currently pumped to and treated in the Broward County North Regional Wastewater Treatment Plant (NRWWTP) located at 2401 Powerline Road, Pompano Beach, Florida 33069.
25. The licensee shall provide the Department with **ten (10) days notice prior** to performing the demonstration. The demonstration results shall be submitted to the Department within 30 days of completion for new collection systems or with the permit application for renewal. The demonstration results shall include a summary report, results of the survey, findings, recommendations for repairs to the leachate collection system if found to be not operating as designed, or in accordance with Chapter 62-701, F.A.C. and a timetable for repairs. The summary report shall depict the locations of all the leachate sumps and cleanouts and headers and laterals comprising the LCS and LDS.
26. Odors, dust, vectors, and noise shall be strictly controlled at all times. No objectionable odors are allowed beyond the property boundary. If any of the above are determined to be a problem, the licensee shall promptly take any and all actions necessary to correct the situation. The Department's noise regulations in Article VII of the Code shall be complied with at all times.
27. The permittee shall comply with most recently submitted Odor Control Plan, submitted on October 26, 2012 as part of the substantial modification for Northeast lateral expansion received on April 11, 2012 and additional information received on July 20, 2012 and October 26, 2012 prepared by SCS Globex Engineering, signed and sealed by Ali Khatami, P.E.

#### **Class I Financial Assurance**

28. The licensee shall annually adjust the closure cost estimate for inflation using Form 62-701.900(28). Adjustments shall be made in accordance with Rule 62-701.630(4), F.A.C. and 40 CFR Part 264.142(a) and 264.144(a). An owner or operator using a letter of credit, guarantee bond, performance bond, financial test, corporate guarantee, trust fund or insurance shall submit the adjusted cost estimate between January 1 and March 1. An owner or operator using an escrow account shall submit the adjusted estimate between July 1 and September 1. All submittals in response to this specific condition shall be sent to [wastemanagementsection@broward.org](mailto:wastemanagementsection@broward.org) with a copy to the Solid Waste Financial Coordinator at:

Florida Department of Environmental Protection  
2600 Blair Stone Road, MS 4548  
Tallahassee, Florida, 32399-2400

29. The licensee shall maintain, in good standing, the financial assurance mechanisms established to demonstrate proof of financial assurance. Support documentation and evidence of inflation adjustment increases shall be submitted within the time frames specified in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to the Financial Coordinator – Solid Waste Financial Coordinator at:

Florida Department of Environmental Protection  
2600 Blair Stone Road, MS 4548  
Tallahassee, Florida 32399-2400

30. The licensee may not receive waste for disposal or storage in any disposal unit for which financial assurance is deferred. Proof that the financial mechanisms are established and funded in accordance with Rule 62-701.630, F.A.C. shall be submitted to the Department at least sixty (60) days prior to the planned acceptance of solid waste in any disposal unit identified on Form 62-701.900(29). In addition, the permittee must receive specific written approval of the financial assurance mechanisms prior to being authorized by the district office to commence disposal operations.

When established, the permittee shall maintain, in good standing, the financial assurance mechanisms established to demonstrate proof of financial assurance. Support documentation and evidence of inflation adjustment increases shall be submitted within the time frames specified in Rule 62-701.630, F.A.C.

All submittals in response to this specific condition shall be sent to:

Florida Department of Environmental Protection  
Solid Waste Financial Coordinator  
2600 Blair Stone Road, MS 4548  
Tallahassee, Florida 32399-2400

#### **Landfill Closure**

31. The maximum final elevation of CDSL1, CDSL2, CDSL3, the Northeast Expansion and the Northwest Expansion shall be 225 feet NGVD.
32. Prior to initiating closure of a solid waste disposal unit, or part of a solid waste disposal unit, the Permittee shall receive authorization from the Department in one of the following ways.
- a. If the landfill is operating under a Department permit that includes a closure plan with sufficient detail to provide reasonable assurance of compliance with the closing requirements of Rule 62-701.600, F.A.C., then the Permittee shall notify the Department 30 days prior to initiating the closing activities and receive approval from the Department prior to beginning the work.
  - b. If the landfill is operating under a Department permit that requires substantive changes to the closing activities in the permitted closure plan, then the Permittee shall request a modification of the permit to include sufficient design detail to ensure compliance with the closing requirements of Rule 62- 701.600, F.A.C. and shall initiate closing only after the permit has been modified.
  - c. For final closure of a disposal unit, the Permittee shall submit an application to the Department for a closure permit on Form 62-701.900(1) and shall initiate closure activities only after the permit is issued. The application shall include a closure plan made up of the following:
    - 1) A closure design plan;
    - 2) A closure operation plan;
    - 3) A plan for long-term care; and,
    - 4) A demonstration that proof of financial assurance for long-term care will be provided.
33. All closure construction shall be done in accordance with the approved closure design plan. The Department shall be notified before any changes, other than minor deviations, to the approved closure design are implemented in order to determine whether a permit modification is required.

### **Long-term Care**

34. The licensee shall maintain the integrity of the final cover system, gas control system, leachate collection system, and stormwater management system in a manner to assure proper function during the regulatory long-term care period of the facility.

### **Gas Control and Recovery**

35. Gas controls shall be operated and maintained functional as designed and as shown on the application drawings and subsequent submittals approved by the EEPD, and in accordance with Rules 62-701.530 and 62-701.500 (9), F.A.C. The collected gas is presently being used to produce electricity at the gas power production facility located at the northwest corner of the site. Any collected gas that cannot be used by the power plant or if the power plant is shut down, shall be flared. Prior to disassembling the power generation facility as part of the construction of the Northwest Expansion, the licensee shall abandon the existing 6,000 sfm enclosed flare and install a new landfill gas management compound (shown in Drawings 4 in Cells 9,10, and 11 Base Grades Redesign and Site Plan Modification dated February 19, 2020 prepared by SCS Engineers, Project Number 09219241.00) and make any necessary modifications (i.e. additional installation of gas headers) to ensure that gas from the landfill is diverted to the compound located on the south side of CDSL3 (the former Southeast Lake Area).
36. The landfill owner or operator is not required to obtain any air construction permit unless landfill construction or any modification is subject to the prevention of significant deterioration (PSD) requirements of Chapter 62-212, F.A.C. A landfill for which construction or modification is subject to PSD requirements must make application to the Bureau of Air Regulation, Department of Environmental Protection Mail Station 5505, 2600 Blair Stone Road, Tallahassee, Florida, 32399-2400, for an air construction permit and must obtain such permit prior to beginning any construction or modification.
37. The landfill owner or operator is not required to obtain an air operating permit unless the landfill is required to obtain a Title V air operating permit (Title V permit) pursuant to Sec 403.0872, F.S. A landfill is required to obtain a Title V permit if the landfill (or the total facility, if the landfill is contiguous to or part of a larger facility) has the potential to emit 10 tons per year (TPY) or more of any hazardous air pollutant, 25 TPY or more of any combination of hazardous air pollutants or 100 TPY or more of any other regulated air pollutant. A landfill is also required to obtain a Title V permit if the maximum design capacity, as defined at 40 CFR 60, Subpart WWW, is equal or greater than 2.5 million Megagrams or 2.5 million cubic meters. Title V permits must be applied for in accordance with the timing and content requirements of Rule 62-204.800, F.A.C., and Chapter 62-213, F.A.C. Title V applications shall be submitted to the District Air Program Administrator or County Air Program Administrator with air permitting authority for the landfill location.
38. The permittee shall comply with the requirements of 40 CFR 60, Subparts WWW and CC, as adopted by reference at Rule 62-204.800, F.A.C. The permittee shall submit to the Division of Air Resources Management, Department of Environmental Protection, Mail Station 5500, 2600 Blair Stone Road, Tallahassee, FL 32399-2400, any amended design capacity report and any Non-Methane Organic Compound (NMOC) emission rate report, as applicable, pursuant to 40 CFR 60.757(a)(3) and (b). The Construction and Demolition Debris Landfill is not subject to 40 CFR 60, Subparts WWW and CC.
39. The licensee shall include on the Class I landfill quarterly operating report to the EEPD, the volume of gas extracted from the landfill and the volume of condensate collected and disposed of from the power production facility.

