

THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 2

HURRICANE IRMA – VEGETATIVE DEBRIS BURN: RFP 003-18

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal (RFP) package is hereby amended in accordance with the following items:

Questions from prospective Proposers:

- 1) Does the Contract need to be signed and submitted in the proposal or post award?
 - a. Post Award
- 2) Are payment and performance bonds due post award?
 - a. Yes
- 3) Page 10 Section 9 of the RFP asks if a Key West Business License Tax Receipt is required post award?
 - a. As the project is located on Rockland Key, a Key West Business License Tax Receipt is not required; however, proposers should confirm with Monroe County any licensing requirements.
- 4) We are a Limited Liability Company. Which section do we fill out on page 18?
 - a. A Limited Liability Corporation is not considered a Sole Proprietor or Partnership; therefore, the Proposer would fill out the "If Corporation" section.
- 5) Page 32 states we need to submit 1 flash drive and p. 6 states we need to submit 2 flash drives. Which is correct?
 - a. Replace Item 10 of page 32 (Proposal) with:
 - i. Bid submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms" one (1) ORIGINAL bid package and two (2) FLASH DRIVES as stated in the invitation to bid."
- 6) Would there be a prior Bid Tabulation for this Request for Proposal?
 - a. No, this is the first RFP for this project.
- 7) Would you please provide clarification of the requirements for the section (Contract Bonds: Performance and Payment Bonds)? We are not supplying materials for construction? With this in mind, the project would not involve guarantees against defective workmanship or materials for the construction of work. Nor, would we be providing a warranty period following the date of final acceptance. With this said, this section should be removed from the contract requirements.
 - a. No, as required by City purchasing ordinance, the winning Proposer shall provide all Bonds required by the Contract Documents.
- 8) Relative to previous experience, how far back can we go to achieve the requirements?
 - a. As far back as needed
- 9) Will liquidated damages be assessed if the Contractor does not meet the deadline they referenced in the proposal form?
 - a. Yes, \$3,700.00 per day
- 10) Can Contractor sub out 100% of the work?
 - a. Yes

Contract Documents

11) INVITATION TO BID

- a. In third paragraph (page 6), DELETE "approximately 120,000 cubic yards" and INSERT "approximately 102,024 cubic yards (as measured by FEMA monitors)"
- b. DELETE entire paragraph nine (last on page 6) and replace with the following: "Within 10 days following Notice of Award, Bidder shall furnish documentation showing that he is in compliance with applicable state and Monroe County licenses and certificates."
- c. Under Section 2. General Description of the Project (page 7), DELETE entire first paragraph and replace with the following:
 - "The City of Key West is soliciting proposals for the disposal of vegetative debris collected from Hurricane Irma. The City is leasing a Temporary Debris Management Site (TDMS) located at Rockland Key/Toppino Industrial Drive, where approximately 102,000 cubic yards of collected vegetative debris has been placed on a 10-acre site. The disposal method at the TDMS will be use of Air Curtain technology to thoroughly burn the vegetative debris while minimizing particulate emission during the processing stage. In the event non-burnable debris (e.g., white goods, solid waste) is encountered, Contractor shall segregate and place in a to be designated location on the Site."
- d. Under Section 6.C. Special Bidding Requirements, INSERT last sentence: "Bidders to submit a 1-2 page (maximum) qualification summary in addition project references with their proposal."
- e. Under Section 6.D. Attachments, DELETE "City of Key West Business License Receipt".

9) PROPOSAL

a. DELETE entire "PROPOSAL" form (pages 14-18) and replace with revised "PROPOSAL" form attached to this ADDENDUM.

Attachments

- 1. PreBid Meeting Minutes
- 2. PreBid Meeting Attendance Sheet
 - a. The representative for Clean Air Combust was delayed by traffic and arrived after the meeting concluded. The City was notified of this delay prior to the PreBid meeting. As subsequently discussed at the meeting, Clean Air Combust will be permitted to submit a proposal in response to this RFP.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2

with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name of Business

TER Enterprises, Inc.



Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

HURRICANE IRMA – VEGETATIVE DEBRIS BURN: RFP 003-18

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal (RFP) package is hereby amended in accordance with the following items:

Replace pages 4 and 6 with attached.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name of Business

TFR Enterprises, Inc.

PROPOSAL

ADDENDUM 2 REVISION

NOTE TO BIDDER:	Use preferably	BLACK ink for	r completing	this Proposal	form.
	·				

To:

The City of Key West

Address:

1300 White St, Key West, Florida 33040

Project Title:

HURRICANE IRMA VEGETATIVE DEBRIS BURN

Bidder's contact person for additional information on this Proposal:

Company Name:	_TFR	Enterpris	es, Inc		
Contact Name &	Telephone #:	Tiffanu	1 Wilkes	(512)266)-3322
		1watfr			MAN 40 - 40 -
		7			

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the initial Notice to Proceed and to complete the project, in all respects within _____ calendar days (Bidder to provide).