### **Construction and Demolition Debris Disposal**

40. The vertical expansion of CDSL1 for the disposal of construction and demolition debris will be in accordance with submittals received by the Department on November 30, 1999, February 10, 2000, February 28, 2000, March 1, 2000, March 6, 2000, April 14, 2000 and June 8, 2000. The disposal of construction and demolition debris over the west and south slopes of CDSL1 will be in accordance with the submitted documentation entitled Application for a Minor Modification to Operation Permit No. 00511323-005-SC (C/D Overlay), dated April 19, 2001. Additional disposal of construction and demolition debris over the entire west slope of CDSL1 will be in accordance with the submitted documentation entitled Application for a Minor Modification to Operating License SW -LF00076-02 (west slope modification) dated July 2003.
41. The licensee shall submit an annual operating report to the FDEP Solid Waste Program Administrator at <http://www.fldepportal.com/go> and a copy sent to the Cleanup and Waste Regulation of the EEPD at the address given in Specific Condition 28 by April 1 for the preceding calendar year.

42. The licensee shall construct a construction and demolition debris disposal area in accordance with all applicable section of the Broward County Code of Ordinances (the Code) and with provisions of Chapter 62-701, F.A.C., as amended. Construction and demolition debris disposal areas that receive gypsum wall board or gypsum-containing waste materials shall have a gas control system designed according to the provisions of the Rule 62-701.400(10), F.A.C., as amended.
43. The licensee shall not dispose gypsum wallboard or gypsum-containing waste material in a construction and demolition debris disposal areas, except in C&D disposal areas with gas control systems designed according to the provisions of Rule 62-701.400(10), F.A.C., as amended.

#### **Construction and Demolition Debris Materials Recovery Facility**

44. The licensee is authorized to operate a 3,000 cubic yard per day waste processing facility for construction and demolition debris (C&D) until the Northwest Expansion construction related activities commence. Presently, this facility is inactive. The licensee shall provide the Department with **thirty (30) days notice prior** to activating this facility.
45. Only construction and demolition (C&D) debris and land clearing wastes shall be accepted for processing into the following final products ("processing"): including, but not limited to paper, aluminum, glass, ferrous and non-ferrous metals, plastics, wood, foam, cardboard, concrete, brick, aggregates, stone, rock, soils and fines. All solid waste that is not allowed to be processed on-site, i.e. prohibited materials, such as garbage, tires, furniture, carpeting, etc. shall be disposed of at a permitted Class I or Class III landfills. C & D debris and residuals contaminated with Class I and/or Class III material shall be considered Class I and/or Class III material, in accordance with Rule 62-701.200(24), F.A.C., and shall be disposed of pursuant to their waste classifications. C & D debris and residuals that are not contaminated with Class I and/or Class III material may be disposed of at a licensed C & D landfill.
46. Tipping of all solid waste shall be conducted on the concrete pad. All solid waste that is not allowed to be processed on-site, i.e., prohibited materials, shall be separated (pre-processed) from the incoming solid waste on the concrete pad.  
  
No storage of unseparated incoming solid waste (solid waste that has not had prohibited materials removed) is allowed outside the designated building, except for temporary storage of waste in containers for not more than twelve hours from receipt of such waste at the facility. Storage of waste in containers or in the designated building shall be done in a manner that does not result in vector breeding or animal attraction, or discharge of contaminants to the land or ground water or surface water, a public nuisance, or violations of the conditions of this license.
47. All separated materials and final products shall be stored under cover or kept in storage containers, protected from rainfall, with the exception of concrete, brick, aggregates, stone, rock, wood and wood chips, and baled or palletized products awaiting shipment. No material shall be placed on the ground outside with the exception of brick, aggregates, stone, rock, wood and wood chips.
48. Prohibited materials shall be separated from the incoming solid waste and disposed of according to applicable rules, and shall be stored in containers for no longer than 48 hours before final disposal at a landfill.
49. All processing of solid waste, except for yard trash and clean, untreated wood, into final products shall be completed within 48 hours of receipt.
50. The material recovery facility shall not accept or process any material suspected of being hazardous or biomedical wastes, or containing asbestos. Should any asbestos containing, hazardous and/or biomedical wastes be delivered to the facility, the licensee shall arrange for the wastes to be returned to the generator or disposed of in accordance with applicable federal, state and local rules.
51. Soils and fines separated (recovered) from incoming C&D solid waste shall be shipped to a Class I landfill for use only as initial cover or shall be disposed of at a licensed landfill.
52. Upon closure of the C&D debris Materials Recovery Facility, the licensee shall be responsible for the removal of all recyclable and non-recyclable materials to a facility approved by the EEPD for recycling or disposal, respectively. Failure to properly remove materials and close the site may result in forfeiture of the financial mechanism to the EEPD.

53. In the event of damage or failure of any of the site facilities or equipment, the licensee shall immediately notify the EEPD, explaining such occurrence and remedial measures to be taken and the time needed for repairs. A detailed written notification shall be submitted within one week to the EEPD following the occurrence.
54. The licensee shall submit an annual operating report to the DEP Solid Waste Program Administrator at the address given in Specific Condition 28 and a copy sent to the Waste Management Section of the EEPD at the address given in Specific Condition 28 on DEP Form 62-701.900(7) by April 1 for the preceding calendar year.

#### **Yard Trash Composting**

55. The licensee is authorized to operate a 125 tons per day yard trash composting capacity. At the present, this facility is inactive. The licensee shall provide the Department with **thirty (30) days notice** prior to the activation of this facility.
56. The licensee shall report to the EEPD, the volume of yard trash and clean wood received for composting and the volume of compost produced and utilized on-site. The licensee shall also submit an annual report on DEP Form 62-701.900(11), to the DEP Solid Waste Program Administrator at the address given in Specific Condition 28 with a copy to the Waste Management Section of the EEPD at the address given in Specific Condition 28, not later than January 31 of the subsequent calendar year.
57. Only yard trash and clean wood shall be accepted for composting at this facility. Solid waste other than yard trash and clean wood shall be separated immediately upon receipt and be disposed of at a permitted landfill according to applicable rules.
58. The composting material shall be turned at least once every year.

#### **Transfer Station**

59. The licensee is authorized to operate a 4,000 tons per day transfer station until the Northwest Expansion construction related activities commence. At present, this facility is inactive. The licensee shall provide the Department with **thirty (30) days notice** prior to the activation of this facility.
60. The transfer station shall only be used to transfer residential and commercial solid waste.

#### **Tire Processing**

61. The maximum capacity of whole waste tires and processed tires is 3,000 tons/month and 3,000 tons/month respectively. At the present, this facility is inactive. The licensee shall provide the Department with **thirty (30) days notice** prior to the activation of this facility.
62. The licensee shall maintain compliance in accordance with Rule 62-711.500 (3), F.A.C. The licensee may maintain compliance with this section by including the financial estimates in the financial mechanism posted for the Class I Landfill Financial Assurance.
63. All waste tires and processed tires shall be stored in accordance with the waste tire site requirements in Rule 62-711.500, F.A.C., and the storage requirement in Rule 62-711.540, F.A.C.
64. Processed tires stored for recycling or disposal shall meet the minimum size requirements specified in Rule 62-711.400(3)(a) or (b), F.A.C., respectively.
65. In the event of closure of this facility, the licensee shall be responsible for the removal of all processed and unprocessed tire for disposal or processing to a facility approved by the EEPD. Failure to properly remove all tire material and close the site may result in forfeiture of the financial mechanism to the EEPD.
66. In accordance with Rule 62-711.530(5), F.A.C., the licensee shall submit a quarterly report to the Waste Management Program of the EEPD at the address given in Specific Condition 28.

**Site Conditions**

67. Unless otherwise approved by the EEPD, the licensee shall operate the facilities in accordance with all the applicable sections of Sections 62-701, 62-709, and 62-711, F.A.C.
68. At least sixty (60) days prior to the expiration of this license, the licensee shall submit an application to the EEPD for renewal of the license in a manner prescribed by the EEPD in order to assure conformance with all applicable EEPD rules.

**Beneficial Reuse Sediment Monitoring Requirements**

69. Three composites of four (4) sediment sub-samples for every 10,000 cubic yards of sediments delivered to the site shall be analyzed for the full suite of COCs and potential COCs that are identified in the intermediate permit modification submitted on December 23, 2002, and supplements received February 24, and March 6, 2003. The determination on sediment on-site reuse and disposal or off-site disposal shall be based on the result of the above-mentioned sampling.

One sample for every 10,000 cubic yards of sediments from the county canals or Miami River that are in close proximity to a potential dioxin (2,3,7,8-TCDD) source shall be analyzed for dioxin (2,3,7,8-TCDD).

Notifications shall be provided to the EEPD prior to the initiation of the acceptance of sediments. Sediments shall not fail Toxicity Characteristic Leaching Procedure (TCLP) criteria for hazardous waste in accordance with Chapter 62-730, F.A.C., prior to landfill acceptance.

To ensure that the range of chemicals for which target concentrations were established in this permit modification is sufficiently broad, two additional measures shall be implemented. Within six months from the start date of acceptance of the sediments, the analytical results from sediment samples taken of these materials managed at the Landfill shall be reviewed by the permittee and compared to the historical results. Likewise, the analytical results from the waste characterization being conducted as part of the dredging process shall be reviewed by the permittee and compared to historical results. If significant changes in parameters and concentrations are detected, EEPD shall be notified and a new exposure assessment shall be performed and submitted to EEPD within 60 days. The permittee shall respond in writing within 30 days from the receipt of the EEPD's review comments for the new exposure assessment.

The permittee shall retain at the facility, or other location designated by this permit, records related to all activities associated with this permit modification.

EXHIBIT A

\\BGC-1\501\Bata\PROJECT\09221037\01\Drawings\Figures\09221037\_01\_Site Plan.dwg Aug 17, 2021 - 1:40pm Layout Name: SITE MAP By: 4310naw



FIGURE 2. SITE PLAN, MONARCH HILL, POMPAÑO BEACH, FLORIDA



EXHIBIT B

09215144FQ03.DWG 201512171616

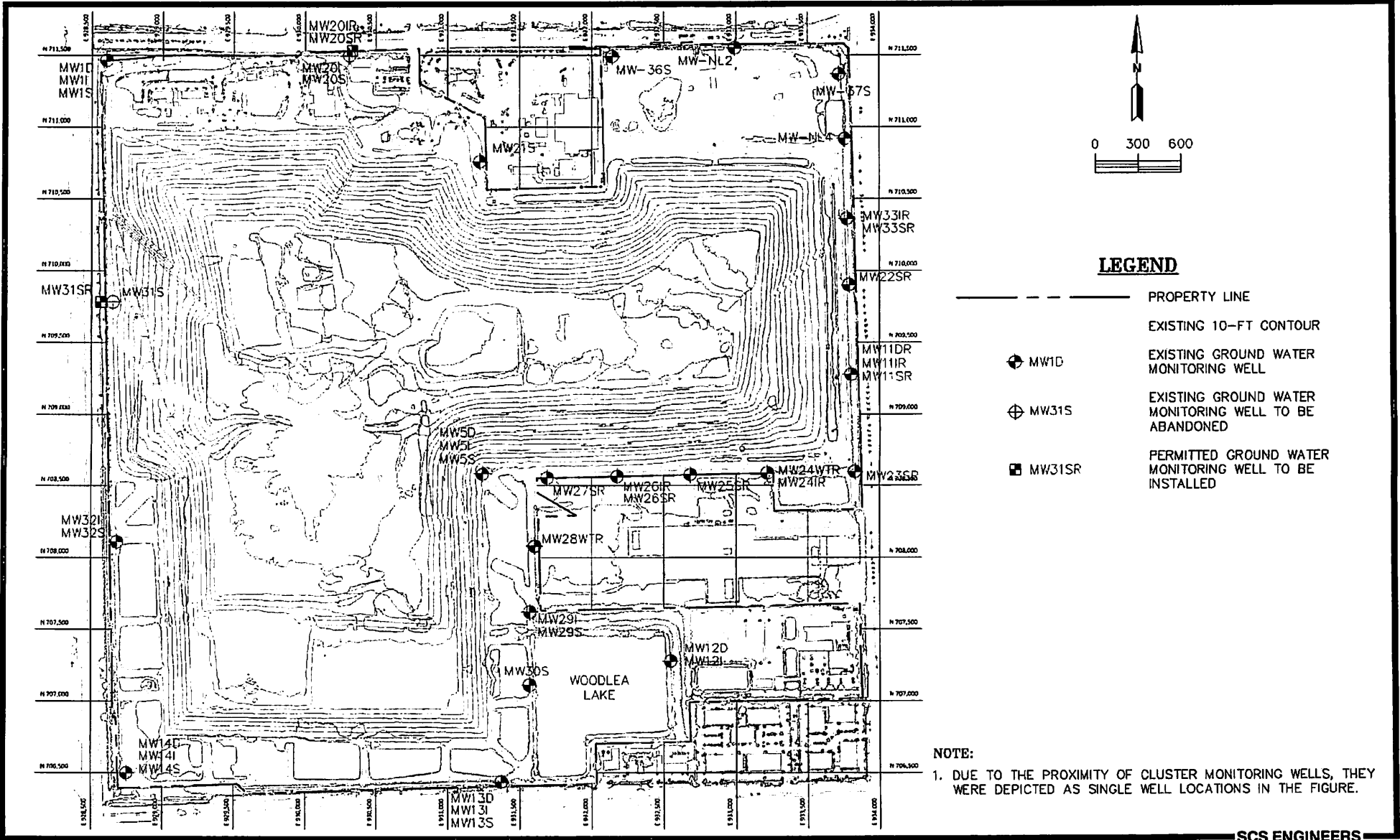


FIGURE 3. WATER QUALITY MONITORING LOCATION PLAN, MONARCH HILL, POMPANO BEACH, FLORIDA

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

**Business Name:** MONARCH HILL

**Receipt #:** 329-263538  
**Business Type:** ALL OTHERS (WASTE COLLECTION AND DISPOSAL)

**Owner Name:** WASTE MANAGEMENT INC OF FLORIDA  
**Business Location:** 2700 WILES ROAD  
POMPANO BEACH

**Business Opened:** 10/01/2011  
**State/County/Cert/Reg:**  
**Exemption Code:**

**Business Phone:**

Rooms                      Seats                      Employees                      Machines                      Professionals  
27

Tax Amount	Number of Machines:			Vending Type:		Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee    150.00  
Packing/Processing/Canning Employees                      0.00

## THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

WASTE MANAGEMENT INC OF FLORIDA  
2700 WILES ROAD  
POMPANO BEACH, FL 33073

**Receipt #** WWW-23-00268724  
**Paid** 07/10/2024 150.00

**2024 - 2025**

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

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**Exemption Code:**

**Business Phone:**

Rooms                      Seats                      Employees                      Machines                      Professionals  
27

Signature	Number of Machines:			Vending Type:		Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	
	0.00	0.00	0.00	0.00	0.00	150.00

**Receipt #** WWW-23-00268724  
**Paid** 07/10/2024 150.00




**TOWN OF DAVIE  
Business Tax Receipts  
Division**

8800 SW 36th Street, Davie, FL 33328  
Telephone: 954-797-1212  
Email: btr@davie-fl.gov  
Website: www.davie-fl.gov

Business Name: WM RECYCLING SUN 14/WASTE MANAGEMENT INC.