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$3,700.00 per day (not to exceed 10% percent of the lump sum base bid) for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

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(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Seven hundred this ty-seven thusand bollars & ND

Cents (4) amount written in words

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the suppliers invoice plus 10 %.

BASE BID ADD OR DEDUCT ALTERNATES

NOTE: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO BID ALTERNATE ITEMS. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATES WILL BE A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

1. Additive Alternate No.1: Provide \$10,000,000 Umbrella Insurance Cover

1 LS

\$ 19,000,00

2. Additive Alternate No.2: Provide \$5,000,000 Pollution Liability Insurance Coverage.

1 LS

\$ 10,000.00

EXPERIENCE

The Bidder shall submit with an experience record with the Bid showing his experience and expertise in vegetative debris burning and disposal. Such experience record shall provide up to <u>five</u> current or recent projects of similar work, and preferably in the State of Florida. For each project the following information shall be provided:

- 1. Description and location of work.
- 2. Quantity burned and contract amount.
- 3. Dates work was performed.
- 4. Owner.
- 5. Name of Owner's contact person and phone number.

The Bidder has the option to submit a 1-2 page qualifications summary in additional to the above experience record.

The Bidder shall submit a draft project-specific Burn Plan with the Proposal. <u>SUBCONTRACTORS</u>

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Mame,	TFR	intends to	self per	form.
Trade			Percent of	Total Base Bid
Street		City	State	Zip

Name				
Trade		Percent	of Total Bas	se Bid
Street	City	State	Ziŗ)
SURETY				
				whose address is
Street	, ,	City	State	Zip
<u>BIDDER</u>				
The name of the Bidder so	abmitting this Proposal i	S		
				doing business at
Street	,	City	State	Zip
which is the address to whe shall be sent.	ich all communications	concerned with thi	s Proposal ar	nd with the Contract
The names of the principa or of all persons interested				r of the partnership,
TFR Enterpris	ses, Inc	100 %	Stock	holder
•				

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his	(its) hand this	day of	2017.
Signature of Bidder			
Title			
If Cor	poration		
IN WITNESS WHEREOF the undersigned corporate seal affixed by its duly authorized officers this	oration has caused this	instrument to be ex	tecuted and 2017.
(SEAL)			
TFR Enterprises, Inc. Name of Corporation		·	
	Ву		
	Title <u>CEO</u>		
	Attest_S//	Tyll	
	day of <u>NOVEM</u>	nber, 20 17	
NOTARY PUBLIC, State of TOXOS My Commission Expires: January a	, at Large		
My Commission Expires: January a	7,2018		WILKES
**********		NOTARY	/ PUBLIC

FLORIDA BID BOND

	BOND NO.	N/A
		Five Percent of the Greatest \$ Amount Bid (5% of G.A.B.)
KNOW ALL MEN BY THESE PRESENTS, that	TFR Enterprises, Inc,	
hereinafter called the PRINCIPAL, and Westches	ter Fire Insurance Com	pany
a corporation duly organized under the laws of the	State of Pennsylvania	а
having its principal place of business at436 Waln	ut Street, PO Box 1000,	Philadelphia, PA 19106
	in the State	of PA
and authorized to do business in the State of Florid	la, as SURETY, are h	eld and firmly bound unto
City of Key West		
hereinafter CITY OF KEY WEST called the OBL		50/ - 5 O A D
Five Percent of the Greatest Amount Bid		
for the payment for which we bind ourselves, our lassigns, jointly and severally, firmly by these presents.	•	nistrators, successors, and
THE CONDITION OF THIS BOND IS SUCH TH	IAT:	
WHEREAS, the PRINCIPAL is herewith submitti		
IRMA DEBRIS BURN, said Bid Proposal, by refe	rence thereto, being h	ereby made a part

FLORIDA BID BOND (continued)

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

HURRICANE IRMA VEGETATIVE DEBRIS BURN

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this	day of_	November	, 2017.
PRINCIPAL - TFR Enterprises, Inc.			
		Ву	
		Westchester Fire Insu	rance Company
•		SURETY By Attorney-In-Fact	- Blaine Allen
STATE OF TEXAS COUNTY OF WILLIAMSON) : SS)		

FLORIDA BID BOND (continued)

paid to	ersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be by employees of the City of Key West as a commission, kickback, reward or gift, directly the type of any member of my firm or by an officer of the corporation.
Ву:	H
Sworn a	d subscribed before me this Letto day of November, 2017.
NOTAI	PUBLIC, State of Texas at Large
My Cor	nission Expires: 127 ZDIS TIFFANY WILKES NOTARY PUBLIC State of Texas Gomm. Exp. 01/27/2018

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

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

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

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

Does hereby nominate, constitute and appoint Blaine Aflen, Brady K Cox, Brent Baldwin, Brock Baldwin, Michael B Hill, Russell Frenzel, Frenze Donovan, William D Baldwin, all of the City of DALLAS, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 21 day of March 2017.