Address: 3250 SW 50 AVE

City, St., Zip: DAVIE, FL, 33314

	<p><b>TOWN OF DAVIE Business Tax Receipt</b></p> <p>Effective Date: October 1, 2023 Expiration Date: September 30, 2024</p>	<p>License Number <b>3</b></p>								
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">DBA Name:</td> <td style="width: 50%;">Business Phone: (561) 202-2384</td> </tr> <tr> <td>Business Name: <b>WM RECYCLING SUN</b></td> <td>Square Footage: 4000</td> </tr> <tr> <td>Address: <b>3250 SW 50 AVE</b></td> <td></td> </tr> <tr> <td>City, St., Zip: <b>DAVIE, FL 33314</b></td> <td></td> </tr> </table>			DBA Name:	Business Phone: (561) 202-2384	Business Name: <b>WM RECYCLING SUN</b>	Square Footage: 4000	Address: <b>3250 SW 50 AVE</b>		City, St., Zip: <b>DAVIE, FL 33314</b>	
DBA Name:	Business Phone: (561) 202-2384									
Business Name: <b>WM RECYCLING SUN</b>	Square Footage: 4000									
Address: <b>3250 SW 50 AVE</b>										
City, St., Zip: <b>DAVIE, FL 33314</b>										
<p><b>License Type: Recovery Systems</b></p>										
<p><b>CERTIFICATE OF USE</b></p>										
<p>*The Business Tax Receipt is an acknowledgment that a Business Tax has been paid pursuant to Sec. 13-17 of the Town Code. Please contact the Town's Business Tax Receipt Division if the business has ceased, moved or changed ownership.</p> <p>**The Certificate of Use is an acknowledgment that the business was determined to have met the requirements of Sec. 12- 382 of the Town Code. If blank, Certificate of Use details are on file with Business Tax Receipts Division</p>										

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829  
**VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

**DBA:** WM RECYCLING OAKES ROAD  
**Business Name:** WM RECYCLING OAKES ROAD

**Receipt #:** 279-288875  
**Business Type:** ALL OTHERS (RECYCLING FACILITY)

**Owner Name:** WASTE MANAGEMENT INC. OF FLORIDA  
**Business Location:** 3250 SW 50 AVE  
 DAVIE  
**Business Phone:** 954-991-3607

**Business Opened:** 01/08/2016  
**State/County/Cert/Reg:**  
**Exemption Code:**

Rooms                      Seats                      Employees                      Machines                      Professionals  
30

Tax Amount	Number of Machines:			Vending Type:			Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost		
135.00	0.00	0.00	0.00	0.00	0.00	0.00	135.00

Receipt Fee 135.00  
 Packing/Processing/Canning Employees 0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT  
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

WM RECYCLING OAKES ROAD C/O: WASTE  
 3250 SW 50 AVE  
 DAVIE, FL 33314

**Receipt #** WWW-22-00265272  
**Paid** 08/13/2023 135.00

**2023 - 2024**

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829  
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Signature	Number of Machines:			Vending Type:			Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost		
	135.00	0.00	0.00	0.00	0.00	0.00	135.00

**Receipt #** WWW-22-00265272  
**Paid** 08/13/2023 135.00



Resilient Environment Department

**ENVIRONMENTAL PERMITTING DIVISION**

1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

**6 May 2024**

**NOTICE OF PERMIT**

By-Email: [jgonza12@wm.com](mailto:jgonza12@wm.com)

In the Matter of an  
Application for Permit by:

Waste Management Inc. of Florida  
1800 N. Military Trail  
Boca Raton, FL 33431

Attention: Jacob Gonzalez, MRF Manager

<b>RED License Number:</b>	SW-WP00017-24
<b>FDEP Permit Number:</b>	0133579-027-SO
<b>WACS I.D. Number:</b>	55468

Enclosed is Permit Number 0133579-027-SO to continue operation of WM Recycling Oakes Road, issued pursuant to section 403.061 (14) and 403.707, Florida Statutes.

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is filed in accordance with sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative hearing in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the Broward County Environmental Permitting Division (EPD), One North University Drive, Planation, Florida 33324.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by other persons must be filed within fourteen days of publication of the notice or receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.A.C., however, any person who asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication. The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Waste Management Inc. of Florida  
Jacob Gonzalez, MRF Manager

RED License Number: SW-WP00017-24  
FDEP Permit Number: 0133579-027-SO  
WACS I.D. Number: 55468

A petition that disputes the material facts on which the Department's action is based must contain the following information

- (a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department File Number and the county in which the project is proposed;
- (b) A statement of how and when each petitioner received notice of the Department's action or proposed action;
- (c) A statement of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- (d) A statement of all material facts disputed by petitioner or a statement that there are no disputed facts;
- (e) A statement of the ultimate facts alleged, including a statement of the specific facts which the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action the petitioner wants the Department to take with respect to the Department's action or proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In accordance with Section 120.573 of the Florida Statutes, the Department advises that mediation is not available in this case under the provision of that statutes. This does not prevent any interested parties from agreeing to other forms of alternate dispute resolution.

Any party to this order has the right to seek judicial review of it under Section 120.68, F.S., by filing a notice of appeal under Rule 9.110, Florida Rules of Appellate Procedure, with Broward County Office of the County Attorney, 115 S Andrews Ave., Room 423, Fort Lauderdale, Florida 33301, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department.

Should you have any questions, please contact Michael Feelemyer of this office, telephone number (954) 519-1402.

Waste Management Inc. of Florida  
Jacob Gonzalez, MRF Manager

RED License Number: SW-WP00017-24  
FDEP Permit Number: 0133579-027-SO  
WACS I.D. Number: 55468

Executed in the City of Plantation, Florida.

BROWARD COUNTY  
ENVIRONMENTAL PERMITTING DIVISION



Digitally signed by AMEDE  
DIMONNAY  
Date: 2024.05.06 13:48:22  
-04'00'

Amede Dimonnay, MBA  
Environmental Program Manager

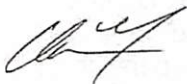
May 6, 2024

Date

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT ISSUANCE and all copies were emailed before the close of business on May 6, 2024 to the listed persons.

FILING AND ACKNOWLEDGMENT: FILED, on this date, pursuant to §120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.



Digitally signed by  
MICHAEL FEELEMYER  
Date: 2024.05.06 13:26:08  
-04'00'

Clerk

May 6, 2024

Date

Attachments: FDEP Permit Number 0133579-027-SO; SW-WP00017-24

ec:

FDEP; [Financial.Assurance.Working.Group@dep.state.fl.us](mailto:Financial.Assurance.Working.Group@dep.state.fl.us)  
Brenda Clark, P.E., [bclark@bscenginc.com](mailto:bclark@bscenginc.com)



# SOLID WASTE MANAGEMENT LICENSE

**RED License Number:** SW-WP00017-24  
**FDEP Permit Number:** 0133579-027-SO  
**WACS I.D. Number:** 55468

**APPLICANT:**

Waste Management Inc. of Florida  
Attention: Jacob Gonzalez, MRF Manager  
1800 N. Military Trail  
Boca Raton, FL 33431  
Phone: (954) 459-1451

**FACILITY NAME/ADDRESS:**

WM Recycling Oakes Road (fka Sun 14)  
3250 SW 50TH AVE  
Davie, FL 33314  
**OPERATOR:** Waste Management Inc. of Florida  
ATTN: Ms. Monica Mejia, Onsite Manager

This license is issued under provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances, and in accordance with sections 120.569 and 120.57 of the Florida Statutes, when applicable. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with provisions of Article 1, Division 4 of the Code.