WESTCHESTER FIRE INSURANCE COMPANY

ANCE OF

Stephen M. Haney , Vice President

COMMONWEALTH OF PENNSYLVANIA-COUNTY OF PHILADELPHIA ss.

On this 21 day of March, AD. 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYEVANIA
NOTARIAL SEAL
KAREN E BRANDT, Notary Public
City of Philasolphia, Phila; County
My Commission Expires Sept. 26; 2018

Jam Chandt

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, o which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 13 day of November, 201

William L. Keliy, Assistani Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 21, 2019

ANTI - KICKBACK AFFIDAVIT

STATE OF TOXAS : SS COUNTY OF Williamson)	
COUNTY OF WILLIAMSON)	
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly indirectly by me or any member of my firm or by an officer of the corporation.	
Ву:	
Sworn and subscribed before me this Let day of November, 2017.	
NOTARY PUBLIC, State of Texas at Large	
My Commission Expires: TIFFANY WILKES NOTARY PUBLIC State of Texas Comm. Exp. 01/27/2018	

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SWORN STATEMENT UNDER SECTION 287.133(3)(A) **FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1.	This sworn statement is submitted with Bid or Proposal for Hurricane Irma-
	Vegetative Debris Burn: RFP 003-18.
2.	This sworn statement is submitted by TFL Enterorisos, Inc. (name of entity submitting sworn statement)
	whose business address is <u>UDI Leander Drive</u>
	Leander, Texas 78641
	and (if applicable) its Federal Employer Identification Number (FEIN) is
	12-11498002
	(If the entity has no FEIN, include the Social Security Number of the individual
	signing this sworn statement
3.	My name is Tifton F. Rowland (please print name of individual signing)
	and my relationship to the entity named above is
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u> , means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political

- or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

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

PUBLIC ENTITY CRIMES (continued)

- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

PUBLIC ENTITY CRIMES (continued)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

. //
(signature) (U) (date)
STATE OF 16405
COUNTY OF WILLIAMSON
PERSONALLY APPEARED BEFORE ME, the undersigned authority, Who, after first being sworn by me, affixed his/her (name of individual signing) signature in the space provided above on this Way of Wovember, 2017.
My commission expires: TIFFANY WILKES NOTARY PUBLIC State of Texas Comm. Exp. 01/27/2018

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INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: TFR Enterprises, Inc	SEAL:
LODI Learder Dr. Learder Address	,TX. 78641
Signature	
Tipton F. Roward Print Name	
Title	
Date	

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF TEXAS : SS COUNTY OF Williamson)	
I, the undersigned hereby duly sworn, depose and say the provides benefits to domestic partners of its employees employees' spouses per City of Key West Ordinance Se	on the same basis as it provides benefits to
	Ву:
Sworn and subscribed before me this	
64 day of November, 2017.	
NOTARY PUBLIC, State of Texas at Large My Commission Expires: 1/27/2018	TIFFANY WILKES NOTARY PUBLIC State of Texas Comm. Exp. 01/27/2018

CONE OF SILENCE AFFIDAVIT

STATE OF 1040S
STATE OF 1040S) : SS COUNTY OF WilliamsON)
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of TER ENER PRISESTING. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).
(signature) 11/2/17 (date)
Sworn and subscribed before me this LOH Day of November, 2017. OUT ON WOLLS NOTARY PUBLIC, State of Texas at Large My Commission Expires: 1/20/7018 My Commission Expires: 1/20/7018

* * * * * *

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The CONTRACTOR, The English Statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

TIPTON F. ROWAND, CEO Name and Title of Contractor's Authorized Official

Date

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

1.	All Contract Documents thoroughly read and understood.	$[\swarrow]$
2.	All blank spaces in Proposal filled in, using black ink.	
3.	Addenda acknowledged.	[义
4.	Subcontractors are named as indicated in the Proposal.	[×
5.	Experience record included.	[X]
6.	Proposal signed by authorized officer and notorized.	[大]
7.	Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.	
8.	Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.	[X]
9.	Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.	
10.	BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original and 1 flash drive as stated in the invitation to bid.	[×]
31.	Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.	[X]

* * * * * *

1. Establishing TDSR Site For Burning and Grinding Operations

When preparing temporary facilities for handling debris resulting from the clean-up efforts due to hurricane or other natural or man-made disaster damage, the following guidelines shall be considered when establishing TDSR Sites for Burning and Grinding Operations.

These guidelines apply only to sites for grinding or burning vegetative storm debris (yard waste, trees, limbs, stumps, branches, and untreated or unpainted wood). Arrangements shall be made to screen out unsuitable materials.

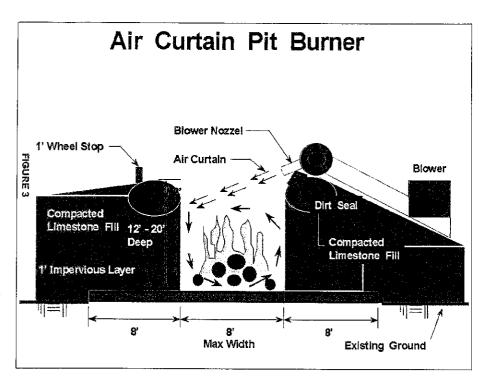
The two methods of reducing vegetative and land clearing storm debris is "chipping/grinding" for use in landscape mulch, compost preparation, and industrial boiler fuel or using an "air curtain burner (ACB)", with the resulting ash being land applied as a liming agent, incorporated into a finished compost product, or being landfilled.