**NATURE OF BUSINESS:** Waste Processing Facility

**DESCRIPTION:** A Renewal License for a waste processing facility for the receipt and processing of construction and demolition debris (C&D), Class III waste, yard trash, clean debris and recovered materials.

**Prepared By:** Michael Feelemyer  
**Application Received:** 04/10/2024  
**Date of Issue:** 05/06/2024  
**Renewal App. Due:** 04/25/2029  
**Expiration Date:** 06/24/2029

Digitally signed by AMEDE  
DIMONNAY  
Date: 2024.05.06 13:48:50 -04'00'

Environmental Permitting Division



# **SOLID WASTE MANAGEMENT LICENSE**

## **GENERAL CONDITIONS**

- (1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by Resilient Environment Department (RED) pursuant to Chapter 27 of the Broward County Code of Ordinances (BCC). RED will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.**
- (2) This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by RED.**
- (3) In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with Chapter 27 BCC, the Licensee shall notify RED within eight (8) hours or as stated in the specific section of Chapter 27 BCC. Within three (3) working days of the event, the Licensee shall submit a written report to RED that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.**
- (4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.**
- (5) This license must be available for inspection on the Licensee's premises during the entire life of the license.**
- (6) By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the county, may be used by the county as evidence in any enforcement proceeding arising under Chapter 27 BCC, except where such use is prohibited by section 403.111, Florida Statutes.**
- (7) The Licensee agrees to comply and shall comply with all provisions of the most current version of Chapter 27 BCC.**
- (8) Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 BCC that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.**
- (9) The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to RED personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 BCC.**
- (10) This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.**
- (11) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of RED, and any forbearance on behalf of RED to exercise its rights hereunder in the event of any breach by the Licensee, shall not be deemed or construed to be a waiver of RED's rights hereunder.**

APPLICANT: Waste Management Inc. of Florida  
FACILITY NAME: WM Recycling Oakes Rd

RED License Number:  
FDEP Permit Number:  
WACS ID:

SW-WP00017-24  
0133579-027-SO  
55468

**SPECIFIC CONDITIONS:**

- (1) Only construction and demolition debris (C & D), yard trash, Class III waste, clean debris, and recovered materials as defined in Section 62-701 of the Florida Administrative Code (F.A.C.) and Chapter 27-214 of the Broward County Code shall be received at this site. Incoming materials are processed into the following recyclable materials, recovered screened material (RSM) and non-processable material. RSM is defined herein as dirt and fines which are removed from the processing or recycling of C&D which passes through a final screen size no greater than 0.5 inches.
- (2) The facility will have a storage capacity of 24,300 cubic yards and is expected to process 21,250 cubic yards/day. At no time shall the total accumulation of incoming material and non-recyclable solid waste exceed 24,300 cubic yards, the approved volume detailed in the license application and approved closure cost estimate.
- (3) The licensee shall not accept or process any putrescible wastes or material suspected of being asbestos, hazardous or biomedical wastes. Should any asbestos, hazardous and/or biomedical wastes be delivered at the facility, the licensee shall immediately notify the EPD, and shall arrange for the wastes to be returned to the generator or disposed of in a manner approved by the EPD.
- (4) The licensee shall ensure all personnel on-site are properly trained to operate the facility with emphasis on proper identification and proper management of prohibited materials, safety, health, environmental controls, and emergency procedures. An operator shall be on duty whenever the facility is operating. At least one spotter shall be on duty at all times that waste is received at the site to inspect the incoming waste. Operators and spotters shall be trained in accordance with Rule 62-701.320(15), F.A.C.
- (5) Each incoming waste load shall be inspected and authorized by a trained spotter to deposit the waste load within designated tipping areas at the facility. Any waste loads containing prohibited material shall be rejected.
- (6) Prohibited material which inadvertently enters the facility shall be separated from the incoming waste stream within 48 hours from receipt on site and shall be stored in containers and disposed of at a licensed disposal facility pursuant to Section 62-701, F.A.C. This material shall be removed from the site and properly disposed within 48 hours from receipt of material.
- (7) All processing of incoming C&D into recyclable materials must be completed within seven (7) working days of receipt on site, except for yard trash, clean untreated wood, and painted wood.
- (8) The unloading, processing and sorting of all solid waste shall be conducted within the separate designated areas throughout the facility such as the Class III building, C & D tipping floor, Clean Concrete tipping floor, and yard trash areas as provided in the license application. No unloading, processing, sorting, or storage of Class III waste shall take place outside the Class III building.
- (9) The licensee shall utilize, replace as needed, and maintain all concrete areas, buildings, designated areas, push walls, screens, misters, leachate/storm water control system as indicated in the license application and site plan. The licensee shall also contain run-off.
- (10) All recyclable materials, clean debris, yard trash, treated/painted wood, untreated/unpainted wood, and RSM shall be stored in designated areas, or kept in storage containers, or kept on the concrete slabs. These materials shall be removed from the site when a container load is generated. In no case shall these materials remain on site longer than thirty (30) calendar days from receipt on site. Within thirty (30) days of generation, RSM shall be removed from the site and properly disposed of at an approved location.
- (11) Painted wood and painted wood processed into wood chips shall be stored in the designated area, or kept in storage containers, or kept on the concrete slab. These materials shall be removed from the site when a container load is generated. In no case shall these materials remain on site longer than thirty (30) days from receipt on site.
- (12) Painted wood processed into wood chips shall not be distributed for use as mulch, as defined in Chapter 27-214, Broward County Code of Ordinances.

APPLICANT: Waste Management Inc. of Florida  
FACILITY NAME: WM Recycling Oakes Rd

RED License Number:  
FDEP Permit Number:  
WACS ID:

SW-WP00017-24  
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**SPECIFIC CONDITIONS:**

- (13) Non-recyclable solid waste separated from the incoming C&D and Class III waste stream shall be stored in the Residue Building and disposed of at a licensed Class I or Class III disposal facility. This material shall be removed from the site within seven (7) operational days after receipt on site.
- (14) Pressure treated wood that is received shall not be processed into wood chips with the clean untreated wood or painted wood. Pressure treated wood shall be extracted from the incoming material stream, placed into a designated container, and properly disposed at a licensed facility pursuant to Rule 62-701, F.A.C.
- (15) Within 90 calendar days of receipt, all yard trash and untreated and unpainted wood shall be processed and/or removed from the site.
- (16) C & D, yard trash, wood, or mulch and wood chip piles shall not exceed the following dimensions: width - fifty (50) feet, area - 10,000 square feet, height - twenty (20) feet.
- (17) A space shall be provided between all piles to allow access to vehicles, including fire-fighting equipment.
- (18) Odors, dust, vectors, and noise shall be strictly controlled at all times. No objectionable odors are allowed beyond the property boundary. If any of the above are determined to be a problem, the licensee shall promptly take any and all actions necessary to correct the situation. The RED noise regulations in Article VII of the Code shall be complied with at all times.
- (19) The licensee shall, at minimum, utilize and maintain dust control screens, 15 feet high along the south boundary of the site and in the location of the grinder, treated wood, mulch and storage areas as noted in the plans dated May 28, 2019.
- (20) The licensee shall utilize and maintain the sprinkler misting system to control dust in the treated wood, mulch, grinder, and the storage areas as noted on the plans dated May 28, 2019.
- (21) The licensee shall utilize and maintain a water truck and water valves and hoses strategically throughout the site to address dust at the entrance/haul road, internal roadway system, processing area(s), sorting line, tipping area, grinder area and elsewhere as site operations dictate.
- (22) Track-out of any sand, dirt, dust, or residue onto public roadways resulting from waste processing facility operations shall be prevented at all times. All loaded haul vehicles leaving the site shall have container physically covered and have adequate freeboard to prevent debris from falling onto public roadways. Inadvertent Track-out that may occur shall be removed by the end of each operational day.
- (23) The site shall be secured and kept locked when not attended. Additional fencing and security measures shall be provided as necessary to secure the site and prevent unauthorized dumping.
- (24) The licensee shall permanently maintain sign(s) in a conspicuous location clearly visible to the general public indicating the name of the operating authority, contact person and telephone number in case of emergency, hours of operation, and list of prohibited materials.
- (25) The licensee shall notify the EPD in writing prior to any change of the on-site operator at the facility. This notification shall include at a minimum, the operator name, address, phone number, and contact person, as well as a description of the operation.
- (26) The licensee shall notify the EPD in writing prior to any change of the configuration of the site. The installation/reinstallation of C&D processing equipment such as picking line(s), shaker screen(s), trammel screen(s), etc., or concrete or paved area(s) or other operational changes requires prior written notification and approval of the EPD, which may include modification of this license.
- (27) The licensee shall comply with all applicable local land use and subdivision regulations and other requirements.
- (28) Prior to closure of the facility, the licensee shall comply with the closure procedures identified in the closure plan as shown in the permit modification application dated February 16, 2015. These activities include, but not limited to, the removal or otherwise disposal of all materials including wastes and products. Site closure will include the removal and proper disposal of the existing perimeter berm as well as a performing any

**SPECIFIC CONDITIONS:**

contamination evaluation as required by Chapter 62-701.

- (29) The licensee shall give written notice to EPD within thirty (30) days of the completion of closure.
- (30) The Licensee shall maintain compliance with the financial assurance requirements of Rule 62-701.700, F.A.C., by submitting all required updated supporting documentation in accordance with Rule 62-701.630, F.A.C., and 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to:

Florida Department of Environmental Protection  
Solid Waste Financial Coordinator  
2600 Blair Stone Road MS 4548  
Tallahassee, Florida 32399-2400

- (31) The licensee shall annually provide to the EPD for approval an updated closure cost estimate, in accordance with the requirements of Rule 62-701.630, F.A.C. The closure cost estimates shall be calculated in accordance with rule 62-701.630, F.A.C., and 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to the EPD at the following email address: [wastemanagementsection@broward.org](mailto:wastemanagementsection@broward.org) with a copy to [Solid.Waste.Financial.Coordinator@dep.state.fl.us](mailto:Solid.Waste.Financial.Coordinator@dep.state.fl.us).

- (32) A record book shall be kept on site with the following information entered (in tons or cubic yards) on a daily basis:
  - (a) Quantity of solid waste received and processed (by type); and
  - (b) Quantity of recyclable material recovered (by type); and
  - (c) Quantity of recyclable material marketed (by type); and
  - (d) Quantity of solid waste disposed of (by type) and identify the disposal location(s); and
  - (e) Quantity of RSM generated and disposed and identify the disposal location(s).

This information shall be summarized each month and submitted to the EPD by the fifteenth (15th) day of each succeeding month at the following email address: [wastemanagementsection@broward.org](mailto:wastemanagementsection@broward.org). In the event electronic mailing is not available, send the report to the EPD office.

- (33) The Licensee shall implement and maintain a ground water monitoring plan which meets the criteria set forth in Rule 62-701.510 and Chapter 62-522, F.A.C. Detection wells shall be sampled and analyzed at least semi-annually for the following parameters:

(a) Field Parameters:

- pH
- Temperature
- Water Elevations
- Turbidity
- Specific Conductivity
- Dissolved Oxygen
- Colors and Sheens (by observation)

(b) Laboratory Parameters:

- Total Ammonia - N
- Chlorides
- Nitrate
- Sulfate
- Total Dissolved Solids
- Those parameters listed in EPA Method 601 & 602, or most current technology.
- Aluminum
- Total Iron
- Sodium
- Total Arsenic
- Total Chromium
- Total Lead
- Total Mercury
- Total Cadmium

Background water quality shall be sampled and analyzed in accordance with the provisions of Rule 62-701.510 F.A.C. In addition, all background and detection wells shall be sampled and analyzed at least once prior to permit renewal for those parameters listed in Rule 62-701.510(7)(a), F.A.C. as well as sulfate and aluminum.

- (34) Electronic Reporting. Required water quality monitoring reports and all ground water analytical results shall be submitted electronically on a semi-annual basis by June 30 and December 30 of each year to the EPD at the

APPLICANT: Waste Management Inc. of Florida  
FACILITY NAME: WM Recycling Oakes Rd

RED License Number:  
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**SPECIFIC CONDITIONS:**

following email address: [wastemanagementsection@broward.org](mailto:wastemanagementsection@broward.org). Water quality monitoring reports shall be submitted in Adobe pdf format. The water quality data Electronic Data Deliverable (EDD) shall be provided to the Department in an electronic format consistent with requirements for importing the data into the Department's databases. Water quality monitoring reports shall be signed and sealed by a Florida registered professional geologist or professional engineer with experience in hydrogeological investigations and shall include the following:

- (a) Cover letter;
- (b) Summary of exceedances and recommendations;
- (c) Ground water contour maps;
- (d) Chain of custody forms;
- (e) Water levels, water elevation table;
- (f) Ground Water Monitoring Report Certification, using the appropriate Department form;
- (g) Appropriate sampling information on Form FD 9000-24 (DEP-SOP-001/01); and,
- (h) Laboratory and Field EDDs and error logs, as applicable.

All submittals in response to this specific condition shall be sent both to:

Resilient Environment Department  
Environmental Permitting Division  
1 North University Drive, Mailbox 201  
Plantation, FL 33324

And to: Florida Department of Environmental Protection  
Solid Waste Financial Coordinator  
2600 Blair Stone Road, MS 4548  
Tallahassee, Florida, 32399-2400

- (35) Pursuant to Section 62-701.300(2)(e), F.A.C., solid waste shall not be stored within 200 feet of the lake.
- (36) No unloading, processing, sorting or storage of Class III waste shall take place outside the Class III Building, and physical separation between Class III waste and other material is to be provided as identified on the site plan.
- (37) Containers utilized for the removal of Class III waste from the facility may be located outside of the Class III Building during the loading process. They shall be immediately removed when filled.
- (38) Excess accumulation of leachate from the Class III material area shall be removed by vacuum truck and shall be disposed in a licensed facility.
- (39) Non-recyclable solid waste separated from the incoming Class III waste stream shall be stored in containers and disposed of at a licensed Class I or Class III disposal facility. This material shall be removed from the site within seven (7) operational days after receipt on site.

**Recovered Screen Material (RSM):**

- (40) Prior to RSM distribution use in residential, commercial, and industrial settings being allowed, the licensee must conduct compliance testing at a frequency of every 1,000 tons or every week, whichever is less frequent, for no less than three (3) months. The licensee must submit a report to EPD showing the complete results, and then receive approval from EPD.
- (41) For RSM disposal, a copy of the corresponding ticket for each load which shall show volume, address, date, type of use, truck name and company, copy of end-user notification, copy of written acceptance of notification, and copy of institutional control implemented (as required) are to be maintained on site and provided to EPD upon request.
- (42) Use of RSM in residential, commercial, and industrial settings is allowed under the following conditions:
  - (a) The RSM may be used in a manner approved by the EPD.
  - (b) The land receiving the RSM is zoned for residential, commercial, or industrial use by the

**SPECIFIC CONDITIONS:**

appropriate local government.