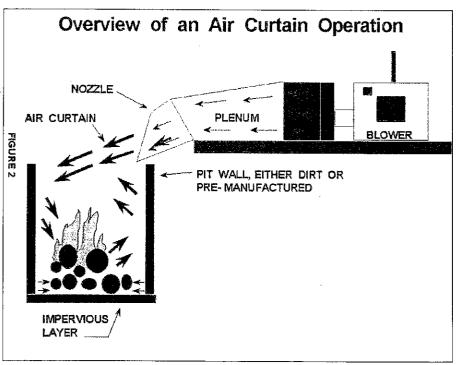
Air Curtain Burner Sites

Locating sites that are intended for air curtain burning (ACB) operations is a coordinated effort between the Debris Management Center and the local air quality officials for evaluating the surrounding areas and to reevaluate potential sites used in the past. The following guidelines are presented for selecting an ACB site and operational requirements once a site is in use:

- Contact the local fire marshal or fire department for input into site selection in order to minimize the potential for fire hazards, other potential problems related to fire fighting that could be presented by the location of the site, and to ensure that adequate fire protection resources are available in the event of an emergency.
- The requirements for ACB device(s), in accordance with local fire safety rules require the following buffers: a minimum of 500 feet from the ACB device to homes, dwellings and other structures and roadways. Contact the local Fire Marshall's Office for updates or changes to their requirements.
- Sites shall be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected. If ACB pit devices are utilized, a minimum two-foot separation to the seasonal high water table is recommended. A larger buffer to the seasonal high water table may be necessary due to on-site soil conditions and topography.
- Storage areas for incoming debris shall be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
- Storage areas for incoming debris shall be located at least 100 feet from property boundaries and on-site buildings and structures.
- Air Curtain Burners in use shall be located at least 100 feet from on-site storage areas for incoming debris and 200 feet from, potable water supply wells, and septic tanks and leaching fields.

- Wood ash stored on-site shall be located at least 200 feet from storage areas for incoming debris, processed mulch or tub grinders (if a grinding site and ACB site is located on the same property). Wood ash shall be wetted prior to removal from the ACB device or earth pit and placed in storage. If the wood ash is to be stored prior to removal from the site, then rewetting may be necessary to minimize airborne emissions.
- Wood ash to be land applied on site or off site shall be managed in accordance with the guidelines for the land application of wood ash from storm debris burn sites. The ash shall be incorporated into the soil by the end of the operational day or sooner if the wood ash becomes dry and airborne.
- Sites that have identified wetlands shall be avoided, if possible. If wetlands exist or wetland features appear at a potential site it will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged, and a 100-foot buffer shall be maintained for all activities on-going at the site.
- Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks and trailers used to haul debris and the intense heat generated by the ACB device. Underground utilities need to be identified prior to digging pits for using the ACB device.
- Provisions shall be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with trucks or other equipment when the facilities are closed. Gates, cables, or other more standard types of access control shall be installed as soon as possible.
- When possible, post signs with operating hours and information about what types of clean up waste may be accepted. Also include information as to whether only commercial haulers or the general public may deposit waste.
- Closure of air curtain burner sites shall be within 60 days of removing the last load of debris or reduction products. If site operations will be necessary beyond this time frame, permitting of the site may be required. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the guidelines for closure and restoration of TDSR sites.







Recent Experience	Event	Description of Work	Point of Contact	Contract Value
FLDOT District 01	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Amy Perez (863) 519-2316	TBD
FLDOI District.02	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Jennifer Curls (386) 961-7561	\$2,000,000.00 to Date
FLDOT District 05	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Victor LoPiccolo (386) 943-5287	TBD
FLDOI District 07	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Anita Montjoy (813) 975-6442	TBD
City of Plantation, FL	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Dawn Mehler (954) 797-2723	\$5,000,000.00 to Date
City of Homestead, FL	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Maria Pineda (305) 224-4772	\$2,000,000 00 to Date
St. John's County, FL	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Benjamin Bright (904) 209-0252	\$350,000.00 to Date
TXBOT Victoria	Flurricane Harvey 08/2017	Tree Trimming, Hauling, Reduction and Disposal	David Stephens (361) 293-4341	TBD
TXDOT- Nueces	Hurricane Harvey 08/2017	Tree Trimming, Hauling, Reduction and Disposal	Martin Horst (361) 808-2261	TBD
TXDOT-Hams	Hurricane Harvey 08/2017	Tree Trimining, Hauling, Reduction and Disposal	Cody McKenney (281) 686-9871	TBD
City of Beaumont, TX	Hurricane Harvey 08/2017	Debris Removal and Disposal	Tommy Gill (832) 767-8118	\$473,000.00 to Date
City of Dayton, TX	Hurricane Harvey 08/2017	Debris Removal and Disposal	Theo Melancon (936) 258-2642	\$29,000.00
City of Port Lavaca	Hurricane Harvey 08/2017	Debris Removal and Incineration	Jody Weaver (361) 827-3601	TBD
City of Sugarland	Hurricane Harvey 08/2017	Debris Removal and Disposal		TBD
City of Raleigh, NC	Hurricane Matthew	Grinding Services	Kelly Lindsey (919) 996+2202	\$95,000.00
Port St. Lucie, FL	Hurricane Matthew	Tree Trimming, Hauling, and Disposal	Richard Perkins (772) 344-4263	\$2,000,000.00
FLDOT District 05	Hurricane Matthew	Cut & Toss, Debris Removal, and Disposal	Rick Coe (386) 740-3490	\$9,000,000.00
FLDOT District 03	Hurricane	Tree Trimming, Hauling, and Disposal	Amanda Mauldin	\$1,300,000,00



	Marthew		(850) 330-1364	
	Hurricane		Jennifer Smith	
FLDOT District 02	Matthew	Tree Trimming, Hauling, and Disposal	(386) 943-5367	\$1,300,000.00
LADOID Dismot 61	Floods 08/16-12/16	Debris Removal and Disposal	Mark Benton (225) 379-1164	\$3.160.000.00
	Floods		Mark Benton	
LADOTD District 03	08/16-11/16	Debris Removal and Disposal	(225) 379-1164	\$125,000.00
	Floods		Michael Broussard	
Iberia Parish, LA	09/16-10/16	Debris Removal and Disposal	(337) 492-5412	\$30,000.00
Waste Management- East			Shawn Cockrell	
Oak Landfill	Single Contract	Grinding Services	(405) 427-1112	\$45,000.00
TXDOT	Floods	Debris Removal and Dismosal	Jamie Witten (512) 585-4678	\$111 778 40
	Floods		Marc Grant	00000
Fort Bend County, Texas	06/16	Debris Removal and Disposal	(281) 342-4513	\$423,187.09
			Garry Enna	
Collin County, Texas	Annual Contract	Grinding Services	(972) 548-3700	\$252,000.00 To Date
	Floods		Mike Fisher	
Bastrop County, Texas	11/15	Debris Removal and Disposal	(512) 848–6693	\$43,469.00
Acme Materials	Single Contract	Grinding Services	Ben Grierson (214) 701-7916	\$13.250.00
	Ice Storm	The state of the s	Tenny Maker	
City of Guthrie, Texas	12/15	Debris Reduction Services	(405) 260-3091	\$15,000.00
City of Edmond, Oklahoma	Ice Storm 12/15	Debris Reduction Services	Johnny Carter (405) 216-7612	\$175,000.00
	Tornado		Vicki Alfaro	
Rowlett, Texas	12/15	Debris Reduction Services	(972) 412-6198	\$42,000.00
MD Dept of General Svcs	Snow Storm 01/7:6	Snow Removal (Hourly Contract)	Denise Wade (240) 205-3086	\$75,096.00
Paradolina County Towar	Floods	Dobrig Damorral and Dispessel	Judge Kutscher	00 000 200
Guadalupe County, 16xas		Devils Nelloval and Disposal	/ C00-505 (050)	On On Oct
Texas State University	F100dS 5/15	Debris Removal, Reduction, and Disposal	Joel Soto (512) 245-1880	\$196,400.00
	Floods	Debris Removal from Bridges and	Jamie Witten	
TXDOT	5/15	Waterways	(512) 832-7069	\$374,000.00
City of Martindale, Texas	Floods	Debris Removal and Disposal	Jordan Powell	\$94,000.00