- (c) Prior to the disposal of RSM, the licensee shall provide appropriate written notification to the property owner of the site receiving the RSM. The notification, at a minimum, shall be on company letterhead and include the following language:

*"This material has been recovered from construction and demolition (C&D) debris. The Broward County Resilient Environment Department (RED) has approved this material, based on operator testing, as fill in residential, commercial, and industrial settings. Its use has not been approved as fill in surface water bodies, areas of exposed ground water, in wetlands, or in borrow pit reclamation areas."*

- (43) Sampling and analytical requirements for the reuse of recovered screen materials (RSM).

(a) Compliance testing:

- i. At a frequency of every 1,000 tons or every week, whichever is less frequent, an 8 hour composite sample must be collected using the FDEP approved Standard Operating Procedures in Appendix B of the Guidance Manual and transported to the laboratory for analysis. At the laboratory, four randomly selected aliquots of the weekly composite sample must be obtained and one of those aliquots must be analyzed for total arsenic using EPA Method 3050. If the arsenic concentration resulting from this analysis is greater than the soil cleanup goal for arsenic in residential settings, then the remaining three aliquots must be analyzed for arsenic using EPA Method 3050. The single arsenic concentration, if only one aliquot is analyzed, or the geometric mean concentration for arsenic of all four aliquots, if all four aliquots are analyzed, shall be considered the resulting arsenic concentration for the weekly composite sample.
- ii. At a frequency of every 10,000 tons or every three months, whichever is less frequent, an 8 hour composite sample must be collected using the FDEP approved Standard Operating Procedures in Appendix B of the Guidance Manual and transported to the laboratory for analysis. At the laboratory, four randomly selected aliquots of the quarterly composite sample must be obtained with each one analyzed for total arsenic, lead, chromium, cadmium, mercury, copper and nickel using EPA Method 3050. In addition, a Synthetic Precipitation Leaching Procedure (SPLP) extract, EPA Method 1312, of one aliquot must be prepared and analyzed for volatile organic compounds using EPA Method 8260 and for semi-volatile organic compounds using EPA Method 8270. The geometric mean concentration for arsenic and the mean concentrations for the other metals of all four aliquots analyzed and the single SPLP organic analyses shall be considered the resulting concentrations for the quarterly composite sample.
- iii. At any time, a significant change in the operation or source material occurs, or changes in the quarterly sampling results indicate significant changes from the baseline data, the baseline testing protocol will be reconfirmed.
- iv. After one year of routine (weekly & quarterly) sampling at the facility, the licensee may request a reduction in the sampling parameters and/or frequencies. The RED evaluation of this request will be based upon the results of the weekly and quarterly sampling and other relevant data for the facility.

(b) Sampling Protocol

- i. Samples may be collected by an operator from the facility trained in accordance with Rule 62-701.320(15), F.A.C., or by personnel from a FDEP approved laboratory provided the SOP in Appendix B of the Guidance Manual is followed.
- ii. Laboratories conducting the analysis must have a NELAC Certification in accordance with the requirements of Chapter 62-160, F.A.C. Analysis of the SPLP extracts must be conducted using detection levels at or below FDEP ground water standards and criteria.

**SPECIFIC CONDITIONS:**

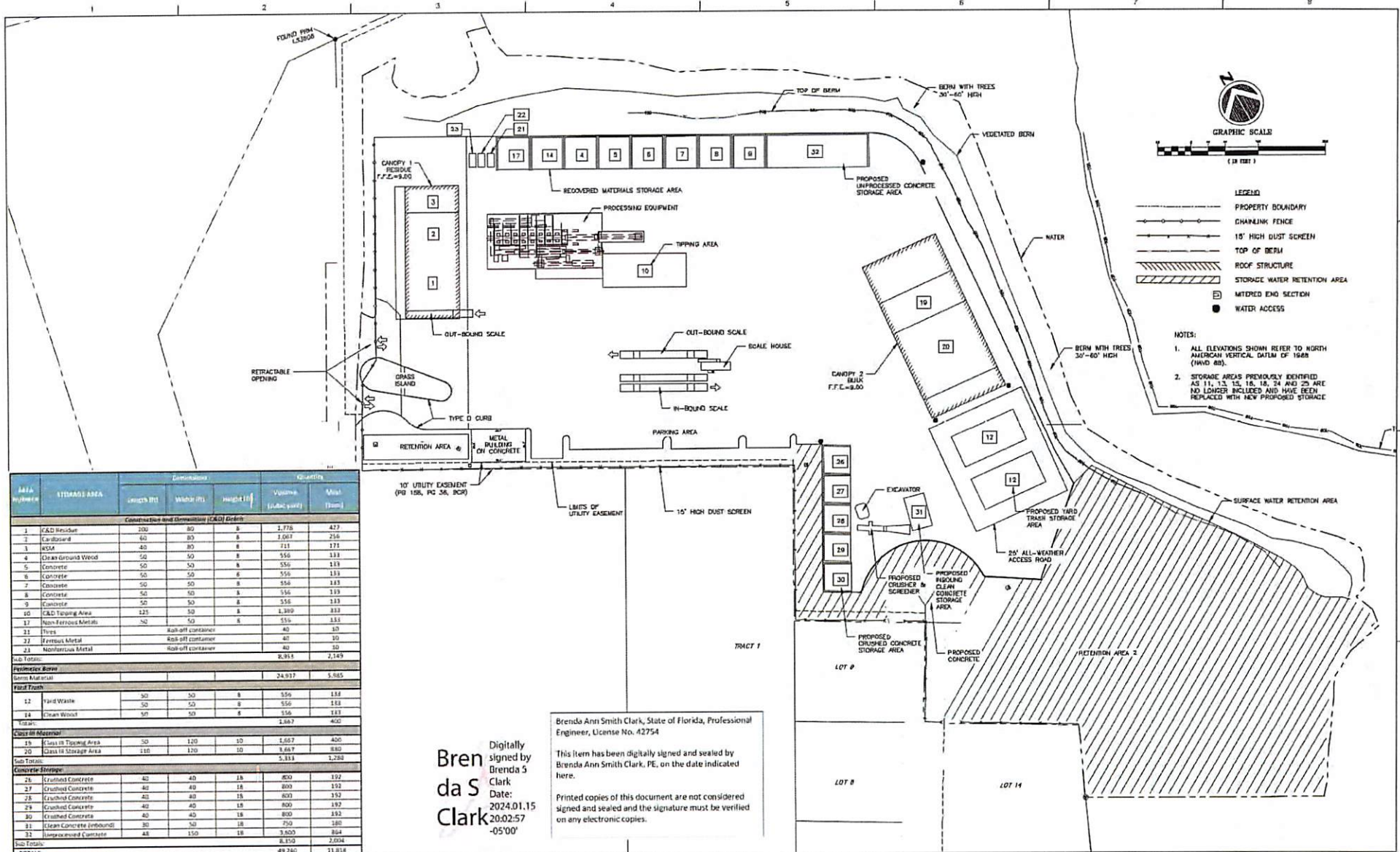
(c) Data analysis

- i. Analysis of raw data will be performed using the procedures outlined in Appendix C of the RSM Guidance Manual. If the data for a chemical of concern (COC) is normally distributed, then the arithmetic means and the upper 95 percent confidence limits for the means shall be calculated using the calculation method provided in Appendix C of the Guidance Manual.
- ii. If the data for a COC is not normally distributed, then a lognormal transformation of the data is allowed using the calculation method provided in Appendix C of the Guidance Manual. If the log transformed data are normally distributed, then the transformed data can be used to calculate the geometric mean and the upper 95 percent confidence limit value for the COC(s). The procedures in Appendix C shall be followed for this transformation.