	5/15		(512) 398-1811	
	Floods	,	Mark Kennedy	
City of Wimberly, Texas	5/15	Debris Removal and Disposal	(512) 393-2219	\$394,000.00
San Marcos, Texas	Floods 5/15, 10/15	Debris Removal and Disposal	Bert Stratemann (512) 393-8181	\$439,500.00
TYDOT Recovery	Floods 5/15	Cananh and Dagons Couries	Jamie Witten	00 000 000
IZEDOI INCOVEI	2/12	DOMENT AND AND A PLOCE	(217)	000,400.00
Caldwell County, Texas	Floods 5/15-7/15, 10/15	Debris Removal Reduction and Disposal	Jordan Powell (512) 398-1811	\$29,100.00
	Floods		Mark Kennedy)))))))))))))))))))
Hays County, Texas	5/15-7/15, 10/15	Debris Removal, Reduction, and Disposal	(512) 393-2219	\$489,008.85
W. Contactory (Tannassas)	Ice Storm	Definition of the property of	Bill Wiggins	\$2.000 OC
TATORICALEY, T CHIROSOCC	T/12-0/13	TO THE THE TENT OF THE TAIL	01/6-860(104)	920,000,000
Overton County, Tennessee	1ce Storm 4/15-5/15	Debris Kemoval, Hauling, and Hazardous Tree Work	Ben Danner (931) 823-5638	\$366.241.00
	Tee Storm	Debris Removal Reduction Hanling and	Randy Porter	
Putnam County, Tennessee	4/15-5/15	Hazardous Tree Work	(931) 526-2161	\$1,044,000.00
	Ice Storm	Debris Removal, Hauling, and Hazardous	Brad Wall	The state of the s
NCDOT (Davidson County)	3/14-8/14	Tree Work	(336) 487-0000	\$1,347,067.06
	lee Storm	Debris Removal, Hauling, and Hazardous	Brad Wall	
NCDOT (Guilford County)	3/14-8/14	Tree Work	(336) 487-0000	\$7,672,601.73
	Ice Storm	Debris Removal, Hauling, and Hazardous	Shannon Welch	
SCDOT	2/14-6/14	Tree Work	(843) 907-2095	\$5,814,630.73
City of Norman, Oklahoma	Ice Storm 12/13-2/14	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$601,759.02
Larimer County, Colorado	Floods 9/13-6/14	Debris Removal, Reduction, and Disposal	Stephen Gillette (970) 498-5760	\$935,755.49
Longmont, Colorado	Floods 9/13-3/14	Removal of Mobile Homes	Charlie Kamenides (303) 651-8345	\$141,500.00
Weld County Colorado	Floods 9/13-19/13	Debris Removal Reduction and Disnosal	Trevor Jiricek (970) 353-6100	\$261.271.09
	Floods	Debris Removal from Bridges and	Liz Estrada	
Adams County, Colorado	9/13-10/13	Waterways	(720) 523-6052	\$16,069.56
Town of Lyons, Colorado	Floods 9/13-11/13	Debris Removal & Hauling	Jeff Callahan (720) 564-2221	\$148,694.64



Oklahoma City, Oklahoma	Tornado 6/13-	Debris Removal from Waterways	Bryan Haskins (405) 297-2134	\$245,391.75
Canadian County, OK	Tornado 6/13-9/13	Removal and Disposal of Tornado Debris	Jerry Smith (405) 295-6186	\$91,769.00
Shawnee, Oklahoma	Tornado 6/13-7/13	Removal and Disposal of Tornado Debris	Brian McDougal (405) 878-1601	\$60,800.00
Cleveland County, Oklahoma	Tornado 6/13-10/13	Debris Removal, Reduction, and Disposal	Darry Stacy (405) 366-0200	\$830,781.69
City of Norman, Oklahoma	Tornado 6/13-10/13	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$365,000.00
Rapid City, South Dakota	Ice Storm 10/13-10/13	Reduction of Vegetative Debris	Ted Johnson (605) 394-4154	\$31.358.69
Sioux Falls, South Dakota	lce Storm 4/13-10/13	Removal of Hazardous Trees from Drainage Ways	Scott Rust (605) 367-8836	\$138,081.25
Sioux Falls, South Dakota	Ice Storm 4/13-10/13	Stump Grinding	Scott Rust (605) 367-8836	\$100,000.00
Sioux Falls, South Dakota	Ice Storm 4/13-6/13	Emergency Tree Removal	Scott Rust (605) 367-8836	\$925,347.10
Sioux Falls, South Dakota	Ice Storm 4/13-9/13	Reduction of Storm Debris	Scott Rust (605) 367-8836	\$838,000.00
Garland County, Arkansas	Ice Storm 3/13-6/13	Removal and Disposal of Vegetative Debris	Jerry Pogue (501) 262-3602	\$323,024.00
Saline County, Arkansas	Ice Storm 3/13-5/13	Removal and Disposal of Vegetative Debris	Marty Polk (501) 317-2402	\$2,146,000.00
Island Beach State Park, New Jersey	Hurricane Sandy 11/12-5/13	Hauling of Hurricane Debris	Ray Bukowski (732) 793-0506	\$100,000.00
Brick Township, New Jersey	Hurricane Sandy 11/12-5/13	Removal and Disposal of Debris	Glenn Campbell (732) 262-1058	\$58,963.00
Ocean County, New Jersey	Hurncane Sandy 11/12-5/13	Removal and Disposal of Debris	Julie Tarrant (732) 244-2121	\$200,542.00
Scotch Plains Twp, New Jersey	Hurricane Sandy 11/12-3/13	Debris Reduction	Bozena Lacina (908) 322-6700	\$32,243.00
Old Bridge Twp, New Jersey	Hurricane Sandy 11/12-3/13	Removal of Tree Stumps	John Tooley (732) 721-5600	\$13,860.00



Edison Twp, New Jersey	Hurricane Sandy 11/12-3/13	Debris Reduction	Laura Popick (732) 248-7409	\$74,000.00
Neptune Ewp, New Jersey	Hurricane Sandy 11/12-11/12	Debris Removal and Disposal	Tracey James (732) 988-5200	\$35,785.00
Southbury, Connecticut	Hurricane Sandy 11/12-12/12	Debris Remoyal, Reduction, and Disposal	Tom Crowe (203) 262-0622	\$18,795.00
City of Norman, Oklahoma	Tomado 4/12-6/12	Debris Remoyal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$408,073.00
Southbury, Connecticut	Winter Storm 1/12-3/12	Debris Removal, Reduction, and Disposal	Tom Crowe (203) 262-0622	\$528,890.00
Bastrop County, Texas	Wildfires 9/11-9/12	Debris Removal, Reduction, and Disposal	Mike Fisher (512) 848-6693	\$12,200,000.00
Texas Dept of Transportation	Wildfires 5/12-9/12	Debris Removal, Reduction, and Disposal	Celso Harper (512) 321-2221	\$1,075,471.00
State Hwy Admin, Maryland	Hurricane Irene 8/11-10/11	Debris Removal, Reduction, and Disposal	Craig Fetzer (410) 582-5535	\$279,106.00
Charles County, Maryland	Hurricane Irene 8/11-10/11	Debris Removal, Reduction, and Disposal	Candice Kelly (301) 645-0550	\$102,302.00
City of Norman, Oklahoma	Wind Storm 6/11-8/11	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$144,185.00
City of Norman, Oklahoma	Tornado 5/10-7/10	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$237,000.00
Baltimore, Maryland	Snow Storm 1/10-2/10	Snow Removal, Road Clearing	Joe Palacheck (410) 767-3207	\$630,000.00
Rogers, Arkansas	Ice Storm 1/09-3/09	Debris Removal and Disposal	Steve Womack (479) 621-1117	\$900,000.00
Fort Bend County, Texas	Hurricane Ike 9/08-1/09	Debris Removal, Reduction, and Disposal	Mare Grant (281) 342-4513	\$10,000,000,00
Polk County, Texas	Hurricane Ike 10/08-3/09	Debris Removal and Disposal	John Thompson (936) 327-6813	\$6,600,000.00
Liberty, Texas	Hurricane.lke 9/08-10/08	Debris Removal and Disposal	Harvey Joiner (936) 336-3684	\$2,900,000.00



Harris Count Flood Control, Texas	Hurricane Ike 9/08-1/09	Debris Removal, Reduction, and Disposal	Robert Reagan (713) 684-4230	\$200,000.00
City of Sugarland, Texas	Hurricane Ike 9/08-12/08	Debris Removal and Disposal	Adam Smith (281) 275-2483	\$3,400,000.00
City of Katy, Texas	Hurricane Ike 9/08-11/08	Debris Removal and Disposal	Elaine Lutringer (281) 391-4830	\$262,000.00
Brownsville, Texas	Hurricane Dolly 7/08-10/08	Haul Hurricane Debris	Roberto Luna (956) 548-6087	\$1,252,000.00
Texas Dept of Transportation	Hurricane Dolly 7/08-9/08	Debris Removal, Reduction, and Disposal	Pedro Alvarez (956) 702-6125	00.000,678\$
Willacy County, Texas	Hurricane Dolly 7/08-9/08	Debris Removal, Reduction, and Disposal	Emilio Vera (956) 689-3393	\$445,000.00
Laguna Vista, Texas	Hurricane Dolly 7/08-10/08	Debris Removal and Disposal	Iris Hill (956) 943-1793	\$47,800.00
San Bentto, Texas	Hurricane Dolly 7/08-10/08	Debris Removal and Disposal	Orlando Garcia (956) 361-3851	\$247,000,00
Harlingen, Texas	Hurricane Dolly 7/08-9/08	Debris Removal and Disposal	Dan Serna (956) 216-5300	\$879,000.00
Port Isabel, Texas	Hurricane Dolly 7/08-9/08	Debris Removal and Disposal	Edward Meza (956) 943-2682	\$223,000.00
TATIO STEDIC TIVE	THAVE BECEIV	*AII OF TEB'S CHIENTS HAVE DECEIVED 100% OF THE ELICIBLE BEIMBIRSABLE AMOUNT	DCARIT AMOUNT	

*ALL OF TFR'S CLIENTS HAVE RECEIVED 100% OF THE ELIGIBLE REIMBURSABLE AMOUNT.

Equipment Resources

TFR maintains extensive number of equipment to provide clients with greater value and to ensure the quality of our work. With the largest fleet in the industry coupled with numerous staging areas, TFR can respond to any natural or man-made disaster quickly efficiently. This rapid



response capability provides the client with vital emergency road clearance services to allow federal, state and local officials access to debris restricted areas and begin the disaster recovery efforts. Often on TFR projects, our equipment and manpower completely fulfill all project scopes and requirement in a timely matter. When subcontractors are used on large-scale projects, TFR self performs any and all key elements of the project to satisfaction of the client and to certify the work is done properly to the TFR standard.