(d) Reporting

- i. For management of RSM a Quarterly Report shall also be submitted to the EPD quarterly, by the fifteenth (15th) day of the first month following a quarter (January, April, July, and October). Two complete sets of all laboratory reports showing results of the routine composite (weekly & quarterly) sampling, results of the leaching tests, and a summary of the data shall be submitted (use of electronic means subject to EPD approval) to the EPD office. The summary of the routine sampling data shall include the following:
  - I. The summary shall be in a table format and shall list the analytical results for the COC(s) evaluated in each weekly, 8-hour composite sample analyzed during the quarter and any COC identified during the quarterly sampling. The table shall also include information showing the FDEP's soil cleanup goal corresponding to each COC. For the purpose of this summary, a COC is one which exceeds the direct exposure residential risk level or leachability goal listed in the FDEP's soil cleanup goals.

**[SITE PLAN FOLLOWS]**



ITEM NUMBER	STORAGE AREA	Dimensions			Quantity	
		Length (ft)	Width (ft)	Height (ft)	Volume (cu yd)	Mass (Tons)
<b>Construction and Demolition (CAD) Debris</b>						
1	CAD Residue	200	80	8	1,278	427
2	Car Island	60	80	8	1,064	256
3	ASMA	40	80	8	713	175
4	Clean Ground Wood	50	50	8	556	133
5	Concrete	50	50	8	556	133
6	Concrete	50	50	6	556	133
7	Concrete	50	50	8	556	133
8	Concrete	50	50	8	556	133
9	Concrete	50	50	8	556	133
10	CAD Tipping Area	125	100	8	1,300	333
17	Non-Ferrous Metals	50	50	8	556	133
21	Tires	Roll-off container			40	10
22	Hazardous Metal	Roll-off container			40	10
23	Nonferrous Metal	Roll-off container			40	10
<b>Sub Totals</b>					<b>8,913</b>	<b>2,149</b>
<b>Hydromed Berms</b>						
	Berm Material				<b>24,937</b>	<b>5,945</b>
<b>Fluid Fract</b>						
12	Yard Waste	50	50	8	556	133
14	Clean Wood	50	50	8	556	133
<b>Total:</b>					<b>1,867</b>	<b>402</b>
<b>Crust in Material</b>						
15	Clean 18 Tipping Area	50	120	10	1,657	406
20	Clean 18 Storage Area	110	120	10	9,667	2,400
<b>Sub Totals:</b>					<b>5,333</b>	<b>1,288</b>
<b>Concrete Storage</b>						
26	Crushed Concrete	40	40	15	800	192
27	Crushed Concrete	40	40	18	800	192
28	Crushed Concrete	40	40	15	800	192
29	Crushed Concrete	40	40	18	800	192
30	Crushed Concrete	40	40	18	800	192
31	Clean Concrete (bound)	30	50	18	750	180
32	Impervious Concrete	48	150	18	3,600	864
<b>Sub Totals:</b>					<b>8,150</b>	<b>2,034</b>
<b>TOTALS:</b>					<b>49,240</b>	<b>11,818</b>

Digitally signed by Brenda S Clark  
Date: 2024.01.15 20:02:57 -05'00'

Brenda Ann Smith Clark, State of Florida, Professional Engineer, License No. 42754

This item has been digitally signed and sealed by Brenda Ann Smith Clark, PE, on the date indicated here.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

BSC ENGINEERING, INC  
11555 HERON BAY BOULEVARD  
SUITE 200  
CORAL SPRINGS, FLORIDA 33078



ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	DESIGNED BY	PROJECT NUMBER
BRENDA A. CLARK	A. FRANCA	



WM RECYCLING OAKES ROAD  
3250 SW 50TH AVENUE  
DAVIE, FLORIDA 33314

SOLID WASTE PERMIT MODIFICATION  
PROPOSED SITE PLAN

FILENAME	SHEET
	02





**FINANCE DEPARTMENT**  
**CITY OF FORT LAUDERDALE BID TABULATION**

Rev: 3 | Form Revision Date: 6/27/2019 | Print Date: 9/7/2018

Description: Event 335 - Disposal of Construction and Demolition Debris & Yard Waste  
 Open Date: 8/6/2024

Vendor				Waste Management Inc. of FL	
City, State				Boca Raton, FL	
#	Item Description	Qty.	U/M	Unit Price	Extension
1	Infrastructure (Stormwater) Silts (Tons)	1704	TN	\$ 47.74	\$ 81,348.96
2	Infrastructure (Stormwater) Silts (CY)	3120	CY	\$ 59.68	\$ 186,201.60
5	Land Clearing Debris (CY)	400	CY	\$ 12.73	\$ 5,092.00
7	Yard Waste Rolloff (CY)	5000	CY	\$ 12.73	\$ 63,650.00
8	Mixed Construction and Demolition Debris	7800	TN	\$ 63.39	\$ 494,442.00
9	Clean Concreate	600	CY	\$ 4.24	\$ 2,544.00
#	Concrete with Rebar	600	CY	\$ 9.02	\$ 5,412.00
#	Clean Soil	8400	CY	\$ 46.68	\$ 392,112.00
<b>GRAND TOTALS</b>				<b>\$ 1,230,802.56</b>	
<b>** Apparent Lowest Bid</b>				<b>** 1, 2, 5, 7, 8, 9, 10, 12</b>	

\*\* Apparent Low Bid

Number of bids received:  
 Protected Class Vendors\* Received:  
 No Bids:  
 Late Bids:

4
0
1
0



DOCUMENT ROUTING FORM

Rev: 4 | Revision Date: 5/8/2024

TODAY'S DATE: 9/4/2024

DOCUMENT TITLE: AGREEMENT - Purchase of Disposal of Construction and Demolition Debris & Yard Waste - Waste Management Inc. of Florida - (Commission Districts 1, 2, 3 and 4)

COMM. MTG. DATE: 9/3/2024 CAM #: 24-0772 ITEM #: M-5 CAM attached: [X] YES [ ] NO

Routing Origin: Procurement Router Name/Ext: Shamori Aldridge ext. 6238 Action Summary attached: [X] YES [ ] NO

CIP FUNDED: [ ] YES [X] NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? [X] YES [ ] NO # of originals attached: 1

Is attached Granicus document Final? [ ] YES [ ] NO Approved as to Form: [ ] YES [ ] NO

Date to CCO: 9/5/24 Attorney's Name: Rhonda Montoya Hasan Initials: [Signature]

3) City Clerk's Office: # of originals: 1 Routed to: Ext: Date: 09/06/24

4) City Manager's Office: CMO LOG #: SEP 14 Document received from: 9/6/24

Assigned to: SUSAN GRANT [ ] ANTHONY FAJARDO [ ] LAURA REECE [ ] BEN ROGERS [X] SUSAN GRANT as Acting CRA Executive Director [ ]

[ ] APPROVED FOR S. GRANT'S SIGNATURE [ ] N/A S. GRANT TO SIGN

PER ACM (Initial): A. FAJARDO L. REECE B. ROGERS

[ ] PENDING APPROVAL (See comments below)

Comments/Questions:

Forward \_\_\_ originals to [ ] Mayor [ ] CCO Date: \_\_\_

5) Mayor/CRA Chairman: Please sign as indicated.

Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_

6) INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains \_\_\_ original and forwards \_\_\_ originals to: S.Aldridge/Procurement/6238 (Name/Dept/Ext)

Attach \_\_\_ certified Reso # \_\_\_ [ ] YES [ ] NO

Original Route form to CAO JM#24-0524