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

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

Highlighting just a few pieces of equipment, TFR possesses eight (8) Diamond Z Tub Grinders with a 14' diameter tub operating off of 1000 HP Caterpillar engines reducing,



DISASTER RESPONSE DIVISION

at capacity, 1,200 CY of "woody" debris an hour. With the largest fleet of grinders in the industry, TFR can operate and manage 8 TDSR sites with strictly its own resources. This provides any project, and the TFR management team, with the flexibility to coordinate debris reduction efforts and perform multiple contracts simultaneously. Additionally, in locations of relative remoteness, TFR can deploy one (1) of five (5) Mobile Command Units to provide immediate logistical, operational and administrative support.

Detailed below is a list of available TFR and subcontractor owned equipment:

Description	Company Owned	Subcontractor Owned
Tub Grinder (Diamond Z- 1000HP)	8	12 11 12 11 11 11 11 11 11 11 11 11 11 1
Horizontal Grinder	2	10 1 1 1 1 1 1 1 5 1 1 1 1 1 1 1 1 1 1 1
Stump Grinder	2	30+
Excavators	13	37
Wheel Loaders	4	46
Track Loaders	3. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10	64
Bulldozers	.17	16
Air Curtain Incinerator	4	
Skid Steer	4	100+
Self-Loading/Knuckleboom Trucks	16	300+
Pup-Trailers	7	100+
Truck Tractor		500+
Walking Floor Trailers		100+
Low Boy Trailers	4	18
Service Trailers	5	8
Flat Bed Trailers	6	100+
Bucket Trucks	2	100+
Service Trucks/ Foreman Vehicles	17	504
Office Trailers	5	50 1
Light Towers	2	50+
Air Compressor	2	
Turf Rake	1	10+
Power Screen		10+
Water Truck		10 +

TFR has corporate accounts setup with the following equipment rental companies:















References

1. Saline County, Arkansas

Mr. Marty Polk, Road Superintendent 2000 U Street, Benton, AR 72015

P: (501) 317-2402

E: mepolk@sbcglobal.com Contract Term: 03/2013-05/2013

Contract Amount: Approximately \$2,146,000.00

Description of Work: Performed debris removal and disposal services resulting from 2013 Ice Storm (estimated 124,000cy)

2. Bastrop County, Texas

Mr. Ronnie Moore - P.E.

806 Water Street, Bastrop, Texas 78602

P: (512) 779-9926

E: ronnie@cbdeng.com

Contract Term; 09/2011-09/2012

Contract Amount: Approximately \$13,100,000.00

Description of Work: Performed debris removal, reduction, and disposal services resulting from 2011 Wildfires (estimated

700,000ey)

3. City of Norman, Oklahoma

Mr. Greg Hall, Street Superintendent

201 West Gray, Norman, OK 73069

P: (405) 329-2524 F: (405) 292-9722

E: greg.hall@normanok.gov

Contract Term: Pre-position contract that TFR has held with the City since 2009. TFR has been activated on this contract on five separate disasters. (2015, 2014, 2013, 2012, 2011, 2010)

Contract Amount: Approximately \$1,755,944.00 throughout the term of the contract

Description of Work: Provided debris removal services resulting from tornados and ice storms

City of Rogers, Arkansas

Mr. Steve Womack, Mayor

301 West Chestnut Street

Rogers, Arkansas 72756

P: 479.621.1117

F: 479.631.2767

Mayor@Rogersarkansas.com

Contract Term: 2/11/09 - 3/25/09

Contract Amount: Approximately \$900,000.00 Contract Type: Cubic yard contract (estimated quantity 160,000cv)

Description of Work: Performed debris removal, reduction, and disposal services resulting from January 2009 ice

storms.

Fort Bend County, Texas

Mr. Scott Wieghat, Road and Bridge Special Projects Coordinator

PO BOX 148, Richmond, TX 77406

P: (281) 238-3607

E: scott.wieghat@fortbendcountytx.gov

Contract Term; 09/2008-12/2008

Contract Amount: Approximately \$10,000,000.00

Description of Work: Performed debris removal, reduction, and disposal services resulting from Hurricane Ike (estimated

800,000cy, plus 200,000 cy Sugarland interlocal)

State of Florida Department of State

I certify from the records of this office that T.F.R., INC. OF TEXAS is a Tennessee corporation authorized to transact business in the State of Florida, qualified on September 10, 2002.

The document number of this corporation is F02000004640.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 25, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of May, 2017



Ken Define Secretary of State

Tracking Number: CU3357539036

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfS tatus/CertificateAuthentication



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD 2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783

(850) 487-1395

FUZZELL, ROBERT HUNTER T.F.R., INC. OF TEXAS 601 LEANDER DR LEANDER TX 78641

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CRC1331035

ISSUED: 08/04/2016

CERTIFIED RESIDENTIAL CONTRACTOR FUZZELL, ROBERT HUNTER T.F.R., INC. OF TEXAS

IS CERTIFIED under the provisions of Ch.489 FS. Expiration date: AUG 31, 2018 L1608040001603

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

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DISPLAY AS REQUIRED BY LAW

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